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MACE RIVER RANCH COMMUNITY CENTER and POOL
USE AND RENTAL AGREEMENT

This agreement is made this ___ day of ____, 20__ by and between the Mace River Ranch Homeowners Association and ____ (hereinafter "renter"), whereas Mace River Ranch Homeowners Association is the owner of certain premises and facilities located at 900 S. Osprey Island Way, Eagle, ID and whereas, renter desires to have the temporary, exclusive use of the Clubhouse on ____, between the hours of ____ and ____.

Nature of Function: _____ Maximum Number of Guests: _____

MAXIMUM OCCUPANCY ALLOWED:

CLUBHOUSE – 100 people

POOL – 30 people

*A Resident must be in good standing. Good standing requires dues current and no unresolved CC&R infractions. The homeowner/resident must be present for the entire time of rental and sign the rental contract. The resident will be responsible for the conduct of their guests.

The following fees are required at time of reservation:

- \$150 refundable cleaning deposit due at time of reservation.
• \$40 non-refundable maintenance fee.

Please make all checks payable to the: Mace River Ranch HOA

Reservations are made on a first come, first served basis. The reservation occurs upon receipt of the cleaning deposit check. There are no verbal "holds".

Mace River Ranch Homeowners Association does hereby license and authorize renter to have temporary use of the premises described above subject to compliance with the following conditions:

1. Renter agrees to hold Mace River Ranch Homeowners Association and its Board of Directors harmless from all claims, liability or responsibility for injury or property damage that may occur while this agreement is in effect.

2. The Mace River Ranch Homeowners Association and its Board of Directors are not responsible for any personal belongings lost, stolen, or left on Mace River Ranch property.
3. Applicant is liable for all damages incurred regardless of amount, which may include, but not limited to fixtures, furnishings, and other accessories. The renter will surrender the premises in the same order and condition as they were at the beginning of the function.
4. NO MUSIC ALLOWED AFTER 10:00 PM: The Noise Ordinance of the City of Eagle does not allow music to be played outside the premises after 10:00P.M. There are no exceptions to this law. Music, or amplification provided by recordings or musicians must be kept to a level that does not cause stress for the neighbors. Any party causing stress among the neighbors which results in verbal complaints or visits from the police department will cease immediately. Speakers must stay inside.
5. No underage consumption of alcoholic beverages. Should the Mace River Ranch Homeowners Association and its Board of Directors become aware of underage alcohol consumption, law enforcement will be notified. The Mace River Ranch Homeowners Association and its Board of Directors strictly adheres to all Idaho laws and maintains a Zero Tolerance for underage alcohol consumption. Absolutely no alcoholic beverages permitted to be consumed in the parking areas.
6. A \$150.00 cleaning and damage deposit shall be paid to Mace River Ranch Homeowners Association by the renter and shall accompany this agreement. This deposit will be returned upon satisfactory inspection within 10 days of date of renter's use of the facility. Renter accepts responsibility for all cleaning and repair costs including any costs that may exceed the cleaning and damage deposit amount. Renter shall be solely responsible for cleaning the facility following use (no later than 10:00 PM the day of the event), which responsibility shall include removal of all renters' property from the facility and premises and removal and proper disposal of all trash, refuse and debris.
7. Please do not leave cooking utensils, dishes, beverages, or food in the refrigerator or around the premises. Any items left on the premises will be considered abandoned, and the Mace River Ranch Homeowners Association and its Board of Directors may dispose of them without notice. Renter understands and accepts that Mace River Ranch Homeowners Association may keep and apply such portion of the deposit as may be necessary to remove abandoned items, adequately clean, and repair the facility and premises.
8. No pets of any kind are permitted within these premises at any time.
9. No smoking allowed in the Clubhouse or within 10 ft of doors at any time.
10. All decorations must be "free standing" and may not be attached to any Clubhouse walls, windows, furniture or fixtures with tacks, tape, nails or glue. No glitter or glitter products can be used for decoration. Outside decorations are permitted with prior consent from the Mace River Ranch Homeowners Association and its Board of Directors.
11. Set-up is the responsibility of the party hosts.
12. Please be advised, rentals during the months of May through October will share the restrooms with pool patrons.
13. The parking lot shall be shared with residents and event attendees on a first come first serve basis. No overnight parking is allowed in the driveway, parking lot area, or on the public streets near the facility. Violators are subject to having vehicles towed at owner's expense. Please be respectful

of homeowners near the clubhouse and avoid parking in a way that would block their access to the street.

14. Tables, chairs, counters, range and refrigerator must be washed and wiped clean. The facility must be vacuumed and the floor coverings must be left in a clean condition. This means mopping if necessary in the kitchen area.
15. All furnishings must be returned to their proper arrangement after use of the facility. **Please note: Furniture or furnishings may not be removed from the clubhouse at any time during the rental period.**
16. Renter agrees to turn off all appliances and light fixtures and to lock facility after use.
17. All lights to be turned off after each function.
18. All doors, including restroom doors, to be unlocked and unrestricted during the party use.
19. Renter agrees to be present at all times while guests are present at the premises and facility. Under no circumstances will renter grant access to the premises and facility without being present during the entire period.
20. Renter accepts responsibility to ensure that all guests and other users of the facility and premises follow all rules and requirements of the Mace River Ranch Homeowners Association.
21. The renter agrees to provide adequate supervision of minors at the event.
22. Renter acknowledges that the guest capacity at Mace River Ranch Clubhouse is 100 guests per City of Eagle Fire Code.
23. Any misrepresentation under this Rental Use Agreement is subject to forfeiture of entire deposit.
24. The Mace River Ranch Homeowners Association and its Board of Directors may monitor and inspect the Clubhouse and parking lots at any time during the event described in this agreement. The renter agrees, if the Mace River Ranch Homeowners Association and its Board of Directors deems the actions of the event attendees undesirable for any reason, the Mace River Ranch Homeowners Association and its Board of Directors may order the renter, guests and employees to vacate the Clubhouse immediately without any refund.
25. The Mace River Ranch Homeowners Association and its Board of Directors reserves the right to refuse to rent the Clubhouse for any purpose it deems to be detrimental to or not in the best interest of the HOA members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.
26. The Mace River Ranch Homeowners Association and its Board of Directors shall not be liable for its failure to perform this contract if such failure is due to, but not limited to double booking, lack of cleaning, fire, flood, earthquake, foul weather, or any emergency condition that is beyond the control of management prevention or interfering with performance.

CANCELLATION/DEPOSIT REFUNDS: If a renter cancels the reservation with more than 2 weeks' notice, a full refund will be issued within 30 days. The cleaning deposit will be refunded in full within 30 days, providing no violations of the cleaning agreement are found.

Will an outside catering service be used? _____

Catering Company Name: _____

Will alcoholic beverages be served? _____

I have read the above rental and use agreement and fully accept all of its terms and conditions. I understand that I take full responsibility for all guests and other users of the facility and premises and will comply with the terms of this agreement. I have been provided with a copy of this agreement and accept it as a receipt for my deposit.

Renters' Signature _____ Date _____

Address _____

Home Phone _____

Cell Phone _____

Email _____

Contact person day of event _____

Contact's Phone _____

Please make all checks payable to the: *Mace River Ranch HOA

Rental Agreement Received and Acknowledged by Sentry Management Staff:

Name _____ Date: _____