## RED HAWK RUN COMMUNITY ASSOCIATION Facility Rental Agreement

Red Hawk Run Community Association has two facilities available for rental: The Hawk's Nest located at the center of Red Hawk Run Community and the Recreational Room located in the barn. The facility can be furnished with tables and chairs upon request. Both facilities are equipped with rest rooms. Red Hawk Run Homeowners Association will reserve a facility subject to availability upon receipt of rental fee and security deposit and your signed rental agreement.

Facility Rental Fee: \$25

Resident's Name:

Address:

Phone:

Facility:

Date of Rental:

Describe Event:

Acknowledgement

I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental. Renter further acknowledges that Red Hawk Run HOA shall not be liable to the Renter or to his/her guests or invitees for any loss or damage suffered during the rental period. By using the Facility, the Renter assumes any and all risks inherent to such use.

Signature of Renter:

Date:

Date:

Return completed form, rental fee and security deposit to Carl Grothaus. Make checks payable to Red Hawk Run Community Association.

## **Rental Policy Information**

**Hours:** The facilities may be rented Monday-Sunday within the hours of 7:00am to 11:00pm. The facility may not be used past 11:00pm without prior approval from the Board of Trustees.

Rental Agreement: To reserve the Red Hawk Run Community Hawk's Nest or the Recreational Room, a Facility Rental Agreement must be completed, signed and returned to Carl Grothaus. Resident's must be current on their homeowner dues in order to rent the facility.

**Rental Fees:** All rental fees and a refundable security deposit are due at time of application.

Security Deposit: All rental applicants must pay a security deposit of \$100.00. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the Homeowner is responsible for covering the cost. The Association may resort to legal remedies, including a lien on homeowner's property if payment is not received within 30 days of receiving invoice. The decision of whether the deposit shall be refunded is solely up to the HOA and will not be refunded until the facility has been inspected by a HOA board representative or designee.

**Reservations:** Reservations are first-come, first-served. A completed reservation form, rental fee and security deposit are required to finalize a reservation. All reservations will be added to the Community Calendar located at redhawkruncommunity.com.

**Personal Property:** Rental Applicant shall be responsible for any and all equipment, supplies, and materials necessary for the use and enjoyment

of the facility for User's event, except for the furnishings and fixtures at the Facility. The Association assumes no responsibility and specifically disclaims any liability for any loss or damage to the equipment, supplies, and materials belonging to or brought upon the Facility by User, his/her guests or invitees.

Cleaning: At the conclusion event, Rental Applicant shall remove all personal items, supplies, and equipment; remove and properly dispose of trash, litter and debris; wipe all tables and chairs free of crumbs, stains, liquids, and return any Association-provided chairs, tables or other equipment to their original location in a neat and orderly manner, all of which must occur during the Rental Period unless other arrangements are made with the Association. Lights should be turned off and all doors/windows locked.

**Smoking:** Smoking is prohibited inside the Facility.

**Illegal Substances:** Under no circumstances shall the User serve, sell, purchase, allow the use of, or bring any illegal or controlled substances upon facility.

Care of Premise: Neither renter nor its guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises.

**Termination:** The Association has the right and may immediately terminate this Agreement upon any violation of its terms, conditions or provisions by the User. Upon such termination and the demand to do so by the Association, User shall immediately vacate the Facility.