



*Green Run*

HOMES ASSOCIATION



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## **Green Run Homes Association Pool Gazebo Rental Contract**

### **Purpose:**

All facilities and assets of Green Run Homes Association, (GRHA) are supported by the members paying assessments and are for the use and enjoyment of all members in good standing and their guests. The renting member and their guests must properly care for and maintain the pool rental area to ensure the continued enjoyment by all members of the Association.

When the term "tenant" is used, it is to mean a person who rents real estate from a member of the Green Run Homes Association who is a member in good standing and pays assessments to the Association.

When the term "Renter" is used, it is to mean anyone who signs the contract for renting of the Green Run Homes Association Clubhouse Pool Gazebo Area.

When the term "member" is used, it is to mean any real property owner who pays assessments to the Green Run Homes Association and is a member in good standing.

### **Fees and Rental Hours:**

The Clubhouse Pool Gazebo Area may be rented between the hours of 12 PM to 7 PM, in increments of one hour with a three-hour minimum charge. There is not a setup or cleanup time given. However long you need to set up and clean the area must be included in your rental time. All guests must vacate the premises at the conclusion of the rental. Failure to vacate at the time established for termination of the rental will result in an additional charge of \$50 for every 30 minutes, or part thereof, which is in excess of the rental period. If an attendee is a resident of Green Run and has pool access, they must sign in with the gate guard prior to continuing to use the pool at the conclusion of the rental.

Payment of the Rental Fee and Deposit must be made in full at the time of booking or the reservation will not be accepted.

### **Fees:**

Deposit: \$100.00

3-hour minimum - \$75.00

Additional hours \$25.00 per hour



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Payment must be made by certified check or money order. Reservations may be paid by credit card; however, an additional fee will apply per the Association Fee Schedule and is non-refundable. Deposit will be refunded after final inspection of The Clubhouse Pool Gazebo Area.

**Maximum capacity: 20 persons.**

**The total number of attendees for any event must not exceed 20 individuals. Under no circumstances may the Renter allow other Green Run residents or their guests to join the event. Should the number of attendees surpass 20, the rental agreement will be immediately terminated. Consequently, access to the pool will be revoked for 60 days for all involved parties.**

The Clubhouse Pool Gazebo is for the use of GRHA management approved functions, which will not include for profit events, political events or other commercial enterprises. GRHA RESERVES THE RIGHT TO DENY ANY REQUEST FOR RENTAL FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, PRIOR DAMAGE OR NON-COMPLIANCE AS A RENTER OR GUEST AT ANY GRHA FUNCTION OR RENTAL. Only members of the Association with their accounts in good standing may rent the facility on a first come, first served basis for private functions. Tenants may rent the gazebo area with approval from the property owner. All Renters must agree and sign the Clubhouse Pool Gazebo Rental Agreement.

Initials\_\_\_\_\_

**Cancellation:**

Written Notice of Cancellation 15 days prior to the rental will receive a full refund of the rental fee (minus any credit card fees); Written Notice of cancellations less than 15 days but at least 7 days prior to the rental will receive a refund of one-half of the rental fee. All other cancellations, including any cancellation which is not in writing, will result in forfeiture of the entire rental fee. The deposit will be refunded for any cancellation.

Initials\_\_\_\_\_

If the rental is unable to occur due to weather and the pool is closed, prior to when the rental begins a full refund will be given. Once the rental begins, no refunds will be given.

**Eligible Rentals:**



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Members in good standing of GRHA may rent The Clubhouse Pool Gazebo Area. Member's account must be current when requesting the rental and through the date of the rental. Members must be in the association's pool software Cellbadge. Members, and their tenants, who have had their privileges revoked as a result of a due process hearing do not have pool access and are not eligible to rent The Clubhouse Pool Gazebo Area.

Tenants -Tenants are permitted to rent The Clubhouse Pool Gazebo Area as long as the property is in compliance with the Rental Rules and the property owner is a member in good standing. The tenancy of the GRHA member must be in effect on the date of the event. If not, the tenant is no longer eligible to rent and the rental fee will be forfeited. An Authorization form from the property owner is required in order for a tenant to rent The Clubhouse Pool Gazebo Area, this form can be found at [greenrunhoa.org](http://greenrunhoa.org) website under e-forms.

Tenants of Association Apartments - The tenant must contact apartment management for authorization form to be filled out and sent to association manager prior to acceptance of rental agreement and payment. If prior to the rental the tenant vacates the property, voluntarily or involuntarily, the tenant is no longer eligible to rent The Clubhouse Pool Gazebo Area, the rental fee will be forfeited and the contract will be void. Initials\_\_\_\_\_

#### **Guidelines for The Clubhouse Pool Gazebo Area Rental:**

Contracts are between Green Run Homes Association and Renter. Renters may not rent the Gazebo Area on behalf of other persons; The Rental Contract may not be assigned. Rentals may be made no further than three weeks in advance of the rental date. Rental requests made two weeks or less in advance of the rental must be reviewed and approved by management. The Renter of the rental must be present at all times and is responsible for the conduct of all persons attending. If the Renter leaves the pool area all guests must leave and the rental is over. Initials\_\_\_\_\_

#### **Chaperones will be required in the following cases:**

One adult chaperone age 21+ is required for every five minors attending the rental.

**A designated chaperone must be present poolside at all times, actively monitoring guest activities whenever any minor is in the pool.**

Initials\_\_\_\_\_



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**Tables and Chairs:**

No leaning or sitting on tables. No standing on chairs. No hanging or climbing on the gazebo. Any breakage or damage done to the gazebo, chairs or tables will be charged for the full replacement cost of the item broken. Initials\_\_\_\_\_

**Entertainment:**

Sound generated through amplification must remain at an acceptable level as to not infringe on other pool attendees. Music should not be offensive. Prompt attention must be given to complaints of excessive noise or offensive music. If after the first notice that the music is loud or offensive on the second notice, the rental will be terminated immediately and the deposit forfeited. Initials\_\_\_\_\_

**Alcohol Guidelines:**

Renter is solely responsible for all patrons of the rental. Alcohol in any form is prohibited. Consumption of alcoholic beverages inside and outside of the pool area and the common area is prohibited. If alcohol is found the rental will be immediately terminated and the deposit forfeited. Initials\_\_\_\_\_

**Decorations:**

Decorations are not allowed. Initials\_\_\_\_\_

**Clean Up/Trash Removal:**

All trash must be removed from the trash cans and placed in the large trash cans by the restrooms. All trash must be bagged prior to placement in receptacles. Failure to bag trash will result in an assessment of \$50.00 against the deposit.

No trash may be placed on the outside of the receptacles; any trash that will not fit into the trash receptacles will need to be removed from the property by the renter.

Any debris or spills during and after the rental must be cleaned up immediately.

Food and beverages must be disposed of properly and no unconsumed food or beverages shall be left in the rental area.

Renter will be charged for any additional clean-up required or any damage that occurs during the rental. Any damage in excess of the deposit will be billed to the Renter and must be paid within 15 days of receipt of the deposit summary. Any



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amount due in excess of the deposit will constitute an assessment against the property of the Sponsoring Member if not paid within 15 days. Initials\_\_\_\_\_

**Prohibited:** (Will result in full deposit forfeiture and may result in legal action)

No alcohol consumption on the premises or within the pool enclosure.

No glass is permitted within the pool enclosure.

No sale of tickets for the rental.

No helium balloons, tacks, tape, staples, or nails.

No cooking of any foods.

No smoking or vaping within the pool enclosure. Initials\_\_\_\_\_

**Safety:**

All injuries occurring during the rental shall be promptly reported to the gate guard.

Renter must do a walk thru of the gazebo area. Any issues must be annotated on the rental sheet and given to the gate guard.

**Agreement of Guidelines:**

I have read the previous stated guidelines for The Clubhouse Pool Gazebo rental. I understand that violations of any of the statements could result in an immediate cancellation of the agreement, termination of the rental, and/or forfeiture of the full security deposit.

I further agree that the Association, Association Board Members, Staff, Pool Vendor, and GRHA Members will not be held liable for any losses, damages, injuries, and expenses resulting from any personal injury or property damage in any way associated with the use of the facility and I waive the right to institute suit against the aforementioned persons on my behalf and all those in attendance.

**Waiver and Agreement**

I, the undersigned responsible party of this rental, agree to the following terms:

I will accept full responsibility of the use of the facilities and will ensure that all guests and invitees abide by the pool rules and regulations of Green Run Homes Association.



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I will ensure that the gazebo area is properly cleaned and returned to the required conditions upon completion of the rental.

I will be present in the pool area during the entire rental.

I will bear full responsibility for any damage to the facilities and equipment, and understand I am responsible for any damages or charges identified herein that exceed my deposit.

I understand that any charges for repairs or excess cleaning of the facilities will be deducted from the deposit.

I assume all risks of injury to family, guests, tenants, or myself for whom I am signing. I will fully indemnify, and agree to hold harmless, GRHA, Board of Directors, Officers, Staff and agents, successors or assigns from my claim, action, liability, loss, damage or suit arising from or relating to my use of the facilities.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives. The undersigned agrees to pay all reasonable attorney fees and court costs necessary to enforce this agreement.

Usage of all common areas for profit, commercial enterprise and/or charging admission to any event is prohibited unless expressly authorized by the Association Manager or the Board of Directors in writing.

This contract is based on the availability of the contracted lifeguards. If lifeguards are not available you will receive a refund.

**Rental Request Date and Times:** \_\_\_\_\_

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**