



Clubhouse Use and Rental Rules

User/Renter is defined herein to include all Guest, Family Members, Employees, Agents or assigns of said User or Renter.

- I. The User/Renter, in whose name any of the facilities have been reserved, shall be liable for all damage and loss to any of the facilities.
- II. The User/Renter shall assume responsibility for any and all guest attending the event and shall pay fines or damages for violation of any rules of the Association or for any damage to clubhouse facilities regardless of offender. Damages or cleaning in excess of the security deposit will be the responsibility of the User/Renter. User/Renter's liability would be the full extent of any fines or damages.
- III. The User/Renter is totally responsible for the welfare and actions of all persons using the facilities during the period of use and shall hold the Association harmless for any and all claims resulting from the rental.
- IV. The User/Renter is liable for any and all cost resulting from the Association defending itself against any and all claims or liability for any injury or damage to any person or property, either on or off the premises, when such injury shall be caused in whole or in part by the act, neglect or fault of the User/Renter, his/her agents, servants, employees or invitees.
- V. The User/Renter shall indemnify, defend and hold harmless the Canyon Springs Resort Property Owners Association (CSRPOA), its officer, employees and volunteers against and from any claims or suits for damages or injury to the extent arising from the User/Renter's negligent act, error or omission of this rental procedure; and shall further indemnify and hold harmless the CSRPOA, its officers, employees and volunteers against and from claims or suits to the extent arising from negligent performance and against and from all cost, attorney's fees and costs of defense, expenses and liabilities relating to claim or action or proceeding brought within the scope of the indemnification.
- VI. The User/Renter (s) name on the contract must be in attendance for the entire function, including set-up, during the function and cleanup. This includes User/Renter-sponsored groups.
- VII. The fireplace shall not be used at any time, for any reason.
- VIII. Alcohol consumption is not allowed on the premises without prior approval and with proof of an insurance rider for liability. No alcohol will be allowed in the pool at any time.
- IX. All clean-up must take place as soon as possible after the activity. The User/Renter is responsible for cleaning the facility and returning it to the Association in the same condition it was in prior to use. This includes:
 - a. Bagging all garbage and placing it in the designated receptacles. Trash shall be placed in the containers provided for such use. There is a \$75 trash removal fee, waived if User/Renter removes trash from premises.
 - b. General cleaning: Vacuum, mop, broom and limited cleaning supplies are available in the supply closet.
- X. The Renter will be responsible for all the cost of any cleanup and/or repairs caused by their failure to leave the facility in the same condition as they received it.



Clubhouse Rental Agreement

The facilities covered by this agreement include only the clubhouse for the date(s) and hours stated. All rentals require a \$200.00 deposit. The full amount of the rental is due on the date of the rental. The deposit is refundable once facility conditions are met.

Renter is defined herein to include all Guest, Family Members, Employees, Agents or assigns of said Renter.

Liability: (initial _____)

- ❖ The Renter, in whose name the facility has been reserved, shall be liable for all damage and loss to the facility.
- ❖ The Renter shall assume responsibility for any and all guest attending the event, and shall pay fines or damages for violation of any rules of the Association or for any damage to clubhouse facilities regardless of offender. Damages or cleaning in excess of the security deposit will be the responsibility of the Renter.
Renter's liability would be the full extent of any fines or damages.
- ❖ The Renter is totally responsible for the welfare and actions of all persons using the facility during the period of Renter's use and shall hold the Association harmless for any and all claims resulting from the rental.
- ❖ The Renter is liable for any and all cost resulting from the Association defending itself against any and all claims or liability for any injury or damage to any person or property, either on or off the premises, when such injury shall be caused in whole or in part by the act, neglect or fault of the Renter, his/her agents, servants, employees or invitees.

Indemnification: (initial _____)

- ❖ The Renter shall indemnify, defend and hold harmless the Canyon Springs Resort Property Owners' Association (CSRPOA), its officers, employees and volunteers against and from any claims or suits for damages or injury to the extent arising from the Renter's negligent act, error or omission of this rental procedure; and shall further indemnify and hold harmless the CSRPOA, its officers, employees and volunteers against and from claims or suits to the extent arising from negligent performance and against and from all cost, attorney's fees and costs of defense, expenses and liabilities relating to claim or action or proceeding brought within the scope of the indemnification.

Supervision and Security: (initial _____)

- ❖ The Renter(s) name on the contract must be in attendance for the entire function, including set-up, during the function and cleanup. This includes Renter-sponsored groups.

Special Conditions: (initial _____)

- ❖ The fireplace shall not be used at any time, for any reason
- ❖ Alcohol consumption is not allowed on the premises without prior approval and with proof of an insurance rider for liability.



Clean up: (initial _____)

- ❖ Renter is responsible for trash removal.
- ❖ All clean up must take place as soon as possible after the activity.
- ❖ The Renter is responsible for cleaning the facility and returning it to the Association in the same condition it was in prior to use. This includes:
 - Bagging all garbage and removing it from the premises. Trash shall be placed in the containers/bags provided for such use during the event.
 - General cleaning: Floors and counter/table surfaces are to be cleaned. Vacuum, mop, broom and limited cleaning supplies are available in the supply closet.
- ❖ The Renter will be responsible for all the cost of any cleanup and/or repairs caused by their failure to leave the facility in the same condition as they received it.

This agreement is between CSRPOA and _____
Print First and Last Name of Association Member*

Date of Rental: _____

Hours of Rental: _____

\$200.00 Deposit Fee Date Received: _____

Rental Fee Amount: _____

Date Received: _____

Keys Receive From: _____

Date Received: _____

Keys Returned To: _____

Date Returned: _____

Canyon Springs Resort POA

RENTER(S)

Signature: _____

Signature: _____

Name: _____
(Printed)

Name: _____
(Printed)

Contact Number: _____

Contact Number: _____

Title: _____

ID type/number: _____

Date: _____

Date: _____

***If renter is a non-member, copy of photo ID is required.**