



# FACILITY RENTAL AGREEMENT

This rental agreement is only for rentals requiring a confirmed reservation. The facilities are otherwise operated on a first come, first served basis when there are no prior reservations made for rental. This agreement must also be used where external, non-residents of Northern Terrace will be in attendances beyond the 4-person limit allowed as guests by the Homeowner.

| Homeowner Information   |   |
|---|---|
| Owner(s) of Record:   |   |
| Property Address (within Northern Terrace):   |   |
| Phone:  | E-mail:   |
| Event Information <span style="float: right; font-size: small;">Non-residential, commercial, business or vending are prohibited on common elements [CC&amp;R 10.1]</span> |   |
| Name of Event (e.g., Birthday Party – used for signage purposes):   |   |
| Event Date:   | Event Start Time:                                   |
| # of Guests Expected:   | Event End Time:                                     |
| <input type="checkbox"/> Entertainment Center and Kitchen (Maximum Occupancy: 55)   | <input type="checkbox"/> Playground                 |
| <input type="checkbox"/> Activity Room (Maximum Occupancy: 9)   | <input type="checkbox"/> BBQ & Rinse Station, Patio |
| <input type="checkbox"/> Other Common Element (please name):  |   |

**Note:** Rental of Other Common Elements are subject to Board of Director approval and require 2 weeks’ notice. Areas outside of the Clubhouse complex are not staffed.

| Terms and Condition   |
|---|
| <ol style="list-style-type: none"> <li>Facility is available to rent during the hours of 8:00am and 9:00pm (Board reserves the right to change facility hours at any time for any reason)</li> <li>Only Homeowners of Northern Terrace will be able to reserve the Clubhouse facilities, herein referred to Clubhouse. If a tenant wishes to use the Clubhouse for an event, the Homeowner will be required to provide this paperwork to management with the understanding they will be held accountable for the actions of the tenants and guests during the event.</li> <li>Homeowners must be in good standing with their assessments. This will be verified prior to giving confirmation of the reservation. [Collection Policy 4(e)]</li> <li>To ensure we can maximize rentals; we request that events are no longer than 4 hours (with ½ hour set-up and ½ clean up) to allow for a morning reservation as well as an afternoon/evening. Any exception is subject to Board of Director approval.</li> <li>Homeowners will be responsible for making arrangements for rentals, catering, and entertainment. If the deliveries are to be made to the Clubhouse, the Homeowner is responsible for making sure they are at the Clubhouse for the deliveries.</li> <li>The homeowner is responsible for providing all vendors (catering, photographers, etc.) Certificate of Insurance documents prior to the event, naming the Northern Terrace Homeowners Association and the HOA management company named as additional insured.</li> <li>Rentals do not include use of the aquatic areas.</li> <li>Music or live entertainment must be kept to a reasonable level so not to disturb other users of the facility, adjacent homeowners, or office staff.</li> <li>All guests shall conduct themselves in an orderly manner and shall not conduct themselves in a loud, boisterous, or unseemly manner or in such fashion to disturb, offend or annoy other users of other Clubhouse amenities or neighboring homes adjacent thereto.</li> <li>Serving and/or Consumption of Alcohol is strictly prohibited in and around the Clubhouse. If you or any of your guests are found to be in violation of this rule you may be asked to end the event and potentially face hearing, monetary fines, and refusal of future rentals. [NRS 116.3102(1)(m)]</li> <li>Trash may not be left in the Clubhouse trash containers. All trash from the event shall be removed from the Clubhouse facility. Staff can assist with providing access to the trash bins on-site in the East Parking lot but cannot assist with cleaning. The Clubhouse must be returned to its original condition at the conclusion of the rental. We reserve the right to bill for any damage or excess cleaning required due to renter use. [NRS 116.3102(1)(j), NRS 116.31031]</li> <li>Guests must use the Clubhouse parking lots. Street parking within Northern Terrace is prohibited and cars may not remain parked overnight (10:00 pm – 6:00 am). Parking is enforced and any towing charges will be the responsibility of the vehicle owner. [NRS 116.3102(1)(t)]</li> <li>Additional tables and chairs will be provided at the homeowner’s request, subject to availability.</li> <li>All guests must provide a photo ID and staff will check them in under the Homeowner name and return their ID.</li> <li>If you utilize the outdoor areas, make sure that after your event it's cleaned of any debris etc. or cleaning fees may apply. [NRS 116.3102(1)(m)]</li> <li>Nothing may be adhered to or attached or fastened to the walls (no staples, tacks, nails, tape, etc.) or any painted surface. Furniture must be in its original location at the conclusion of the rental.</li> <li>The association will only communicate or promote events approved by the Board of Directors as an Association Event. The association is not responsible for promoting events or rentals for non-association related functions. Event rentals are not considered an endorsement in any way by the Board, its officers, directors, or agents in any way.</li> <li><b>NO PART OF THE PROPERTIES SHALL EVER BE USED OR CAUSED TO BE USED OR ALLOWED OR AUTHORIZED IN ANY WAY, DIRECTLY OR INDIRECTLY, FOR ANY BUSINESS, COMMERCIAL, MANUFACTURING, MERCANTILE, PRIMARY STORAGE, VENDING, “REVERSE ENGINEERING” DESTRUCTIVE CONSTRUCTION TESTING, OR ANY OTHER NON-RESIDENTIAL PURPOSE. (CC&amp;R 10.1).</b></li> </ol> |





# FACILITY RENTAL AGREEMENT

By signing below, I certify that I have reviewed and understand the above Terms and Conditions regarding the use of Clubhouse facilities and agree to be responsible for any damage or injury caused using the Clubhouse facility. **I acknowledge and agree as the reserving homeowner, I am responsible for any necessary cleaning or damage to the clubhouse. Any fees will be billed at current market value to my HOA account.** The event or gathering shall be held in an orderly manner and all applicable laws of the State of Nevada, association Bylaws, CC&Rs and Rules and Regulations will be obeyed.

I agree to indemnify and hold harmless the Northern Terrace Homeowners Association, its officers, directors and agents; HOA's Management, its employees, and agents, from any claims, demands, or damages arising out of the applicant, their guests or vendors use of the facilities and, if required, to provide general liability insurance for any vendor providing services for your event. [NRS 116.3111, NRS 116.3113]

**CANCELLATIONS/NO SHOWS:** IN THE EVENT OF A NO SHOW OR SAME DAY CANCELLATION, THE BOARD RESERVES THE RIGHT TO REFUSE FUTURE RENTALS FOR A PERIOD NOT TO EXCEED 90 DAYS. PLEASE BE COURTOUS TO YOUR COMMUNITY AND IF A CANCELLATION IS REQUIRED, PLEASE PROVIDE ADVANCED NOTICE.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

|   |                  |
|---|------------------|
| <b>OFFICE USE ONLY</b>  |                  |
| <input type="checkbox"/> REQUIRED – User must provide: (1) general liability insurance (including damage to premises rented) on a primary basis in the amount of \$1M/occurrence; and (2) a Certificate of Insurance (COI) naming the Northern Terrace Homeowners Association and CAMCO as additional insured.<br><input type="checkbox"/> NOT REQUIRED |                  |
| <b>APPROVALS:</b>   |                  |
| <input type="checkbox"/> Waitlisted <input type="checkbox"/> Notified Homeowner<br><input type="checkbox"/> Approved  |                  |
| Facility Staff: _____ Date: _____   |                  |
| Title: _____  | Signature: _____ |
|   |                  |