

Brio Community Center

Rental Policy

Effective: July 1, 2017

PURPOSE: To establish a policy for the rental of the Brio Community Center facilities for Association sanctioned meetings and events, Declarant activities and gatherings, and Member activities or gatherings and

GENERAL: The Association, Association Members, Declarant and Association Community Partners may utilize the Center facilities under the following Rules and Policies:

- Association and Declarant meetings, activities and events take precedence over other requests to use the Center facilities; however the Association and Declarant will accommodate requests as they are able.
- The rental and/or use of the Center facilities are for Members in good-standing with the Association. Members may be restricted from rental and/or use of the Center facilities at the discretion of the Board of Directors or management staff for delinquent Association assessments, violation of Association rules and design review guidelines, or deliberate abuse of the Center and common areas.
- All rentals require specific fees/deposits (non-refundable and refundable) which reserve the rental date and may be used to cover any costs incurred by the Association.
- No services nor amenities, except those specifically stated in the Rental Agreement, are provided with the rental of the Center facilities
- All rentals must comply with the time and noise restrictions established by the Association.
- The Association will not be held liable in the event of accidents resulting in injury, illness from food preparations, lost or stolen items or any unforeseen mechanical problems.
- Gatherings of twelve (12) or more are considered a party. A party is considered a rental activity and therefore the Member(s) must comply with all terms of this Rental Policy.
- A Member may reserve an area of the Community Center within the capacity limits of the specified areas.

SPECIFIC:

- Member rentals
 - o Member is responsible for all actions and conduct of all participants and guests during the rental period.

- A member is required to be in attendance throughout the duration of the rental. Failure to do so will result in a forfeiture of the Security deposit.
 - Member rental of Center facilities may not be used for commercial purposes. Products may not be sold and donations may not be solicited for the benefit of any individual or entity, except by invitation and/or approval from the Board of Directors.
 - Members may sponsor a person who is related by blood, adoption, marriage, or domestic partners within the third degree of consanguinity or affinity. All conditions above apply to such a rental.
- Rental policies
- Total participants must not exceed posted room capacities.
 - All animals, with the exception of service animals, are prohibited.
 - No rice, birdseed or confetti may be thrown or used in the Center or on Center grounds.
 - Smoking is prohibited inside the Center and on the Center grounds
 - Decorations may be hung only with a product that will not cause penetration of the walls or stripping of paint. No tape, nails, staples, glitter or confetti are allowed. No decorations are permitted on windows.
 - Only the room(s)/area(s) specified in the Agreement may be used. The Association retains the right to schedule concurrent events, by separate parties in other areas at the same time.
 - Rentals must begin and end at the time indicated on the Agreement unless prior arrangements are agreed to in writing by the management staff. The time indicated on the Agreement includes setup and cleanup time and deliveries for the rental.
 - Rental applications can only be accepted ninety (90) days prior to the rental date.
 - Only vendors approved by the Association are permitted to provide services for rentals.
 - Vendors providing services for rentals must provide current Health permit, Catering license and Insurance matching the Renter insurance ten days prior to the rental date.

RENTAL RESERVATION

- Choose a date for the rental and check availability with management staff.
- Once availability is known, complete and submit the Rental Agreement application and associated documents
 - Submit the Rental Agreement Application
 - Submit the Facility Use Agreement
 - Submit the Rental Fee
 - Submit the Security Deposit

- Submit the Insurance Liability certificate of not less than \$1,000,000 in value naming Brio Homeowners Association and CCMC as additional insureds for the day of the rental.
- Upon review and confirmation of the rental documents, management staff will provide a written acceptance of the Rental Agreement application. Until management staff signs this document, the rental is not confirmed.

Brio Community Center

Rental Agreement

In consideration of the rental and use of the Center facilities described in the Facility Agreement, I hereby accept all risk to the health of myself and my guests and/or our injury or death that may result from such use of the Center facilities. I hereby release BRIO Homeowners Association (Association), its governing board, officers, employees, agents, and representatives from any and all liability to me or my guests, our personal representatives, estate, heirs, next of kin, and assigns for any all claims and causes of action for loss of or damage to our property and for any all illness or injury to the person of both myself and my guests, including death, that may result from our occur during our use of the Center facilities, whether caused, in whole or in part, by negligence of Association, its governing board, officers, employees, agents, or representatives, or otherwise.

I further agree to indemnify, defend, and hold harmless Association and its governing board, officers, employees, agents, and representatives from liability for the injury or death of any person(s) and damage caused, in whole or in part, by the act or omission of either myself or my guests while using the Center facilities, regardless of whether it is caused in part by a party indemnified thereunto. The Association shall control the defense provided by me pursuant to this provision, and shall choose the counsel to be used in such defense. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity that would otherwise exist as to any party or person described in this paragraph. I also understand that any damage to the property, the buildings, or the furnishings will be my responsibility and additional charges will be assessed to my homeowner account. I accept full responsibility for the conduct of my guests. I have read and fully understand the terms of this Agreement and policies set forth in the BRIO Community Center Rules and Regulations and BRIO Community Center Rental Policy and by signing this document, I agree to adhere to all policies regarding the use of Center facilities.

Renter Signature

Date

Brio Management Staff Signature

Date

Date and Time of Event: _____

BRIO Community Center

Rental Agreement - Security Deposit Agreement

Security Deposit: The Security Deposit refund will be processed within ten business days after the rental is held if all conditions of the Use Agreement and Rules & Regulations are met. The refund will be mailed to the address listed on the Use Agreement unless otherwise instructed in writing. The Security Deposit may be used in whole or in part to compensate for repair of any damages. If the Security Deposit amount is not sufficient to correct any damage, I understand that I shall be liable for any additional monies needed to bring the rental area to its original condition. I further agree to accept full responsibility for any damage or theft and agree to pay the Association for any replacement costs. I will not hold the Association responsible for any physical harm that is suffered or any property damage that is incurred from activities related to my rental. I will be in attendance throughout the entire length of the rental and understand that if I leave the rental, this contract will become null and void, the rental will end and the deposit will be forfeited.

Cancellations: Cancellations must be submitted in writing. Rentals cancelled over ten days prior to the scheduled rental date will receive a 100% refund of the Security Deposit. Those rentals cancelled between one and nine days of the scheduled event date will receive a 50% refund of the Security Deposit. There will be no refund of the Security Deposit if the rental is cancelled less than twenty-four hours before the start of the rental.

Renter Signature

Date

Brio Management Staff Signature

Date

Date and Time of Event: _____

BRIO Community Center

Rental Agreement - Use Agreement

Date of Rental: _____

Event Description:

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Additional Contact: _____ Phone: _____

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Rental Timeframe: Includes setup/preparation and clean-up and check out.

Rental Start time: _____ Rental End time: _____

Event Details:

Room(s) Rented: _____

Food to be served: Yes _____ No _____

If Yes, Name of Caterer(s) if any:

Entertainment: Yes _____ No _____

If Yes, Name of Entertainer(s): _____

Tables, Chairs, Linens, Dishware: Yes _____ No _____

If Yes, Name of Vendor(s): _____

Alcohol to be served: Yes _____ No _____

If Yes, Name of Provider(s): _____

Expected Attendance: _____

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Rental Agreement - Use Agreement (continued)

Rooms rented for this Rental. Check all that are rented.

<u>Rental</u>	<u>Room</u>	<u>Capacity</u>	<u>Rental Fee</u>	<u>Security Deposit</u>
_____	Kitchen	3	\$25.00/hr.	\$250.00
_____	Social Room 1	77	\$0.0/hr.	\$250.00
_____	Social Room 2	77	\$0.00/hr.	\$250.00
_____	Social Rooms 1 & 2	154	\$0.00/hr.	\$250.00
_____	Gathering Room	107	\$0.00/hr.	\$250.00
_____	Event Lawn	150	\$0.00/hr.	\$250.00
_____	Pool (Indoor/Outdoor)	25/event	\$0.00/hr.	\$100.00

Renter Signature

Date

Brio Management Staff Signature

Date

Brio Facility Rental

Proof of Liability Insurance: _____

Date of Event: _____

Refundable Deposit: _____

Fee Collected (if any): _____

Deposit Returned/Shredded On: _____

Brio Facility Rental Cleaning Requirements for Deposit Refund

Dining Room 1 & 2:

***Vacuum, trash bags, glass cleaner, spray disinfectant, rags, and paper towels, broom, and mop/bucket will be provided. Please leave cleaning supplies in the kitchen area when gathering is over and cleaned up.

Wipe up spills on carpet with water as soon as possible.

Thoroughly wipe tables and chairs used.

Wipe all handprints and smears on glass windows on both sides, including pool entry door(s) if used.

Place all trash in bag(s) provided for your use, ties closed and take out to the dumpster.

Place new trash bag(s) in trash containers.

Replace tables and chair to where you found them.

Vacuum carpet

Kitchen Area:

Wipe down all counters

Clean/wipe out sink

Wipe spills in fridge & oven, if used.

Sweep/mop kitchen floor

Place all trash in bag(s) provided for your use, ties closed and take out to the dumpster.

Place new trash bag(s) in trash containers.

Thoroughly wipe tables and chairs used.

Remove all unused food from fridge/freezer.

Outside Patio Area:

Thoroughly wipe tables and chairs used.

Clean up any trash and place all trash in bag(s) provided for your use, ties closed and take out to the dumpster.

Sweep up crumbs and wipe up spills.