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**THE SHORES HOMEOWNERS ASSOCIATION
CLUBHOUSE
USE AND RENTAL AGREEMENT**

This agreement is made this ___ day of _____, 20___ by and between the SHORES HOA, INC. and _____ (hereinafter “renter”), whereas The SHORES Homeowners Association is the owner of certain premises and facilities located as follows: 1899 S Channel Way, in the Shores Subdivision in Eagle, ID and whereas, the renter desires to have the temporary, exclusive use of these premises, as follows:

EVENT DATE: _____ HOURS OF EVENT:

APPROXIMATE NUMBER OF GUESTS:

SECURITY DEPOSIT: \$140: Please note, the \$140 *IS refundable pending Clubhouse Check*. All renters are given a checklist approved by the Board of Directors. Should the Clubhouse not be left in checklist standards, monies from the deposit will be held back for necessary cleaning.

(Please make all checks payable to: THE SHORES HOA)

Reservations are made on a first come, first served basis. The reservation occurs upon receipt of the signed and completed contract and the security deposit. **There are no verbal “holds”.**

Renter: _____ Date

Address _____

Home Phone _____

Cell Phone _____

Email _____

Contact person day of event _____

Contact’s Phone

SECURITY DEPOSIT AND CONTRACT ARE REQUIRED TO SECURE THE CLUBHOUSE RESERVATION

The Shores' Association does hereby license and authorize renter to have temporary use of the premises described above subject to compliance with the following conditions:

1. Renter agrees to hold The Shores Homeowners Association and its Board of Directors harmless from all claims, liability or responsibility for injury or property damage that may occur while this agreement is in effect. The use of this facility is **TOTALLY** at the users own personal risk.
2. The Shores Homeowners Association and its Board of Directors are not responsible for any personal belongings lost, stolen, or left on Shores HOA property.
3. Applicant is liable for all damages incurred regardless of amount, which may include, but not limited to fixtures, furnishings, and other accessories. The renter will surrender the premises in the same order and condition as they were at the beginning of the function.
4. **NO MUSIC ALLOWED AFTER 10:00 PM:** The Noise Ordinance of the City of Eagle does not allow music to be played outside the premises after 10:00P.M. There are no exceptions to this law. Music, or amplification provided by recordings or musicians must be confined within the Clubhouse and kept to a level that does not cause stress for the neighbors. Any party causing stress among the neighbors which results in verbal complaints or visits from the police department will cease immediately. Speakers must stay inside. **THERE ARE NO EXCEPTIONS TO THIS RULE.**
5. No underage consumption of alcoholic beverages. Should the Shores Homeowners Association and its Board of Directors become aware of underage alcohol consumption, law enforcement will be notified. The Shores Homeowners Association and its Board of Directors strictly adheres to all Idaho laws and maintains a Zero Tolerance for underage alcohol consumption. Absolutely no alcoholic beverages permitted to be consumed in the parking areas.
6. The renter, guests, employees/contractors agree to arrive and vacate the facility at the scheduled time or the renter will be subject to \$100/hr or part of an hour additional time charge.
7. A \$140 deposit shall be paid to The Shores Homeowners Association by the renter and shall accompany this agreement. \$140 of this deposit is **REFUNDABLE** pending status of clubhouse. Please allow 30 days for \$140 refund. Renter accepts all cleaning and repair costs including any costs that may exceed the deposit amount. Renter responsibility shall include removal of all renters' property from the facility and premises and removal and proper **disposal of all trash.**
8. Any items left on the premises will be considered abandoned, and the Shores Homeowners Association and its Board of Directors may dispose of them without notice. Renter understands and accepts that the Shores Homeowners Association may keep and apply such portion of the deposit as may be necessary to remove abandoned items, and repair the facility and premises.

9. No pets of any kind are permitted within these premises at any time.
10. No smoking allowed in the Clubhouse or within 10 ft of doors at any time.
11. All decorations must be “free standing” and may not be attached to any Clubhouse walls, windows, furniture or fixtures with tacks, tape, nails or glue. No glitter or glitter products can be used for decoration. Outside decorations are permitted with prior consent from the Shores Homeowners Association and its Board of Directors.
12. Please be advised, reservations during the months of May through September will share the restrooms with pool patrons.
13. The parking lot shall be shared with residents and event attendees on a first come first serve basis. No overnight parking is allowed in the driveway, parking lot area, or on the public streets near the facility. Violators are subject to having vehicles towed at owner’s expense.
14. All furnishings must be returned to their proper arrangement after use of the facility. **Please note: Furniture or furnishings may not be removed from the clubhouse at any time during the rental period or the entire deposit will not be refunded.**
15. Renters agree to put garbage in cans, pick up trash and ensure the clubhouse house is the same general state as it was upon check in.
16. Renter agrees to turn off all appliances and light fixtures and to lock facility after use.
17. Do not use the facilities if you or your guests are sick and practice safe social distancing (6’ minimum) at all times.
18. All doors, including restroom doors, to be unlocked and unrestricted during the party use.
19. Renter agrees to be present at all times while guests are present at the premises and facility. Under no circumstances will renter grant access to the premises and facility without being present during the entire period.
20. Renter accepts responsibility to assure that all guests and other users of the facility and premises follow all rules and requirements of the Shores Homeowners Association.
21. The renter agrees to provide adequate supervision of minors at the event.
22. Any misrepresentation under this Rental Use Agreement is subject to forfeiture of entire deposit.
23. Keys must be returned to the lock box. Applicant agrees to pay all costs of replacing keys and fobs that are lost. (\$50/key)
24. The Shores Homeowners Association and its Board of Directors may monitor and inspect the Clubhouse and parking lots at any time during the event described in this agreement. The renter agrees, if the Shores Homeowners Association and its Board of Directors deems the actions of the event attendees undesirable for any reason, the Shores Homeowners Association and its Board of Directors may order the renter, guests and employees to vacate the Clubhouse immediately without any refund.
25. The Shores Homeowners Association and its Board of Directors reserves the right to refuse to rent the Clubhouse for any purpose it deems to be detrimental to or not in the best interest of the HOA members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.

26. The Shores Homeowners Association and its Board of Directors shall not be liable for its failure to perform this contract if such failure is due to, but not limited to double booking, lack of cleaning, fire, flood, earthquake, foul weather, or any emergency condition that is beyond the control of management prevention or interfering with performance.

27. Renter agrees to provide all necessary hand sanitizer, antibacterial soaps and cleaners and other PPE as needed during the use of this facility rental period.

I have read the above rental and use agreement and fully accept all of its terms and conditions. I understand that I take full responsibility for all guests and other users of the facility and premises and will comply with the terms of this agreement. I have been provided with a copy of this agreement and accept it as a receipt for my deposit.

Renters' Signature _____ Date

For Office Use Only

Approved _____ Rejected

Received Deposit _____ Check Number
Date premises and facility inspected **p** _____ By **ecti** _____

Comments: _____
Amount of deposit returned _____ Date Returned