



CONTRACT AND AGREEMENT FOR THE USE OF THE CONCORD VILLAGE CLUBHOUSE FACILITIES

The amenities of the Clubhouse provide a positive impact for all users on both a social and physical level. To ensure that we maintain this positive impact, it is necessary to have rules and guidelines. The intent is to guarantee an environment that enhances the lives of all users. These rules are not intended to diminish the positive experience but are put in place to guarantee its existence.

This Agreement made and entered this _____ day of _____, _____ by and between Concord Village, Inc. (the "Corporation") and _____, hereinafter referred to as "A Member".

WITNESSTH: That Member shall be provided the use of the Concord Village Clubhouse Facilities located at 2600 N. Saratoga St. Tempe, AZ 85281, hereinafter referred to as "facilities", under the following the terms and conditions. The Swimming Pool area is NOT included in the term "facilities". _____ (initial)

- **A NEW CONTRACT & DEPOSIT IS REQUIRED FOR EACH INDIVIDUAL EVENT.**
 - **CLUBHOUSE IS FOR THE USE OF MEMBERS ONLY.**
 - **NO ALCOHOL AT ANY TIME IS ALLOWED.**
 - **THE KEY TO THE CLUBHOUSE MUST BE PICKED-UP BY THE MEMBER NO LATER THAN 3:00 PM THE DAY BEFORE THE EVENT OR, FOR WEEKEND EVENTS, ON FRIDAY. FAILURE TO PICK UP THE KEY BY 3:00 PM WILL RESULT IN AUTOMATIC CANCELLATION OF YOUR SCHEDULED EVENT.**
 - **CANCELLATIONS MUST BE RECEIVED AT LEAST 24 BUSINESS HOURS PRIOR TO THE RENTAL DATE OR THE RENTAL FEE WILL BE FORFEITED.**
1. This function shall be held on _____, _____, between the hours of _____ AM/PM until _____ AM/PM Neither Concord Village, Inc. nor Sunrise Property Management shall be responsible for any item left in the facilities after the designated rental period. YOUR EVENT MUST BE OVER BY 10 PM & THE CLUBHOUSE CLEANED AND VACATED BY MIDNIGHT OF THE DAY OF THE EVENT. Overnight sleeping is not permitted. _____ (Initial)
 2. The type of the function is _____
 - a. The maximum number of persons attending shall be _____.
 3. Rental fee for the clubhouse is \$50. A security deposit of \$100.00 made payable by cashiers check or Money Order, \$50 non-refundable check, and this signed rental agreement shall be received by 3 PM the business day before the event. _____ (initial)
 4. Member states that he/she is a bona-fide Member in good standing, is at least 18 years old, and understands that any expense of clean up and/or repair following the function shall be the sole responsibility of the Member and failure of the Member to pay such costs shall result in the costs being added to carrying charges. The sponsoring Member must be present at the event from start to finish. Failure of Member to be in attendance may result in a forfeiture of security deposit and/or loss of privilege to use the facility again. _____(initial)

5. Member hereby states that the facility will be used as an “extension of his/her living room” and for no other reason and for no unlawful purpose. _____(initial)
6. NO ALCOHOL is permitted. Serving of alcohol may result in a forfeiture of security deposit and/or loss of privilege to use the facility again. _____(initial)
7. Smoking is NOT permitted in or around the facility, including entry hall and restrooms. Any evidence and/or damage of smoking will result in loss of security deposit. _____(initial)
8. The furniture cannot be moved. Moving the furniture may cause damage to floors and it is strictly prohibited. Moving of furniture may result in a forfeiture of security deposit and/or loss of privilege to use the facility again. _____(initial)
9. Hot items that could leave a stain are not to be set on the wood or glass topped tables. _____(initial)
10. No staple guns, hot glue guns, nails, thumb tacks, confetti or glitter are to be used to decorate the clubhouse. Preinstalled hooks are provided for decorating. No attaching anything to ceiling fans. _____(initial)
11. All music must cease to play no later than 10:00 PM and shall be played at a volume not to be heard outside the facility. _____(initial)
12. The rental fee, a security deposit, and the signed contract must be submitted to the office by 3 PM a business day prior to your event. The security deposit shall be returned to the Member only if there is no damage, other than normal wear, or items missing from the facility as determined by the Manager. The facility must be left in an orderly manner and all items complete on the attached Cleaning Checklist. This is the responsibility of the Member. No clubhouse key will be issued until the funds and contract are received by the office. _____(initial)
13. The Member accepts FULL RESPONSIBILITY for actions of Member, Member’s guests, and invitees and for damage to the facility furnishings, or removal of any items shown to have been caused by them. Member agrees to pay in full the amount of such damage and further agrees that if such payment is not made in thirty (30) days, such payments will be charged to their carrying charge balance. The Corporation shall be the sole judge as to whether damage has occurred. Said Assessment shall be in no way limit Owner from enforcing this Agreement in any court competent jurisdiction. _____(initial)
14. Upon leaving the facilities after use, the Member shall lock all exterior doors and windows, make sure oven, coffee pot, etc. are turned off, all lights are extinguished. _____(initial)
15. “Air Conditioner and Heating Requirements” If you need the AC/heat make sure the doors and windows remain shut during the course of your event. The door/windows are not permitted to remain open with the AC/heat running. Also, do not leave fan on auto. _____(initial)
16. Under no circumstances shall any illegal substances be brought into the facility or onto any part of the premises including parking areas. Member shall not permit any noise or conduct that may be offensive to other Village residents or result in disturbance of the peace. _____(initial)

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17. Any Member of the Concord Village Board of Directors, the Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function if there is any reason to believe that violation of this agreement has, in fact, occurred, is occurring, or may occur. _____ (Initial)
18. If, in the reasonable judgment of the Owner (Board of Directors, the Property Manager, or their designated representative), any term or condition herein has been violated by the Member, his/her guests, or invitees, the function may be declared "terminated" at the Owner's discretion, in addition to Owner reserving the right to sue Member for damages. _____ (initial)
19. This Agreement will be governed by, and construed in accordance with, the laws of the State of Arizona, and the parties agree to jurisdiction in such State. In the event of any litigation concerning the rights or obligations of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including attorneys' fees. _____ (initial)
20. Return this Agreement along with the security deposit Money Order or cashiers check of \$100 and \$50 rental fee to the office.
21. Insurance. Clubhouse User shall maintain the amounts and types of insurance described herein below and shall provide the Association proof of the required insurance at least three (3) days in advance of Clubhouse User's event:
 - No proof of insurance is required for this event _____ (initial of Corporation representative)
 - Insurance coverage is required and consists of Commercial General Liability insurance utilizing ISO form CG 0001 (or its equivalent) in an amount no less than \$1,000,000 per occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$1,000,000 General Aggregate, and a deductible of no more than \$5,000 per occurrence; Automobile Liability insurance with a minimum combined single limit of \$1,000,000 for each occurrence; and, if required by law, Workers Compensation insurance to cover Arizona statutory limits. Waiver of Subrogation shall be provided on the General Liability and, if applicable, Workers Compensation policies. The above policies shall name the following as additional insureds: Concord Village Inc. and its respective directors, officers, managers (including Sunrise Management), agents, employees, and volunteers. A certificate of coverage shall be provided to the Corporation prior to the rental. _____ (initial)
22. Limitation on Liability. The Corporation shall not in any manner, or for any cause, be liable or responsible to Member or its guests, attendees, invitees, vendors, agents, employees, or contractors for any injury, loss of life, or damage to Member or its guests, attendees, invitees, vendors, agents, employees, or contractors, or to any goods or other property brought into the Clubhouse by Member or its guests, attendees, invitees, vendors, agents, employees, or contractors. Member hereby waives, as against the Association, any and all suits, claims, damages, losses, costs, and expenses which may

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be incurred by the Association in connection with such injuries, loss of life, or damages. Member has inspected the Clubhouse and facilities and assumes the risk of all conditions (dangerous or not) in and about the Clubhouse and facilities, and waives any and all specific notice of the existence of such conditions. _____(initial)

23. Governing Law and Legal Fees. This Agreement will be governed by, and construed in accordance with, the laws of the State of Arizona, and the parties agree to jurisdiction in such State. In the event of any litigation concerning the rights or obligations of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including attorneys' fees. . _____(initial)



INDEMNIFICATION

In exchange for permission from Concord Village, Inc. to rent the Community Clubhouse, I/We do hereby agree as follows:

I/We shall hold harmless and indemnify Concord Village, Inc. and Sunrise Property Management, its officers and directors both personally and in their official capacities, its successors and assigns, both individually and collectively, from and against any and all liabilities, costs, damages, expenses, and any attorney's fees or costs of defense resulting from or attributable to any and/or all acts and omissions of mine/ours and by my/our guests pertaining to the use of the Community Clubhouse, including, but not limited to, damage or injury to my/our guest's persons, possessions, or property.

I/We accept full responsibility for maintaining the condition of all property (building, flooring, furniture, appliances, etc.) as originally provided at the time of pre-rental. I/We fully understand that if the property is not in the same condition as it was at the time of the initial rental, the security deposit will be forfeited to the extent necessary to return the Community Clubhouse to its pre-rental condition. In the event the damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damages over and above the amount of the security deposit.

I/We agree to pay all reasonable costs, attorney's fees, and expenses that shall be incurred by Concord Village, Inc. if legal action is taken to enforce terms of this Agreement. I/We have received a copy of, and agree to abide by, the procedures, rules, and regulations of Concord Village, Inc. concerning the Community Clubhouse.

I/We understand that failure to comply with these procedures, rules, and regulations may result in the loss of my/our right to use the Community Clubhouse.

Member (PRINT) Member Signature

Address Unit#

Date _____

Phone Number (Cell/Home) _____

Phone Number (Alternate) _____

Corporation Representative Signature Date

