



CLUBHOUSE RENTAL & USE AGREEMENT

3782 S. Firenze Way, Meridian, ID 83642

Please use a separate form for each reservation. Upon approval of your reservation request, Tuscany Homeowners Association, Inc. (Association) does hereby license and authorize the Homeowner (Member) to have temporary use of the portion of the premises described above subject to the Member's compliance to the following conditions:

1. Members must be in good standing of the Association to reserve the clubhouse for a private party.
2. Reservations January through October will have a \$75.00 per day use fee. Reservations during November and December will have a fee of \$100.00 per day. No refunds will be allotted for cancellations without 48-hour notice. Reservations may be received six (6) months in advance.
3. *For each reservation there will be a deposit of \$150.00, payable via personal check to be mailed or personally delivered to MGM. This deposit check will be held until after the event when a satisfactory walk-through inspection has been completed and confirmed from a member of the Association's Clubhouse Committee. The rental fee will be deposited upon receipt.*
4. The Clubhouse, including all related facilities and property shall be returned to the Association in the condition and position it was in prior to the time the Member takes possession of the Clubhouse.
5. The Member is responsible for cleaning and leaving the interior of the Clubhouse and the grounds surrounding the Clubhouse in an orderly and clean condition, including without limitations, the restrooms, kitchen area and all furniture and fixtures. Failure to follow the cleaning requirements will result a non-refund of your deposit and possible additional charges. No tape, thumbtacks, or glitter may be used for decorating. All cleaning must occur the same day as the reservation, or prior to the post walk-through.
6. Members will contact the committee member (scheduled the week of your reservation) to arrange a pre-inspection, post inspection and key exchange at least **48 hours** prior to the event. If the Member is verbally abusive toward a committee member, a one (1) year suspension from using the clubhouse will be imposed by the Association.
7. Reservations will be taken on a first-come, first-serve basis. A reservation will be accepted upon receipt of the below Request Form, and funds. There will be no verbal "holds". There will be only one reservation per day.
8. Only Members may reserve the facility and **MUST BE** present for the pre and post walk-through, and in attendance for the **ENTIRE** time of the rental. Walk-throughs will not be done with anyone other than the Member who made the reservation. Minors under 21 years of age must be supervised at all times. Members will be held responsible for the conduct of all their guests.
9. Members are allowed to reserve the clubhouse a maximum of once a month.
10. Clubhouse hours are from 8:00am to 12:00am. The Clubhouse is obligated to be operated under all City codes and ordinances.
11. NO SMOKING is allowed in the Clubhouse, pool area or premises.
12. No one under 21 years of age will be allowed to consume intoxicating beverages on the premises.
13. Some supplies are available from time to time, but Members are responsible for bringing their own cleaning supplies and trash bags. All trash and debris must be removed from the premises.
14. The Member and their guests are NOT allowed on the pool deck unless the pool is officially open.
15. Restrooms will be open and available to those in the Clubhouse and for the residents at the Pool when open.
16. The swimming pool and deck are for the enjoyment of all Members and cannot be reserved as part of a Clubhouse function. At no time shall a function at the Clubhouse encroach upon these areas.

17. No pets are allowed in the Clubhouse or on the Clubhouse grounds, including the pool area and playground.
18. Undue noise is not allowed. There is a local noise ordinance in Ada County; surrounding residents may call the police if you are disturbing the peace.
19. Bicycles, scooters and roller blades are to be parked at the bicycle rack. Said items may not be left in front of the clubhouse or along the fences.
20. No glass containers are allowed in the parking lot, pool deck, putting green or in the children's playground.
21. The Association reserves the right to enter the Clubhouse and terminate any function should the conduct of any person using the Clubhouse endanger the health, safety or welfare of any person, constitute a threat to the Clubhouse or other property, or reasonably interfere with the peace and enjoyment of the Members of the Association.
22. Should the pool become contaminated with fecal matter State laws require that the pool be closed immediately to complete water treatment and testing. Let Management know right away.
23. The homeowner, all guests and invitees agree to indemnify and hold harmless Management, the Tuscan Homeowners' Association, Inc. its Board of Directors, its volunteers and or employees for any and all losses, claims, damages, lawsuits, etc., which occur or arise out of the use of the Clubhouse or pool facility. Members are responsible to abide by all Federal and City ordinances.
24. The Member understands and agrees to abide by all local, state and federal laws and ordinances that pertain to residents, guests and invitees while using the Clubhouse. The Member understands that any violation shall be grounds for immediate termination of the right to use the Clubhouse. Any such termination shall not waive or change the Member's obligation in this Agreement.
25. The Clubhouse Committee and Homeowners Association Board reserves the right to refuse to rent the clubhouse for any purpose it deems to be detrimental to or not in the best interests of its 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. I agree that all deposits, legal fees, actual costs incurred and expenses incurred by the Association as a result of my use of the Clubhouse under this Agreement shall be considered an Assessment and constitute a lien against my property and shall be fully collectible.
27. The renter understands the premises may be monitored or under surveillance in order to ensure safety and security to the Association. Upon approval of a reservation the Member's name and phone number will be posted on the website as confirmation.
28. There is a max of 75 guest per fire code.

**If you would like to hire the vendor that the Association uses, to clean up after your party, please set this up in advance. Their rate is \$100.00 Flat Fee. You may reach them directly at:
Sister Sweepers, Jill Siddoway, Cell (208) 440-8132, Email sistersweepers@gmail.com**

Tuscany Clubhouse Reservation Request Form

The completed form may be emailed to tuscany@mgm.replypro.homes or mailed to Tuscany Homeowner's Association C/O MGM Association Management- PO Box 1246 Meridian, ID 83680.

Please note that it is your responsibility to contact the committee member (scheduled the week of your reservation) to arrange a pre-inspection, post inspection and key exchange. Make sure that you have made an appointment with the scheduled committee member at least **48 hours minimum** prior to your event. Weekends are a very busy time for everyone, and this is why we ask that you set up your pre and post walkthroughs well in advance.

Name _____ Event Date: _____

Number of guests: _____ Event Start Time(setup): _____ Event End Time (cleanup): _____

Nature of function: _____

As a Member of Tuscany, 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 understand that should I or a member of my event fail to abide by the above rules, my privileges shall be revoked. I understand that my Fee's check and my deposit check will be processed for my reservation according to all fees noted in the total Agreement.

* [If a negative committee report is filed, your deposit will be debited for any damage or additional repair costs.]

Member's Signature _____ Date _____

Address _____ Phone # _____

Alternate phone _____ Email address _____

Please remit two personal checks, one for the usage fee (\$75.00 for Jan-Oct reservations, \$100 for Nov-Dec reservations) and the second for the Deposit of \$150.00. All checks are to be payable to Tuscany HOA. Please Mail or drop off the checks to our office at:

Mailing:

Tuscany HOA
C/O MGM Association Management
P.O. Box 1246
Meridian, ID 83680

Physical:

MGM
289 SW 5th Ave
Meridian, ID 83642

Received by _____ Date _____

Paid _____