

**Falcon Ridge Homeowners Association (HOA)  
Clubhouse Rental Agreement**

Name(s) of Homeowners: \_\_\_\_\_

Name of Home Renter (if applicable) \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number (Home) : \_\_\_\_\_ ( Work): \_\_\_\_\_

Date Requested: \_\_\_\_\_ Day of Week: \_\_\_\_\_

Time of Event: (from) \_\_\_\_\_ (to) \_\_\_\_\_

Number of Attendees: (Adults) : \_\_\_\_\_ ( Children 1-13 years): \_\_\_\_\_

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**NOTE: ANY USE OF TAPE OR TACKS IN/ON WALLS OR MOLDING WILL RESULT IN FORFITURE OF DEPOSIT**

The clubhouse facilities may be rented for private events sponsored by Falcon Ridge Homeowners/Home Renters only. Occupancy maximum is 75 persons. This is a **NON-SMOKING** facility.

If any alcoholic beverages are to be served, (Homeowners/Home renters) must provide proof of host liquor liability insurance with combined single limit coverage of \$1, 000,000 with respect to injuries, deaths, or damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be delivered to the Clubhouse Reservations agents at least one week prior to the Clubhouse rental, or this rental agreement is subject to automatic termination by the Homeowners Association.

If any alcoholic beverage other than unfortified wine or beer is to be served, or any alcoholic beverage is to be sold, Homeowner(s) must obtain a limited special occasion permit or such other permit as may be required by the state ABC Commission.

The Falcon Ridge HOA will officially reserve the Clubhouse subject to availability **upon receipt of check payable to Falcon Ridge HOA for rental fee and signed Club House Rental Agreement.**

Signed agreement and check will be delivered to: Bridget McDonnell, 5207 Wrens Nest Lane or Carole A. Winston, 9238 Kestral Ridge Dr.

**Falcon Ridge Homeowners Association  
Clubhouse Rental Fee Structure**

Falcon Ridge Residents:

1-75 persons (Maximum):	\$150.00 refundable deposit; signed rental agreement
Reoccurring rental:	No deposit required; Falcon Ridge resident must take responsibility for getting clubhouse key back to designated board member.

Refund of Deposit Policy: The deposit is refundable upon confirmation by Falcon Ridge Inspection team that the facility was left clean and in good condition, and the keys were returned; deposit will then be refunded. **ANY COSTS INCURRED IN CLEANING OR REPAIRING THE FACILITY WILL BE DEDUCTED FROM THE DEPOSIT. BY SIGNING THIS AGREEMENT, THE HOMEOWNER/RENTER HEREBY AGREES TO BE RESPONSIBLE FOR ANY AND ALL COSTS INCURRED IN REPAIR OF THE FACILITIES TO ITS CONDITON PRIOR TO THE SUBJECT EVENT, WHICH SHALL NOT BE LIMITED TO THE AMOUNT OF THE DEPOSIT. THE DEPOSIT MAY ALSO BE FORFEITED FOR THE IMPROPER USE OF THE FACILITY. IMPROPER USE OF THE FACILITY OR VIOLATION OF RENTAL POLICIES MAY ALSO RESULT IN USE RESTRICTIONS.**

Homeowner(s) acknowledges that his/her use of the facility is purely for the pleasure of Homeowner(s) and his/her guests and may not be used for business or commercial purposes. Charity and/or community support fundraising events may be allowed with permission of the Board of Directors. Homeowner(s) further acknowledges that neither Falcon Ridge HOA, and its partners, affiliates, contractors, agents, assigns, and related companies, Hawthorne Management Company (the "Manager"), nor the Highland Creek CCA, have any liability for, the actions or inactions of Homeowner(s) and his/her guest and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Homeowner(s) on behalf or him/herself, his/her heirs, successors, and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Homeowner(s), his or her guests and invitees, now have or may hereafter have which are related in any way to any loss, damage or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxication substances, engaged in while using the facility.

Homeowner(s) on behalf of him/herself, his/her heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from use of the facilities, including the buildings and sidewalks adjoining same, by the Homeowner(s), his or her guests, and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while

using such facilities. In the event any action or proceeding is brought against the Manager, or the Association, their respective officers, directors, shareholders, agents, members, successors or assigns by reason of any such claim, Homeowner(s) covenants and agrees to pay all cost of defense of such action or proceeding by counsel satisfactory to the Manager, and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and Homeowner(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Homeowner(s) in fulfilling such obligations shall not relieve Homeowner(s) of the indemnification and defense obligations set forth herein.

Homeowner(s) has read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

Yes      No

Will liquor be served at this subject event?      \_\_\_\_\_      \_\_\_\_\_ (Initial here)

**Your homeowner assessments must be paid in full before you may use the facilities.**

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Renter's Signature

\_\_\_\_\_  
Date

**(Revised 10/2011)**