



V E N T A N A

Ventana Rental Contract – Amenity Center/Pool

First & Last Name: _____ Address: _____

Phone: _____ Email: _____

Type of Event (kids party, adult party, themed party): _____

Date of Event: _____ # of Guests * _____ Pool Card # _____

***A limit of ten (10) non-homeowner guests allowed.**

The Ventana Amenity Center/Pool is available Monday-Sunday 6am-9pm. A fourteen (14) day advance notice is required on all reservations. No reservations will be accepted for holidays, holiday weekends, or on the day of an organized Association event. The Association reserves the right to refuse a rental and/or future rentals in the event facilities are left in poor condition or if there is evidence of policy or rule violations.

Monday-Thursday : 9am-11pm _____ 1pm-4pm _____ 6pm-8:30pm _____
Friday-Saturday-Sunday: 9am-11pm _____ 1pm-4pm _____ 6pm-8:30pm _____

\$0 Reservation Fee \$100 Refundable Damage Deposit

Rental Fee: \$ _____ Check #: _____ Date of Payment: _____

Deposit \$ _____ Check #: _____

The Ventana HOA reserves facilities on a first-come first-serve basis upon receipt of rental fee, signed agreement, and/or deposits. Members of the VENTANA HOA who are delinquent on their assessments will not be permitted to rent the facility until the account is current. This includes late fees owed.

Date Reservation Submitted: _____

Rental Details

Eligibility

Reservations are available on a first come, first serve basis upon receipt of rental fee, executed contract, and/or deposits. No one under the age of 21 may reserve the facility. Members of the VENTANA HOA who are delinquent on their assessments will not be permitted to rent facilities until the account is current. This includes late fees owed.

Reservation

No reservations will be accepted on holidays, holiday weekends or conflicts with times of HOA community events. The Association reserves the right to refuse a rental and/or future rentals in the event facilities are left in poor condition or if there is evidence of policy or rule violations. The Ventana HOA reserves facility on a first-come first-serve basis upon receipt of rental fee, signed agreement, and/or deposits. VENTANA, as a general courtesy, will hold a reservation for 48 hours. All reservations are subject to be removed if a contract has not been signed and the fee and deposit have not been made within that 48 hour time frame. All reservations are subject to approval by the VENTANA Board of Directors, FirstService Residential, or the Advisory committee.

Duration of Event

All reservations will end by no later than 8:30 p.m. Clean up of the facility and all attendees must exit the building by no later than 9 p.m. Please allow for time to clean up and vacate by rental end time.

Guest Conduct

The Renter is responsible for ensuring all guests adhere to the policies of the HOA. The Renter is also responsible for all damages, including damages caused by attendees. Financial responsibility for any and all damages, as determined by the Ventana HOA Board of Directors and/or FirstService Residential, will be the sole responsibility of the Renter. Renter shall reimburse the association for any excess costs immediately upon notice of the amount due. Balances that remain unpaid will be charged to the homeowner's/member's account and will result in loss of amenity privileges.

Deposits / Fees / Cancellations

A refundable deposit of \$100 is required at the time the reservation is secured and must be made payable by check to Ventana HOA. The rental fee and refundable deposit are required at the time the reservation is secured and made payable by check to Ventana HOA. If the event is not cancelled 14 days preceding the event, the deposit will be forfeited.

Check box if you would like your check returned to you. Otherwise your check will be shredded.	☐
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Initials: _____



General Reservation Policies

The Renter agrees to adhere to the following General Reservation Policies:

- The pool, amenity center and facility restrooms are not exclusive in your reservation. You are allowed to use them, but they are public and open to all owners in Ventana HOA.
- The VENTANA HOA resident that booked the party must be present for the entire event.
- Set up/clean up time is included in your reservation rental time. If you require additional time you are advised to reserve the time slot ahead of your event.
- To protect the facility from damage the following items will not be allowed: silly string, water balloons, face painting, fog machines, and bounce houses.
- All food and drink must be kept in the covered pavilion areas. At no time may food be consumed inside the pool area. No glass of any kind may be brought inside or outside the facility and common grounds.
- Trash is to be collected and removed from the facility to be disposed of in your personal trash bins. Fees will be assessed if party trash is left behind causing overflow.
- VENTANA HOA sponsored events are exempt from rental fees and take precedence over private rentals.
- Use of any VENTANA facility for personal financial gain or business generation is prohibited with the exception of VENTANA HOA activities, workshops or classes (such as boot camp, swim lessons, etc.).
- Events where services are rendered that require state licensing are prohibited. This includes but is not limited to: medical services, body art and piercing, personal grooming whether human or animal, childcare, etc.
- Use of chemicals such as turpentine, spray paint, bleach, acetone, paint thinner, or other caustic materials, etc. are prohibited.
- Alcohol is not permitted in the facility nor may it be consumed while attending an event.
- Illegal drugs or substances of any kind are not permitted in the facility nor be used or consumed on the premises.
- Ventana HOA will not be held liable for any injuries sustained during or as a result of private events inside or outside of all VENTANA amenities or any other common property.
- Adult supervision is required at all times.
- All HOA rules pertaining to use of facilities are required to be adhered to by renters and invited guests.
- Sexually oriented events or sexually oriented entertainment at events is prohibited.
- Noise and music must be maintained at a level which does not disturb neighboring homeowners or the general public. In the event of complaints, from officials or the general public, you may be asked to vacate the premises.
- Smoking, vaping and use of any other tobacco products are strictly prohibited on Association property.
- Animals are not permitted inside facility or within pool amenities with the exception of service animals as covered by the American with Disability Act.
- All parents of children attending an event are required to stay and supervise their children the entire duration of the event.
- The Association is not responsible for personal property left on premises.
- Ventana HOA reserves the right to determine what is considered to be an appropriate function to be held at its facilities, including the right of refusal. The Association may, at its sole discretion, change, modify or alter its facility guidelines and policies in the future. Rental fees may increase over time based on demand.

In the event of an emergency during your event, please contact 911 and the FirstService Customer Care Center at 877-378-2388.

** Please be a good host and pick up after your guests. If your guests took advantage of the event lawn, kitchen or play areas, etc... please cleanup/pick up after them at the conclusion of your event.

Initials: _____



VENTANA

I take full responsibility for the care and cleaning of the rented facility and its contents for the date and time noted in this contract. I understand I am financially responsible for the replacement of any VENTANA HOA property that is damaged or lost during the time of my event. I understand and agree that the VENTANA HOA is not liable for any injuries that occur either inside the rented facility during my event. I understand and agree to follow the above guidelines.

Should this or any property be missing or damaged, you will be charged per item. The following will result in loss of deposit plus additional costs to replace any property:

- Leaving gates unsecured or propped open (Renter is responsible for ensuring all gates are secured)
- Ground left unclean or sticky, un-swept flooring.
- Furniture not broken down or not left in the manner received
- Adhesives used on walls, bathrooms, gates, fences, bulletin board signage, furniture, etc.
- Trash left in trash cans / on floor
- Any other damage to Association Property as noted by Management

Required Signature

I have read all the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited, or I may be billed for any additional expense should any of the requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s) acknowledges that his/her use of the facility is purely for the pleasure of his/her guests. The Ventana Board of Directors sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither FirstService Residential ("Manager"), nor The Ventana HOA ("Association"), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the renters and his/her guests 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.

Renter(s) on behalf of himself, his 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 fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility.

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, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

Renter's Signature: _____

Printed Name: _____

Date: _____

Ventana Signature: _____

Date: _____



CONTRACUAL ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY
RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and the Center for Disease Control (CDC). COVID-19 is extremely contagious and is believed to spread mainly from person to person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Neither FirstService Residential Management Company (Rental Management), the Lessor, nor the Homeowners Association (Association) can guarantee that tenant, its family, or guests will not become infected with COVID-19 while using the lease property and community amenities. Tenant acknowledges that Rental Management, Lessor and Association do not carry liability insurance providing coverage for contracting an infectious disease. Tenant also acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that tenant and all members of their party may be exposed to or infected by COVID-19 while using the leased property and community amenities and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

Tenant agrees to assume all of the foregoing risks and accept sole responsibility for any injury to itself, members of its party and guests (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind that we may experience or incur in connection with our use of the rented property and community amenities.

Tenant hereby releases and covenant not to sue, discharges, and agrees to defend and hold harmless Rental Management, Lessor, and the Association of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto to the contraction of the coronavirus infection or COVID-19. Tenant understands and agrees that this release includes any claims based on the actions, omissions, or negligence of the Rental Management, Lessor, Association, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the lease term.

Tenant acknowledges the contractual assumption of the risk as set forth herein is a specific condition of Lessor agreeing to lease the property. Tenant acknowledges this is a specifically negotiated term and monetary amount of the lease is specifically based upon the inclusions of this provision.

Initials: _____