



PROVIDENCE

Resident Rental Agreement

First Name _____ Last Name _____

Address: _____

Phone: _____

Email: _____

Applicant Type (*please check one*): Homeowner Renter

Date of Rental: _____ Day of week rental falls on: _____

Purpose of Event: _____

Providence Homeowners Association reserves facilities on a first come, first serve basis upon receipt of rental fee and signed agreement. Reservations can not be placed on hold.

Facility (*please check one*): Main Clubhouse Community Center
Max Seating: 30 Max Seating: 80

Time & Rental Fees (*please check one*):

10:00am – 2:00pm: \$200 2:00pm – 6:00pm: \$200 6:00pm – 10:00pm: \$200

The HOA office only accepts card payment. Cash and check are not accepted.
Payment and rental agreement must be submitted at the same time.

RENTAL POLICIES

Eligibility

Only adult homeowners of the Providence HOA with accounts in good standing, or authorized tenants, officially listed by the Association, are eligible to reserve applicable HOA amenities. Tenants must be properly registered by the property owner with the Association. Reservations are available on a first come, first serve basis upon receipt of rental fee and signed rental agreement.

No reservations will be accepted on days of HOA community events and recurring rentals are not permitted unless sanctioned by a Providence HOA Committee, is an HOA-approved club or is arranged by the General Manager or the Lifestyle Director. Reservations cannot be made more than 60 days out. Homeowner/member is required to be in attendance AT ALL TIMES during the event and agrees to be responsible for the actions of all guests and attendees. Violation of this policy will result in the termination of future rental privileges and or an additional minimum payment fee of \$250. Providence HOA 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.

_____ (int)

Duration of Event

Rentals are established in 4-hour increments. If you require additional time for setup and or clean up, then you will need to book another 4-hour increment time slot. All clubhouse rentals must be finished no later than 10:00 PM, including cleanup.

_____ (int)

Guest Conduct

The Renter is responsible for ensuring all guests adhere to the policies of the HOA. The Renter is also responsible for any and all damages, including damages caused by attendees. Financial responsibility for any and all damages, as determined by the 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 account and could result in loss of amenity privileges. Guests are not allowed use of the fitness equipment or pool facilities during any and all rental events.

_____ (int)

Fees & Cancellations

Rental fees have been established by the Board of Directors. Cancellations received 3 days prior to the rental date will receive a full refund of the rental fees paid. Cancellations received less than 3 days prior to the rental date will forfeit their rental fee. Cancellation notices MUST be submitted by email to the HOA office at info@providencehoa.com. Refunds can take between 2-3 weeks to be received and residents can expect to receive a check via mail.

_____ (int)

Food & Beverage

Rentals include the ability to bring in food and beverage products. In the event alcoholic beverages are being served, the Association assumes no responsibility for any service to minors or incidents resulting from alcohol service during rental.

_____ (int)

Decorations / Set-Up / Clean-Up

No decorations or temporary fixtures may be affixed to the building, walls or any architectural feature with nails, tacks, staples or any application that will cause irreversible damage. Tape is not permitted on any walls or fixtures. Please note additional guidelines:

- All decorations must meet fire department standards.
- No candles.
- No bounce houses are permitted.
- All decorations must be removed, all rented facilities cleaned, trash picked up and trash receptacles emptied within the rental period. You must have all facilities cleaned and vacated no later than the end time on your rental agreement.
- Cleaning expectations include:
 - No trash left behind on counters or floors.
 - Empty refrigerator.
 - Remove trash and put it into the trash bins outside.
 - Lock all doors.

_____ (int)

Furniture Arrangement

- Main Clubhouse

Furniture is not to be moved from original location. This includes but is not limited to moving furniture into hallways, adjacent rooms, outside etc. This could result in a minimum fee of \$250.

- Community Center

All furniture must be returned to its original position at the end of the rental.

_____ (int)

General Event Policies

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

- No bounce houses permitted.
- Renters are responsible for any scratches on the clubhouse flooring that occur during the event.
- Use of HOA amenities for personal financial gain or business generation are prohibited with the exception of Providence HOA community-sponsored business expositions and authorized Association activities, workshop or class instruction.
- No recurring events will be permitted unless sponsored by a Providence HOA committee or club.
- Management staff may or may not be present during your event and will have access to all areas of the facilities.
- Pool area and gym access is not permitted. If a reserving party and/or their guest(s) enter a pool/gym area during their reservation it will result in a minimum fee of \$250.
- An inspection of the rental facility will take place after the event with an HOA staff member to check for any damage to the property during the event. Should any damage be found, the Homeowner/Member responsible for renting the facilities will receive an itemized list with estimated costs. Payment of the charges will be due within 30 days of receiving the bill. Charges not paid within 30 days will be charged to the Homeowner's HOA account and could result in loss of amenity privileges.
- All HOA rules pertaining to use of facilities is required to be adhered to by renters and all invited guests.
- Rentals are limited to the interior of the clubhouse and DO NOT include access to the pool area or fitness center facilities.
- 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 public. In the event of complaints from officials or the general public, violation penalties may be assessed.
- Association-sponsored community events are exempt from rental fees and take precedence over private rentals.
- Smoking/vaping is not permitted indoors or on the patio.
- Pets are not permitted inside the clubhouse, except for those aiding the disabled.
- All parents of children attending an event are required to stay and supervise their children the entire duration of the event.
- There are 24-hour security cameras located in and around the Providence HOA Amenity Centers.
- Providence Homeowners Association is not responsible for personal property left on the premises.
- Providence Homeowners Association, Inc., reserves the right to determine what may be an appropriate function to be held at its facilities, including the right of refusal. The Association may, in its sole discretion, change, modify or alter its facility guidelines and policies in the future. Rental fees may increase depending upon demand.

(int)

RENTAL AGREEMENT & GENERAL WAIVER

I, the undersigned, have read all of 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 I breach any of the requirements herein or otherwise required for this rental, or if any damages are a result of or arise from me or my residents', guests', or invitees' use of the facility. I further acknowledge and agree to the following:

1. I acknowledge that my or my residents', guests', or invitees' use of the facility is purely for the use and enjoyment of the facility by myself and my residents, guests, or invitees. My use of the facility is distinct from Paloma Creek Homeowners Association, Inc. (the "Association") sanctioned community events which may be permitted for the benefit of the community. I further acknowledge that neither the management company ("Manager"), nor the Association, has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of myself and my residents, 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.

2. I, on behalf of myself, and my heirs, successors and assigns, and on behalf of my residents, guests, and invitees, and their heirs, successors, and assigns hereby release, covenant not to sue, and forever discharge the Association and the respective officers, directors, owners, members, management company, employees, agents, and volunteers from any claims which I or my residents, guests, and invitees, now have or may hereafter have which are related in any way to any injury, disability, death, illness, damages, loss, claims, liabilities, or expenses, of any kind that may be sustained in connection with the use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNERS/MEMBERS AND THEIR RESIDENTS, GUESTS, AND INVITEES SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE ASSOCIATION AND ITS RESPECTIVE OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGEMENT COMPANY, EMPLOYEES, AGENTS, AND VOLUNTEERS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, (COLLECTIVELY, THE "LIABILITIES") DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR IN PART) THE USE OF THE FACILITIES, INCLUDING THE BUILDINGS AND SIDEWALKS ADJOINING SAME, BY THE OWNER/MEMBER, HIS OR HER RESIDENTS, GUESTS, AND INVITEES, OR AS RESULT OF ANY ACTIVITY INCLUDING CONSUMPTION OF ALCOHOL OR OTHER INTOXICATING SUBSTANCES, ENGAGED IN BY ANY SUCH PERSON WHILE USING THE FACILITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE ASSOCIATION OR THE INDEMNITEES BY REASON OF ANY SUCH CLAIM, THE OWNER/MEMBER COVENANTS AND AGREES TO PAY ALL COSTS OF DEFENSE OF SUCH ACTION OR PROCEEDING BY COUNCIL SATISFACTORY TO THE MANAGER AND THE ASSOCIATION.

(SIGNATURE PAGE TO FOLLOW)

By signing below, I acknowledge the above rules and verify that all members of my party will abide by these guidelines as well as any other applicable or posted rules. Failure to comply with these rules may result in termination of your household's right to host events as well as temporary or permanent suspension of your access privileges.

RESIDENTS ADDRESS

RESIDENTS PRINTED NAME

RESIDENTS SIGNATURE

DATE

Providence HOA Credit Card Authorization

Today's Date: _____

Providence Address: _____

Phone #: _____

Name on Card: _____

Card #: _____

Expiration: _____ CCV#: _____

I authorize Providence HOA to charge \$_____ to my credit card for payment.

Signature: _____



PROVIDENCE