



**HARVEST RESIDENTIAL COMMUNITY ASSOCIATION
HOME OWNER RENTAL CONTRACT – THE HUB**

First Name: _____ Last Name: _____

Address: _____ City/State: _____ Zip _____

Phone: _____ Email: _____

Date of Event: _____ Est. Attendance _____ Purpose _____

Food & Beverage present? Yes No Caterer? Yes No Alcohol? Yes No
(Please refer to rental policies)

The below HUB Rooms are available Monday-Sunday. Maximum occupancy 32 per room.

| | 10am-1pm | 2pm-5pm | 6pm-9pm | # of chairs (40 max) |
|--------------------|----------|---------|---------|-------------------------|
| The Gathering Room | | | | |
| The Growing Room | | | | |
| The Living Room | | | | |

Available tables – please indicate the quantity needed.

_____ 8’ table (10 available) _____ 30”x45” rectangle table (6 available)

COST:

\$75 (per room on a 3-hour time block)

\$100 Refundable Damage/Cleaning Deposit

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

Deposit: \$ _____ Check #: _____

Reservations must be made in person ONLY, during HOA office hours (Monday-Saturday 9-5pm).

All room rentals MUST be returned to original settings (e.g., stack all chairs, breakdown all tables, remove all trash) failure to comply will result in loss of deposit- please initial_____.

Please note, rental does not include the use of AV services, access to pools, or pool areas. The Kitch, The Zone, and The Event Lawn are public places and cannot be reserved.

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



RENTAL POLICIES

Eligibility

Reservations are available on a first come, first served basis upon receipt of rental fee, executed contract, and/or deposits. **Reservations will be accepted at least 7 days in advance and no more than 60 days in advance of today's date.**

No reservations will be accepted that conflict 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.

Duration of Event

All events will end by no later than 9 p.m. Clean up of the facility and all attendees must exit the building by no later than 9 p.m. Allow for time to clean up and vacate by rental end time. Not Adhering to end time will result in a \$300 per hour fee.

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 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 in the name of the HOA.

Rental fees are due at time of rental. If the event is not cancelled 14 days preceding the event, the deposit will be forfeited. If you call to cancel in less than 14 days preceding your event, you will have the option to forfeit your fee or reschedule to occur within 90 days of the original rental date, if alternate date is available.

Check box if you want your check returned. Otherwise your check will be shredded.

Food & Beverage

Rentals include the ability to bring in food and beverage products (please refer to Release & Indemnification below). In the event alcoholic beverages are being served, a TABC certified bartender is **strongly recommended**. The Association assumes no responsibility for any service to minors or incidents resulting from alcohol service during rental.

Initials: _____



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 damage. Tape is not permitted on any walls or fixtures. Please note additional guidelines:

- All decorations must meet fire department standards.
- All elaborate decorating plans must be approved by the General Manager prior to the finalization of event details.
- All candles must be dripleless and enclosed in glass.
- All deliveries of decorations, wedding cakes, theme party props, and band equipment must be coordinated directly between the renter and the vendor. The renter or representative must be present to sign for all deliveries and must be approved.
- All decorations must be removed at the end of the event, including rented furniture, equipment, etc... and you must have all facilities vacated no later than the end-time on your rental agreement.

General Event Policies

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

- Set up/tear down time is included in your event 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, cool-aid or any drink of red/purple color etc.
- The Hub restrooms are not included in your reservation. You are allowed to use them but they are public and open to all owners in possession of a FOB.
- Trash inside Hub rooms must be picked up and trash receptacles must be emptied following event. Fees will be assessed if room was not returned in the manner received.
- Harvest HOA sponsored events are exempt from rental fees and take precedence over private rentals.
- Use of any Harvest facilities for personal financial gain or business generation is prohibited with the exception of Harvest 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.
- Hub Room maximum occupancy 32 per room.
- Harvest HOA or PID 1 will not be held liable for any injuries sustained during or as a result of private events inside or outside of all Harvest amenities or any other common property.
- The Harvest HOA resident that booked the party must be present for the entire event.
- Adult supervision is required at all times.

Initials: _____



- 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, violation penalties may be assessed.
- Smoking, vaping and use of any other tobacco products are strictly prohibited on Association property.
- Pets are not permitted inside The HUB or within pool amenities with the exception of 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.
- No wet bathing suits or bare feet are permitted in The HUB at any time.
- No grills of any kind are permitted inside the building.
- There is 24-hour security cameras located in and around The HUB which record and retain footage for management reference.
- The Association is not responsible for personal property left on premises.
- Harvest Residential Community Association, Inc. 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, in 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.

Initials: _____



Harvest 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. Harvest Homeowners Association Inc. may in its sole discretion, change, modify, or alter its facility guidelines and policies in the future. Rental fees may increase as demand increases on future events.

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 Harvest HOA property that is damaged or lost during the time of my event. I understand and agree that the Harvest 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:

- Unlocked Doors (Owner is responsible for ensuring door is secured)
- Unclean sink and counter area
- Floor left unclean or sticky
- Un-swept or vacuumed flooring
- Furniture not broken down or not left in the manner received
- Adhesives used on walls, windows or ceilings, window treatments, furniture, etc.
- Trash left in trash cans, on floor or furniture
- Any other damage to Association Property as noted by Management

Required Signature

I 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 any of the aforementioned 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 Harvest 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 Harvest Residential Community Association, Inc. ("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: _____

Harvest Residential Community Association Signature: _____

Date: _____



HUB Rental Cleanup Checklist

| | |
|--|---|
| | Room Cleaned: Homeowners must bring all cleaning supplies for after rental clean up (e.g., broom, disinfectant wipes, trash bags) |
| | Trash: All trash must be removed from the building. |
| | Tables: All tables must be cleaned off, broken down and returned to original settings. |
| | Chairs: All chairs must be stacked and returned to original settings. |
| | Floors: The floors must be cleared of all trash. |
| | Sink: The sinks must be cleared of all dishes and or food. |
| | Decorations: All party decorations must be removed. |
| | Doors: All doors must be secured after party rental. |

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

The HUB rooms will be checked by the HOA staff after the party rental time. If the room is not returned to original settings, homeowners will forfeit their room rental deposit.

Renter's Signature: _____

Date: _____