

**Private Rental Order**  
**Rental Reservation Request Form**  
**Association Community Facility Fee and Deposit Requirements**

Fee and Deposit Payment Amounts

The Fees and Deposits for individual rentals are as follows (that are also subject to change without advance notice) :

- **Deposit- \$500.00- Refundable following inspection by staff**
- **Rental Fee- \$200.00- This is for 3 hours, which includes setup and breakdown. (Rentals are in 3 hour blocks.)**

The Pool is not a part of the rental agreement.

Rental fees are payable to Harper’s Preserve Community Association, Inc. (the “**Association**”) and must be received by Association staff within seven (7) business days from the date the reservation is made. If payment is not received within this time frame, the requested reservation date will not be held and will thereafter be made available for other Members to reserve.

Form of Payment

The form of payments of Fees and Deposits to the Association shall be by check or online through the portal. Please get assistance from onsite staff when utilizing the portal for payment. Please bring checks to the on site office. If checks are being written one for the deposit and one for the rental fee is required.

Effective Reservations

The reservation date is **NOT** firm and is **NOT** officially reserved until each and all of the following has been accomplished:

1. An accurate, complete and fully executed Member Rental Reservation Form has been received by the Association.
2. The non-refundable Rental Fee has been paid and funds are received by the Association.
3. The Association staff (responsible for managing rentals) has executed the reservation approval form and provided a copy to the Member (renter).
4. All Deposits have been paid and received by the Association.

Notwithstanding the forgoing, the Member (renter) must also follow all the Community Facility User Guidelines. Failing to follow Community Facility User Guidelines can be a basis for the cancellation of the reservation and/or the private event.

Renter Initial

Reservation Date Conflicts:

In the event that a conflict is discovered between two private events occurring at overlapping intervals on the same date at overlapping facilities, the determination of the party to prevail for the reservation shall be on a first reservation-first serve basis.

Use of Community Facilities Fees and Deposits and Refunds

The Deposits (or portions thereof) will be applied to any additional charges assessed because of Member's failure to properly clean the premises (and any surrounding areas), theft of any Association property and/or any damage to the Community Facilities. If the Deposit is insufficient to pay for any cleaning, theft or damage, the Member will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the Association. Subject to the remaining terms of the Facility Use Agreement and the Rules and Regulations, the remainder of the Deposit will be returned to Member only after the Community Facilities have been inspected by the Community Facilities staff. The Deposit cannot be used to pay the Rental Fee. Upon completion and compliance with all required post inspection requirements, the Deposits (and or amounts not deducted in connection with discovered deficiencies) will be submitted for refund after the rental is complete, and the post-event walk through is completed. Deposit refunds can take up to **45 business days to receive**.

The Association is **NOT REQUIRED** to provide the opportunity to rent a Community Facility. The Association may elect to provide for the renting of portions of the Community Facilities. Renting a portion of Community Facilities does entail time and effort by the Association to work with the renter on the agreements, scheduling a reservation time, coordination with other events and preparatory work and post event inspection and inventory work. In addition, there is normal wear and tear incurred on the Community Facilities as well as the costs for the use of the facilities (i.e. power, water and sewer) and related parking lot maintenance. The Rental Fee is, among other things, a contribution toward and to defray some costs incurred by the Association to keep the Community Facilities in use and operational for the enjoyment of the Members. The Rental Fee does not apply to any damage, failure to clean, theft of association property and/or any damage to Association property resulting from a rental and private event(s).

The payment of a Deposit **DOES NOT** relieve the Member (renter) from the responsibility for cleaning up after an event and removing all trash stains etc. in accordance with the requirements of any post event checklists provided as part of the rental for an event. The member forfeits the entire deposit should there be any damages or cleaning needed. Any costs greater than the deposit will immediately be posted to the Member's account.

Renter Initial

The Lifeguard Fee is non-refundable and must be paid at the same time as other Fees and Deposits. In the event that the guests do not promptly vacate the pool at the end of the party, additional charges may apply and payment of such amounts shall be the sole responsibility of the Member (renter).

Renter Initials

**COMMUNITY FACILITIES USER GUIDELINES**

**FACILITY USER'S AGREEMENT**

Community: Harper's Preserve Community Association, Inc. (the "Association")

I, for myself, and any minor identified below, agree to the following terms and conditions, which serve to supplement any other agreement or rules pertaining to the use of any of the Community Facilities or common area property:

1. **Use of Community Facilities or Community Properties.** I agree that entry upon or use of any property owned, managed, or controlled by the Association, including any common element or common area property ("**Community Properties**"), amenities, facilities, and recreational areas (the "**Subdivision Facilities**", together with the Community Properties, the "**Property**") is at my/user's own risk. I agree to follow all of the Association's use rules with regard to the Property.
  
2. **RELEASE.** I, ON MY OWN BEHALF AND ANY MINOR IDENTIFIED BELOW, AGREE TO HOLD HARMLESS AND RELEASE THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, INCLUDING PROPERTY DAMAGE OR PERSONAL INJURY CLAIMS, ARISING OUT OF OR RELATING IN ANY WAY TO MY ENTRY UPON OR USE OF THE PROPERTY.

On behalf of any minor(s) identified below, I represent that I am a legal guardian, and all releases and acknowledgements provided herein shall apply to the minor(s).

**AGREED AND ACCEPTED:**

**MEMBER 1- PRINTED LEGAL NAME:**

**ADDRESS:**

**SIGNATURE:**  **DATE:**

**MEMBER 2 - PRINTED LEGAL NAME:**

**SIGNATURE:**  **DATE:**

**FOR ANY MINORS:**

**MINOR 1- PRINTED LEGAL NAME:**

**MINOR 2- PRINTED LEGAL NAME:**

**MINOR 3- PRINTED LEGAL NAME:**

**MINOR 4- PRINTED LEGAL NAME:**