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# CLUB/SUB-ASSOCIATION FACILITY USE AGREEMENT

☐ **COMMUNITY CENTER** ☐ **CONFERENCE ROOM**

**Signed Agreement** ☐ **Sub-Associations or other legal entities - Additional Insured** ☐

**Club/Sub-Association Name** _____

**Date(s) of Event(s)** _____

**(or Recurring** _____ **Until** _____**)**

**Resident(s) in Charge** _____

**Phone** _____ **Cell** _____ **Alternate Contact** _____

**Email Address** _____ **Type of Function** _____

**Number of Expected Guests** _____

**Set-up Time** _____ to _____
**Event Time** _____ to _____
**Clean-up Time** _____ to _____

**PLEASE INITIAL EACH SECTION BELOW**

_____ **Event Confirmation Policy**: The signed copy of this *Club/Sub-Association Facility Use Agreement* and any required documentation to establish additional insured status for SRCA (in the case of use by sub-associations or clubs that are independent legal entities) must be forwarded to the SRCA Administrative office in order to confirm the event. A club or sub-association may hold an event on a recurring basis, but in no event more than twice in any week. Furthermore, a club or sub-association may reserve a time no more than twelve (12) months in advance. A club or sub-association must complete a new *Club/Sub-Association Facility Use Agreement* every twelve (12) months.

_____**Residential Status Policy**: It is understood that the SRCA Community Center /Conference Room, can only be used by Scottsdale Ranch residents in good standing and their guests. This means all assessments for their residence must be current and they must have no pending violations of the governing documents. A club's membership shall consist only of Scottsdale Ranch residents and occasional guests. Each club or sub-association must identify one or more residents in charge who is familiar with all facilities use guidelines, at least one of whom must be in attendance at all functions that are scheduled in the name of the club or sub-association.

_____**Club Disclaimer:** SRCA publishes information about independently organized and operated clubs as a courtesy to its members and residents. Publication does not constitute SRCA sponsorship or endorsement of a club, its activities, or its views. SRCA does not manage or supervise club activities or operations. Clubs must limit participation to SRCA members, residents, and their guests and must be open to all SRCA members and residents without discrimination based on race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, national origin, or any other status protected by applicable law. Clubs must comply with applicable law and applicable SRCA rules, including providing reasonable accommodations for persons with disabilities as required by law.

_____**SRCA Cancellation Policy; Priority of Uses**: The club or sub-association and sponsoring residents accept and acknowledge that their event time may be cancelled if it conflicts with an official SRCA event or a rental of the same facility by an SRCA resident, regardless of when such conflicting events are confirmed. In the event the facility is not available for use because of a conflicting event or due to circumstances beyond the control of the Association, including, but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, terrorist attack, war, civil unrest, accident, any strike or labor disturbance, epidemic or pandemic, or any other event similar to those enumerated above (a "Force Majeure Event"), SRCA shall contact the club or sub-association and propose alternative dates. SRCA will give a minimum of a 30-day notice for any cancellations of meetings, unless the cancellation is due to circumstances beyond its control. Annual Meetings will not be cancelled unless the cancellation is due to circumstances beyond its control. In all cases, SRCA shall be held harmless by the club or sub-association and shall have no liability to the club or sub-association

for any damages or losses suffered by the club or sub-association due to the rescheduling or cancellation of the event due to a conflicting event or a Force Majeure Event. If the club or sub-association needs to cancel their event, they must do so at least 24 hours before the event. Failing to provide notice of cancellation at least 24 hours prior to the event will result in a no-show fee of $30.00. The no-show fee must be paid before the club or sub-association will be allowed to again reserve the Community Center/Conference Room.

___**Alcohol Policy**: Please note that no cash bars are permitted at this facility at any time, and alcohol cannot be sold at any event. Alcohol may not be served to anyone under the age of 21 at any time. Alcohol may not be served to anyone who is visibly intoxicated. Each club or sub-association is solely responsible for ensuring compliance with all Arizona laws relating to the serving of alcohol at any event. Such compliance includes, but is not limited to, determining whether alcohol can be served, if so, what requirements are imposed by the State of Arizona for the club or sub-association to be able to serve alcohol and then complying with those requirements.

_____**Music Policy**: In order to be respectful of homes nearby, music levels are to be kept down at all times. In addition, after 10 pm the facility doors must be closed. No outdoor bands are permitted on the patio at any time.

_____**Candle Policy**: Battery operated candles are preferred, but if there are open flame candles, they must be fully enclosed and surrounded by a glass container, including the bottom. THERE ARE NO OPEN FLAME CANDLES ALLOWED ON THE FIREPLACE MANTLE AT ANY TIME.

_____**Mantle Policy**: Absolutely no objects are allowed at any time directly under the television. If décor is to be placed on the mantle, it must be on each extreme end away from the television.

_____**Inventory Policy**: Please initial to acknowledge you have reviewed the inventory list.

_____**Sign-In Sheet Policy**: The club or sub-association hereby agrees and acknowledges that it will require each participant at one of its events to fill out the "Sign-In Sheet and Liability Waiver" or the "Sign-In Sheet and Liability Waiver for Children's Activities," as applicable, that is provided by SRCA and then return the completed sheet to SRCA within 72 hours of the completion of each event.

_____**Adherence to SRCA Policies and Restrictions:** The club or sub-association hereby agrees that it will ensure that it and all event attendees comply with all applicable SRCA policies, rules, and regulations that apply to the event, including, but not limited to, facilities use policies, codes of conduct, and policies related to preventing the spread of COVID-19. In the event that SRCA has not enacted specific rules on an issue, SRCA recommends that all events abide by current CDC guidelines to help prevent the spread of COVID-19.

_____**Non-Discrimination Policy**: SRCA is committed to following state and federal fair housing laws. No club using SRCA facilities is permitted to discriminate in any of its activities or operations on the basis of race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin. This means all SRCA residents must be permitted to join any club.

**[For Sub-Associations and any Club that is a separate legal entity:**

_____**Indemnity:** In consideration of the rental and use of the Community Center, _____ (legal entity name) hereby accepts all risk to the health of its guests and of their injury or death that may result from such use of the Community Center. _____(legal entity name) hereby releases the Association, its governing board, officers, employees and representatives from any and all liability for any and all claims and causes of action related to is use of the Community Center, including, but not limited to, any loss of or damage to its guests' property and for any and all illness or injury to the person of its guests, including death, that may result from or occur during their use of the Community Center, whether caused, in whole or in part, by negligence of the Association, its governing board, officers, employees, or representatives, or otherwise. _____(legal entity name) further agrees to indemnify, defend, and hold harmless the Association and its governing board, officers, employees, or representatives from any liability arising from _____ (legal entity name)'s use of the Community Center, including, but not limited to, liquor-related liability, the illness, injury or death of any person(s) and damage to property caused, in whole or in part, by the act or omission of any of its guests while using the Community Center, regardless of whether it is caused in part by a party indemnified thereunto. The Association shall control the defense provided pursuant to this provision and shall choose the counsel to be used in such defense. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity that would otherwise exist as to any party or person described in this paragraph.

_____**Additional Insured:** Prior to the first reserved event, _____(legal entity name) shall provide SRCA with a certificate of insurance and evidence of an appropriate endorsement naming The Scottsdale Ranch Community Association an additional insured on its liability insurance policy, which must have coverage of at least $1 million per occurrence. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to SRCA.**]**

**Suspension of Facility Privileges:** Any violation of this Agreement or applicable facilities use guidelines may result in suspension of facility privileges.

**I have read the Club/Sub-Association Facility Use Agreement, as well as all applicable facilities use policies as outlined in the attached documents and understand their content and agree to abide by their provisions.**

**Signee** (Must be SRCA Resident) **Today's Date**

_____ _____

## General Information and Guidelines

**MAXIMUM OCCUPANCY**

**Please note that SRCA may modify the occupancy permitted for any facilities at any time in its discretion based on any applicable governmental restrictions or guidance. If the club or sub-association chooses not to proceed with the event at the lower occupancy level, then it will be treated as a cancellation due to a Force Majeure event.**

**Community Center:**

**OCTOBER - MAY**

**Indoors: 75 persons Outside Patio: 50 Persons Indoor/Outdoor Maximum: 125 Persons**

**JUNE - SEPTEMBER**

**Indoor/Outdoor Maximum: 75 Persons**

**Conference Room: 15 Persons**

**Assignment of Space:**

SRCA encourages the use of the Community Center by multiple groups, as well as impromptu gatherings of residents. A club or sub-association's scheduled event does NOT entitle it to a particular room or table for every recurrence of that event. SRCA staff reserves the right to assign and re-assign the space in which a scheduled event will be conducted so as to maximize the harmonious use of the facilities.

Clubs may not exclude an SRCA resident in good standing from attending a scheduled event. Sub-associations may not exclude a sub-association resident in good standing from attending a scheduled event except to the extent permitted under applicable law (e.g., for closed board meetings).

**Facility Use Time:**

Clubs and sub-associations are not permitted to schedule events on Fridays or Saturdays or public holidays unless they are willing to pay for a reservation in the same manner as an individual resident.

All club/sub-association weekday events generally must conclude (finish clean-up) no later than 9:00 pm.

In order to encourage neighborhood social gatherings, evening usage is available the 3rd and 4th Tuesday, Wednesday or Thursday of each month based upon availability at the time of scheduling and will require that all attendees are Scottsdale Ranch Residents. Prior arrangements with the SRCA office must be made for all evening usage at least two (2) weeks prior to the usage.

SRCA may limit the number of times in a given period that a specific club may reserve the Community Center to help facilitate use of the Community Center by multiple clubs.

Exceptions to the above guidelines will be at the discretion of the Executive Director.

**Space Preparation:**

SRCA staff will set up the premises in accordance with a requested floor plan. Such set-up plan must be finalized and submitted to SRCA staff no later than ten (10) calendar days prior to the event. SRCA staff members are not authorized to make set-up changes at the beginning of or during any event. Set-up defined as the placement of tables and chairs in accordance with a set-up plan selected by the club or sub-association from among various SRCA approved schemes. Set-up does not include the provision of table linens, cutlery, glass ware, and ice or beverage set-ups.

**Clean Up:**

Clubs/sub-associations are asked to bag and tie all garbage and to make sure surrounding areas both inside and out are free from litter and debris. Kitchen counters and sink are to be clean. All balloons and decorations must be removed from the facility. The facility is expected to be left in the same condition it was found otherwise it may result in clean up fees being levied against the club or sub-association (and/or the individual resident(s) determined to be responsible) based on the costs incurred by SRCA and/or suspension of the club/sub-association's right to hold future events.

**Available equipment for use at no charge:**

- Five - 33-36" octagon card tables for indoor use (Each seat 4)
- Ten - rectangular 6' tables for indoor and outdoor use (Each seat 6-8)
- Eight - 60" round tables for indoor and outdoor use (Each seat 6-8)
- Up to 125 folding chairs
- Six - 36" round, 42" high hi-top round tables
- Full-service kitchen facility
- State-of-the-Art Audio equipment, which includes an 80" flat screen television with Direct TV, blue ray DVD/CD player, stereo receiver w/iPod dock, HDMI computer hook-up and 2 wireless microphones.
- NOTE: The 4 large side-armchairs and 3 small side tables are **not** available for use during events.

For furniture photos and dimensions, please visit: www.scottsdaleranch.org/planmyevent

**Attendees:**

For safety, building and fire code reasons, it is the responsibility of the club/sub-association to be sure that at no time are there more than 75 attendees inside the Community Center at one time and that the total number of guests inside and out does not exceed 125. Building and fire codes require that the interior occupancy of the Community must not exceed 75 persons (including children & serving staff). Total interior and exterior occupancy must not exceed 125 persons (including children) at any time. **Please note that SRCA may modify the occupancy permitted for any facilities at any time in its discretion based on any applicable governmental restrictions or guidance. If the club or sub-association chooses not to proceed with the event at the lower occupancy level, then it will be treated as a cancellation due to a Force Majeure event.**

Activities for children under the age of 18 require one adult chaperone for every ten (10) minor children in attendance.

**Parking:**

In order to be courteous to the residents living close to the Community Center, SRCA asks that guests do not park on either side of the entrance/exit to The Island community (Cochise Drive), the cul-de-sac off East Island Circle just west of 100th Street or where cones are placed. Parking is permitted on the west side **ONLY** of 100th St between East Island Circle and Bayview Drive.

**FREE Unscheduled Usage is available in accordance with the following guidelines:**

1. Monday thru Friday – 9:00 am to 5:00 pm only.
2. The daytime use of the facilities is free of charge for social groups comprised of Scottsdale Ranch residents.
3. This usage will be on a first-come, first-serve basis if there are no scheduled events booked for the facility. Otherwise, SRCA staff will assign available space based on what is not scheduled for use. (Non-Reserved Free Usage shall not interfere with community center schedule.)

4. No agreement is required.
5. Restricted usage and exclusivity by any one party for these functions will require usage fees.
6. Multi-group usage will be encouraged and is subject to room capacity constraints.
7. Tables may not be reserved via phone calls.
8. Reserved functions and scheduled events will take precedence over Non-Reserved Free usage.

In order to encourage neighborhood social gatherings, free evening usage is available the 3rd and 4th Tuesday, Wednesday or Thursday of each month based upon availability at the time of scheduling and will require that all attendees are Scottsdale Ranch Residents. Prior arrangements with the SRCA office must be made for all evening usage at least two (2) weeks prior to the usage.

Exceptions to the above guidelines will be at the discretion of the Executive Director.

**Miscellaneous:**

The Community Center is a Non-Smoking facility. No pets are allowed in the facility. No outside cooking devices are permitted without the advance written consent of SRCA.

Please bring a ladder for your decorating use. Due to safety reasons, do not use a chair when decorating. Please remove all decorations from the premises immediately following the event.

SRCA staff works strictly for the Community Association. They are not available to assist you with your event needs other than the initial room set-up and routinely checking in with the responsible party. Gratuity is not required or expected.

The Association does not have any security personnel and does not provide any security for use of the Community Center or any other facilities of Scottsdale Ranch. If any security issues or concerns arise, please call 9-1-1.

The Community Center may not be used for commercial purposes. Products may not be sold and donations may not be solicited in the Community Center or any other facility for the benefit of any individual or entity, except by invitation and/or approval from the Board of Directors or management staff.

# EQUIPMENT LIST REMINDER

**You are responsible for providing the following items:**

- Table Linens
- Napkins
- Centerpieces
- Decorations
- Bar Set-Up
- Can/Bottle Openers &/or Corkscrew
- Ice and Ice Scoop
- Cooler(s)
- Dish rags, towels & potholders
- Dish Soap
- Cleaning Supplies
- Glassware
- Plates, bowls, cups and saucers
- Serving plates, bowls &/or trays
- Silverware &/or serving pieces
- Coffee pot(s)
- Tea Kettle
- Pots & Pans
- Food
- Condiments
- Tea
- Coffee
- Beverages
- Extension Cord (s)
- Extra trash bags and cans for large parties
- Step ladder for decorating
- OTHER supplies needed (SRCA provides the room, tables, and chairs)

# INVENTORY CHECK LIST

**Entry Area**

1. Area Rug
2. Pewter Buckets in Silver Frames (2)
3. Century Plant and Container

**Hall**

1. Cactus Paintings (2)
2. White Scroll Mirrors (2)
3. Glass/Pewter Tray
4. Wood Chest
5. Metal Trash box with Lid

**Men's Bathroom**

1. Leaf Paintings (2)
2. Bronze Tissue Holder
3. Bronze Trash Container

**Women's Bathroom**

1. Flower Oil Painting (2)
2. Glass/Metal Tray
3. Brushed Chrome Tissue Holder
4. Brushed Chrome Trash Containers (2)

**Main Club Room**

1. Landscape Oil Painting
2. Grand Canyon Oil Painting
3. Large Iron Candle Sconce
4. Remote Candles (9)
5. Large (9) Magnolia Tree and Container
6. Book Painting
7. Wall Clock
8. Medium Palm Tree and Container
9. Club Chairs (4)
10. Candle Stick Tables
11. Floral Bowls
12. Trays (1)
13. Shelf items including: Iron Plaques (3), book boxes (10), greenery, vases (3) brass birds (3)