

Pavilion and Common Area Rental and Use Agreement Located at the corner of Old World Street & Champions Way

The Homestead Owners Association, Inc. does hereby license and authorize the below Member to have temporary use of the portion of the premises described above, subject to Member's compliance with the following conditions:

- 1. A \$20 non-refundable reservation fee, and \$100 refundable cleaning and damage deposit shall be paid to the Homestead Owners Association by the Member and shall accompany this agreement. Please provide 2 checks, one for each fee.
- 2. Overnight use of the premises is not allowed. The Pavilion is available for reservations from 8am-10pm.
- 3. Member shall be solely responsible for cleaning the facility and common area following Member's use, which responsibility shall include removal of all Members' property from the facility and premises and removal and proper disposal of all trash, refuse, and debris. Members must supply their own cleaning materials and equipment.
- 4. If Member cleans the facility to the satisfaction of Homestead Owners Association and if there is no physical damage to the facility, shall refund the cleaning and damage deposit. Member understands and accepts that Homestead Owners Association may keep and apply such portion of the deposit as may be necessary to adequately clean and repair the facility and premises.
- 5. Member accepts responsibility for all cleaning and repair costs including any costs that may exceed the cleaning and damage deposit amount.
- 6. Any furnishings must be returned to their proper arrangement after use of the facility, un-damaged.
- 7. Member agrees to be present at <u>all</u> times while guests and other non-member people are present at the premises and facility. Under no circumstances will Member grant access to the premises and facility to a non-member without being present during the entire period that the non-member is.
- 8. Member agrees to hold Homestead Owners Association harmless from all claims, liability or responsibility for injury or property damage that may occur while this agreement is in effect.
- 9. Member accepts responsibility to assure that all guests and other users of the facility and premises follow all rules and requirements of Homestead Owners Association.
- 10. Member agrees to post a notice of the time and date of the reservation on the premises and facility at least two weeks prior to the dates of the function, and will remove notice when function is over.

Event Date:	Number of guests:	
Nature of function:		
Reservation Start Time:	_ End Time:	

The completed form may be emailed to <u>hoa@brightoncorp.com</u> or mailed to Homestead Owner's Association located at 12601 W. Explorer Drive, Suite 200, Boise, ID 83713, or faxed to: (208) 377-8962.

As a Member of Homestead, I have read the above Rental and Use Agreement and fully accept all of its terms and conditions. I understand that I take full responsibility for all guests and other users of the facility and premises and will comply with the terms of this agreement. I understand that should I or a member of my event fail to abide by the above rules, my privileges shall be revoked.

Member's Signature			Date
Print Name		Address	
Phone #	Email address		
Received By			_Deposit Returned