



The River District
c/o Elitharp Property Management
1540 E Iron Eagle Dr., Suite 120
Eagle, ID 83616

Phone: 208.297-5846

riverdistricthoa@managebuilding.com

RESIDENT River District Clubhouse Use and Rental Agreement

This agreement is made this ____ day of _____, 20____ by and between River District Homeowners Association and _____ (hereinafter "renter"), whereas the River District is the owner of certain premises and facilities located at The River District Development and whereas, renter desires to have the temporary exclusive use of the River District Clubhouse area this ____ day of _____, 20____.

Type of Function: _____

Number of Guests: _____

Maximum Occupancy Allowed in Clubhouse is 73

Resident Rates	
Reserve Time	Rates
All Day	No Charge
7am-2pm	No Charge
4pm-11pm	No Charge

In addition to the rates listed above, there is a \$25.00 inspection fee paid to the HOA management company (due upon reserving the clubhouse).

Reservations are made on a first come, first served basis. **The reservation occurs upon receipt of the inspection fee.** There are no verbal “holds.”

The River District does hereby license and authorize renter to have temporary use of the premises described above subject to compliance with the following conditions:

1. Renter agrees to hold the River District and its Board of Directors harmless from all claims, liability or responsibility for injury or property damage that may occur while this agreement is in effect.
2. The River District and its Board of Directors are not responsible for any personal belongings lost, stolen, or left on the River District property. All personal belongings left in the within the River District Development will be considered abandoned and the River District may dispose of them without notice.
3. Applicant is liable for all damages incurred regardless of amount, which may include but not limited to fixtures, furnishings, and other accessories. The renter will surrender the premises in the same order and condition as they were at the beginning of the function. Renter understands and accepts that the River District may keep and apply such portion of the deposit as may be necessary to remove abandoned items and repair the facility and premises.
4. **NO MUSIC ALLOWED AFTER 10:00 PM:** The Noise Ordinance of the City of Eagle does not allow music to be played outside the premises after 10:00 PM. There are no exceptions to this law. Music, or amplification provided by recordings or musicians must cease at 10:00 PM. Any party causing stress among the neighbors which results in verbal complaints or visits from the police department will come to an end immediately.
5. No underage consumption of alcoholic beverages. Should the River District and/or its Board of Directors become aware of underage alcohol consumption, law enforcement will be notified. The River District and its Board of Directors strictly adheres to all Idaho laws and maintains a Zero Tolerance for underage alcohol consumption. Absolutely no alcoholic beverage permitted to be consumed in the parking areas.
6. Renter accepts responsibility for all cleaning and repair costs. Renter shall be solely responsible for cleaning the facility following use, (no later than 11:00 PM the day of renter’s use of the facility) which responsibility shall include removal of all renters’ property from the facility and premises and removal and proper disposal of all trash, refuse and debris. Any costs to the HOA for additional cleaning, repair, or trash removal plus a 20% management fee will be charged to the renters HOA account (which will due immediately).
7. No pets of any kind are permitted within the Clubhouse at any time.
8. No smoking allowed in the Clubhouse, in the pool area or within 10 feet of doors at any time.
9. All decorations used inside the Clubhouse must be “free standing” and may not be attached to any Clubhouse walls, windows, furniture, or fixtures with tacks, tape, nails, or glue. No glitter or glitter products can be used for decoration on the premises. Decorations in the Park are permitted with prior consent from the River District.
10. Please be advised, rentals **will share the restrooms with pool/hot tub patrons.**
11. No overnight parking is allowed in the driveway, parking lot area, or on the public streets near the facility. Violators are subject to having vehicles towed at owner’s expense.

12. All furnishings in the Clubhouse must be returned to their proper arrangement after use of the facility.
13. Renter agrees to turn off all appliances and light fixtures and to lock all doors to the facility after use.
14. All lights to be turned off after each function.
15. All doors, including restroom doors, to be unlocked and unrestricted during the party use.
16. Renter agrees to be present at all times while guests are present at the premises and facility. Under no circumstances will renter grant access to the premises and facility without being present during the entire period.
17. The Clubhouse and premises must be vacated by 11:00pm on the night of the event.
18. Renter accepts responsibility to assure that all guests and other users of the facility and premises follow all rules and requirements of the River District.
19. The renter agrees to provide adequate supervision of minors at the event.
20. Renter acknowledges that the guest capacity at the River District Clubhouse is 73 guests per City of Eagle Fire Code.
21. Any misrepresentation under this Rental Use Agreement is subject to forfeiture of the entire deposit and/or immediate cancellation of event.
22. The pool is not included in this contract. Renter may use the pool, but cannot reserve it for exclusive use. Renter agrees to follow the pool rules agrees to hold the River District and its Board of Directors harmless from all claims, liability or responsibility for injury or property damage that may occur while this agreement is in effect.
23. The River District and its Board of Directors may monitor and inspect the Clubhouse and parking lots at any time during the event described in this agreement. The renter agrees, if the River District and its Board of Directors deems the actions of the event attendees undesirable for any reason, the River District and it Board of Directors may order the renter, guests and employees to vacate the Clubhouse immediately without any refund.
24. The River District and its Board of Directors reserves the right to refuse to rent the Clubhouse for any purpose it deems to be detrimental to or not in the best interest of the HOA members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.
25. The River District and its Board of Directors shall not be liable for its failure to perform this contract if such failure is due to, but not limited to double booking, lack of cleaning, fire, flood, earthquake, foul weather, or any emergency condition that is beyond the control of management prevention or interfering with performance.

CANCELLATION FEE – If the renter cancels the event less than 90 days from the events, 50% of the deposit fee is non-refundable. However, if we can rent for the canceled date 60 days prior to the event, a full refund will apply. If the renter cancels the event less than 30 days from the event, 100% of the deposit fee is non-refundable.

Will an outside catering service be used? (Circle One) YES or NO

If yes, Catering Company Name: _____

Will alcoholic beverages be served? (Circle One) YES or NO

If yes, Licensed Bar Company Name: _____

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 have been provided with a copy of this agreement and accept it as a receipt for my deposit.

Renter's Signature: _____ Name: _____ Date: ____/____/____

Address _____

Home Phone ____-____-____ Cell Phone ____-____-____

Email Address _____

Contact person day of event _____ Phone ____-____-____

Rental Agreement Received and Acknowledged by staff:

Signature: _____ Name: _____ Date: ____/____/____

For Office Use Only

Received Rental Fee ____/____/____ Check Number _____

Received Deposit ____/____/____ Check Number _____