

GRAYHAWK COMMUNITY ASSOCIATION
FACILITY USE AGREEMENT-TALON ROOM
 PHONE: (480) 563-9708 FAX: (480) 563-9709
 EMAIL: jsheets@ccmcnet.com



DATE OF EVENT: _____ EVENT TYPE: _____

NAME: _____

ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____ EMAIL: _____

ADDITIONAL CONTACT: _____ PHONE: _____

TIME REQUEST: Event time must include setup/preparation and cleanup.

Start Time: _____ am pm End Time: _____ am pm Total Hours Reserved: _____

EVENT DETAILS:

Estimated Guests in Attendance: _____

1. Entertainment? Yes No Vendor Name: _____ Phone: _____

2. Decorations? Yes No If Yes, Describe: _____

3. Event Catered? Yes No Vendor Name: _____ Phone: _____

5. Alcohol Served: Yes No ****Alcohol may not be sold****

If serving alcohol you will be required to use either an Insured Professional Bartending Service or provide Liquor Liability Insurance.

I agree to provide a bartending service: _____
 Bartending Service Name Telephone

I agree to provide a Host Liquor Liability Insurance Certificate for \$500,000 for the day of the event.
 Insurance can be obtained through my homeowner's insurance or through a private insurance company.

To be completed by staff :

Deposit:	Date: _____	Check # _____	Amount \$: _____	Staff _____
Rental fees:	Date: _____	Check # _____	Amount \$: _____	Staff _____
A/V fees:	Date: _____	Check # _____	Amount \$: _____	Staff _____
Refund:	Date: _____	Deductions: _____	Refund: _____	

REFUNDABLE DEPOSIT: \$250

The total deposit is due upon signing booking of the facility. The full deposit amount will be refunded within (14) business days after the event is held, provided that you complied with the provisions of the Facility Use Agreement and that no damage is caused to the facility. The refund will be mailed to the address listed on the contract unless otherwise instructed. If repair of damages or necessary replacement of property exceeds the deposit, you shall be obligated to compensate The Grayhawk Community Association in the amount necessary for the replacement or repair. The Security Deposit cannot be applied to your rental fee.

I will be in attendance the entire length of the event or the deposit will be forfeited. _____ *Initial*

Cancellation: Cancellations must be submitted in writing. Events cancelled over 90 days prior to the scheduled event will receive a 50% refund of deposit. Those cancelled between 30 and 90 days will receive a 25% refund of deposit. There will be no refund of the deposit of the event is cancelled within 30 days of the scheduled event. _____ *Initial*

ROOM RENTAL FEES

FULL DAY: \$440 for 8 hours plus \$55 per each additional hour
HALF DAY: \$220 for 4 hours plus \$55 per each additional hour

** A 25% discount will be given to rentals supervised by homeowners in good standing and to approved not-for-profits.**

AUDIO VISUAL FEES

BASIC TECH: \$35 per hour
Includes projector, audio, PA system, video display and renter-provided computer connection.

ADVANCED TECH: \$125 per hour
Includes all above listed amenities as well as three-camera video recording, broadcast and video streaming.

** The homeowner and not-for-profit discount applies to all audio visual fees**

In consideration of the rental and use of the facility, I hereby accept all risk to the health of both myself and my guests and of our injury or death that may result from such use of the facility. I hereby release The Grayhawk Community Association, its governing board, officers, employees and representatives from any and all liability to me or my guests, our personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to our property and for any and all illness or injury to the person of both myself and my guests, including death, that may result from or occur during our use of the facility, whether caused, in whole or in part, by negligence of the Association, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify, defend, and hold harmless the Association and its governing board, officers, employees, or representatives from liability for the injury or death of any person(s) and damage to property caused, in whole or in part, by the act or omission of either myself or my guests while using the facility, regardless of whether it is caused in part by a party indemnified thereunto. The Association shall control the defense provided by me 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. I also understand that any damage to the property, the building or the furnishings will be my responsibility and additional charges will be assessed to my homeowner account. I accept full responsibility for the conduct of my guests. I have read and fully understand the terms of this agreement and the policies set forth in the use "Rules & Regulations" and by signing this document, I agree to adhere to all policies regarding the use of all facilities.

Renter Signature

Date

GCA Staff Member Signature

Date

FACILITY RULES AND REGULATIONS

1. If receiving a homeowner discount, a Grayhawk homeowner is required to be in attendance at the event throughout its entire duration. Failure to do so will result in a forfeiture of the deposit.
2. The Talon Room may not be used for commercial purposes. Products may not be sold and donations may not be solicited in the Talon Room or any recreational facility for the benefit of any individual or entity, except by invitation and/or approval from the Board of Directors or management staff.
3. The GCA will not be held liable in the event of accidents resulting in injury, illness from food preparations, lost or stolen items or any unforeseen mechanical problems.
4. If alcohol will be served, the insurance obtained by the homeowners must also contain liquor liability coverage as detailed above.
5. The use of the facilities by Association members may be restricted at the discretion of the Board of Directors or management staff for delinquent Association dues, violation of Association rules, or deliberate abuse of the facilities or common area.
6. No more than 75 people may be in attendance for any rental function or the deposit will be forfeited.
7. All animals, with the exception of service animals for the handicapped, are prohibited.
8. Rental Fees are due in full thirty (30) days in advance of your event. If the rental fee payment is not made prior to 30 days in advance, there will be a \$25 late charge per week. This fee will be deducted from the deposit.
9. All events must begin and end at the time indicated on the contract unless prior arrangements are made through management staff. This will include set-up and cleanup times and any deliveries being made. A deduction of \$55 per hour will be withdrawn from the deposit for any guests that are still inside the building after the time indicated on the contract has expired.
10. Smoking is strictly prohibited inside the facility or within 20 feet of any entrance.
11. The guest will be responsible for arranging any furniture made available. Furniture is to be used indoors only.
12. Linens, serving ware, ladders, extension cords and other accessories will not be provided by the GCA.
13. Decorations may be hung only with product that will not cause penetration of the walls or stripping of paint. No tape, nails, staples, tacks, glitter or confetti is allowed. No tape is allowed on windows.
14. Residents renting the facility are responsible for the conduct of all participants and guests.
15. Renter is completely responsible for the set-up and clean-up of the event. Clean-up responsibilities include: bagging trash; making sure the kitchen, furniture, appliances and decorative accessories are cleaned and returned back to the state in which they were received.
16. Only the room specified in the agreement may be used. The GCA retains the right to schedule concurrent events, by separate parties, in other areas, at the same time.
17. I understand the GCA Board of Directors, at its sole discretion, may cancel and / or revoke this Facility Use Agreement, or terminate the use, or event in progress, for any reason. including but not limited to: a.) If use is for purposes other than that which is disclosed herein. b.) If inaccurate information is disclosed herein. c.) If the use is deemed hazardous to public health or safety. d.) for noncompliance with any applicable GCA rules and regulations, violation of any Maricopa County ordinances, or violation of State or Federal laws.

The Security Deposit is refundable if all conditions of the Facility Use Agreement and Rules & Regulations are met. I understand that any violation of the agreement allows GCA to keep a portion or all of the deposit. If security deposit amount is not sufficient to correct any damage, I understand that I shall be liable for any additional monies needed to bring the room back to original condition. I further agree to accept full responsibility for any damage or theft and agree to pay GCA for any replacement costs. I will not hold GCA responsible for any physical harm that is suffered or any property damage that is incurred from activities related to my rental of this facility.

Renter Signature

Date

GCA Staff Member Signature

Date