



Clubhouse Lease Agreement

FCW Homeowners Association Clubhouse Address is: 16414 South 14th Avenue; Phoenix, AZ 85045

As a homeowner of property in Foothills Club West ("FCW") desiring to lease the FCW Homeowners Association Clubhouse ("Clubhouse") for the period of time set forth in the associated Clubhouse Lease Application, I hereby agree to the conditions set forth below.

1. *If you are renting the clubhouse on a Friday or Saturday, you are responsible for supplying management with before and after pictures of your event. Failure to send before and after pictures may cause a forfeiture of your deposit.*
2. The Clubhouse may be reserved for a private function only by homeowners of FCW who are in good standing (have all accounts current with no outstanding fees). Reservations are taken on first come basis.
3. The Clubhouse is for personal and private use of homeowners of Club West and may not be used for business or commercial activity.
4. The homeowner responsible for reserving the Clubhouse must be present at all times during the function and is completely responsible for all guests' behavior.
5. The maximum number of occupants at any function may not exceed 140.
6. Full use of the kitchen facilities is included, but homeowner must bring your own equipment.
7. Guests using the Clubhouse must first park in FCW parking areas. No parking is permitted on the street or in residential areas.
8. No outside loud speakers are permitted. All City of Phoenix noise ordinances must be obeyed.
9. Doors of the Clubhouse may be propped open only during transfer of tables and chairs to and from the storage shed in the rear of the Clubhouse.
10. No pets are permitted in the Clubhouse or in the adjacent park.
11. No firearms or weapons may be brought into the Clubhouse or into the adjacent park.
12. There is no smoking or use of any tobacco products inside the Clubhouse or within 25 feet of any entrance to the Clubhouse according to the City of Phoenix smoking ordinance. All discarded smoking material outside the Clubhouse must be placed in proper receptacles provided.
13. No alcohol may be consumed by anyone under the age of 21. The homeowner who has reserved the Clubhouse is legally responsible for anyone violating this rule.
14. Decorations are permitted in the Clubhouse. However, nothing may be attached to the walls due to damage to the paint. **This includes command strips and tape.** Decorations are the responsibility and expense of the leasing homeowner and must be removed prior to vacating the Clubhouse on the day of the lease.
 - A. Nothing is to be attached to the ceiling fans or lights. **No glitter allowed.** If anything is tied to any beams, all ties must be removed. Balloons must be kept secured. There is a charge to retrieve balloons from the ceiling.
15. Furnishings in the Clubhouse may not be removed from the Clubhouse except to obtain and return tables and chairs from/to the storage shed in the rear of the Clubhouse. *Items not returned are subject to a \$150.00 restocking fee.*
16. Rice, birdseed, or the like are prohibited inside and in the vicinity of the Clubhouse.



17. Friday & Saturday reservations, owners need to provide photos to management of condition before and after leaving Clubhouse.
18. Thermostats are not to be adjusted.
19. If you fail to pick up the keys by the deadline for a weekend reservation, management will not come after hours to provide a key.
20. Do not give the keys to the clubhouse to another person under any circumstance. Keys are only to be returned to management. If you hand the keys off to another owner, your deposit will be forfeited.
21. The Clubhouse must be cleaned and vacated by the end of the rental period as indicated in the Clubhouse Lease Application. *Trash containers are located outside the Kitchen door.*
22. The intrusion alarm system will automatically be set at the end of the lease period. When the alarm is set, any movement inside the building will be considered an intrusion and the alarm will be activated to call the police. The leasing homeowner should consider the time it will take to clean the building in addition to the term of the function when applying for usage.
23. A security deposit of \$500.00 is required in advance in order to hold the reservation date. In addition, there is a non-refundable Usage Fee of \$75.00 for each reserved hour of use (minimum two hours). Separate checks/money orders must be written for security deposit and Usage Fee. Make checks/money orders payable to "Foothills Club West Homeowners Association" and mail to Vision Community Management (16625 S Desert Foothills Parkway, Phoenix AZ 85048).
24. Full Usage Fee and security deposit checks will be returned for cancellations made more than one week prior to the reserved date. Cancellations made less than one week prior to the reserved date will forfeit the homeowner's non-refundable Usage Fee.
25. The Clubhouse must be left clean and trash must be removed from the premises.
26. If the Clubhouse is left neat and clean and no community rules have been violated, the original security deposit check will be returned to the homeowner.
27. Any fees for remedying damages done to the facilities and/or reasonable clean-up costs will be withheld from the security deposit. If damage incurred is of greater expense than the amount of the security deposit, the HOA may charge the additional expense to the homeowner's account as an assessment. Such costs will be due and payable to the HOA within thirty (30) days after the homeowner receives notice of the amount due. By signing this Agreement, the homeowner agrees that if such amounts remain unpaid, they shall become a consensual lien against the homeowner's home, collectible in the same manner as assessments.
28. The homeowner assumes full and complete risks and responsibility for any damages to any persons or property during the course of their use of the Clubhouse and other Foothills Club West Homeowners Association ("HOA") facilities, and hereby releases HOA and Vision Community Management and each of their respective directors, officers, employees of all liability for the same.
29. By signing this Agreement, the leasing homeowner covenants and agrees to release, hold harmless and waive HOA and Vision Community Management, as well as its officers, directors, employees, agents, successors in interest or assigns from any liability for property damage, personal injury, or death, which leasing homeowner and/or guests or vendors may sustain during the use and/or lease of the Clubhouse. Leasing homeowner shall indemnify, hold harmless and defend HOA and Vision Community Management, as well as its officers, directors, employees, agents, successors in interest or assigns from and against all claims, lawsuits, litigation, damages, losses and/or expenses, including but not limited to, attorneys' fees and costs, arising out of or resulting from the use and/or leasing of the Clubhouse.



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30. This Agreement sets forth the entire understanding and agreement of the parties and may not be changed except by a written document signed by both parties. If any provision of this Agreement is held to be illegal or unenforceable, the remaining provisions shall remain in full force and effect. The prevailing party in any litigation to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs

Agreed to this _____ day of _____, 20____ by

Homeowner Name: _____ Signature: _____

Address: _____ Phone: _____



FOOTHILLS CLUB WEST

Clubhouse Lease Application

I hereby request the use of the Foothills Club West Homeowners Association Clubhouse ("Clubhouse"), and I will be liable for all guests and any loss or damage to the property. Being the owner of record of property in Foothills Club West as stated below, I have read, understand, and agree to the terms and conditions listed in the associated Clubhouse Lease Agreement.

Homeowner Name: _____ Date Requested: _____

Address: _____ Subdivision: _____

E-mail Address: _____ Phone Number: _____

Type of Function: _____ Approximate Number of Guests: _____

Time Requested to Open: _____ Time of Close: _____ Number of Hours: _____

I understand this Lease Application is subject to the terms and conditions of the Foothills Club West Clubhouse Lease Agreement. I also understand that if the provisions of the Lease Agreement are violated in any way, my security deposit may be subject to forfeiture, and additional costs to remedy damages may be charged to my HOA account.

Signature of Homeowner: _____ Date _____

CLUB WEST USE ONLY

Dates of Security Deposit: _____
Security Deposit Amount: _____
Security Deposit Check Number: _____
Date Security Deposit Check Returned: _____
Key Card Number: _____
Amount Refunded: _____

Date of Usage Fee: _____
Usage Fee Amount: _____
Usage Fee Check Number: _____
Date Key Card Returned: _____
Amount Forfeited: _____
Reason for forfeiture: _____

Inspection Checklist

Inspection Completed By: _____
Garbage removed: Yes No
Counter tops cleaned: Yes No
Sink, stove, oven, refrigerator clean: Yes No
Floors swept, mopped, cleaned: Yes No
Carpet vacuumed: Yes No
Restrooms cleaned: Yes No
Structure (walls) undamaged: Yes No
Furnishings undamaged: Yes No
Lights and fans turned off: Yes No

Date: _____
Doors locked: Yes No
Outside perimeter clean: Yes No
Chairs and tables stored: Yes No
Chair/tables count correct:
130 chairs Yes No
9 - 60" round Yes No
10 - 96" rectangular tables Yes No
No Comments: