



This agreement is between the Richmond Hill Owners Association (ROA) and the undersigned Richmond Hill Amenity member (Member).

For the time of the scheduled use, the Member has the exclusive use of the patio and the **non-exclusive** uses of the swimming pool, pool area, parking lot, trash dumpster, and fitness room.

Reservations for use of the RHPROA patio are made on a first-come, first-served basis up to one year (365) days in advance the date of planned use.

All reservations are subject to the approval of the RHPROA Board of Directors. Members whose accounts are past due are ineligible to reserve and/or rent the patio area. The RHPROA reserves the right to decline reservations to any person for any reason. The RHPROA reserves the right to cancel a reservation at any time. Such cancellations might occur, for example, if the patio suffers damage or system failure that cannot be repaired in time for the scheduled use or if the RHPROA has a compelling need to use the patio area for an emergency purpose. **We have changed the rental policy. Rental Agreement must be received by our office staff in order to reserve the Patio. Also 14 days prior notice must be given to cancel the event.**

RULES OF USAGE

- (1) Member agrees to assume 100% responsibility for conduct of himself and his guests.
- (2) Member agrees to be present during entire time of actual usage.
- (3) Member agrees to limit the number to guests to no more than twenty (20) persons.
- (4) Member agrees to restrict parking by himself and his guests to designated areas only. No parking is allowed on the grass or landscaped areas. In the event this rule is violated, Member agrees to pay a fine of \$100 or actual repair costs, whichever is greater, to be posted to his account.
- (5) Member agrees to NO SMOKING in the patio area. Member also agrees to NO FIREARMS on the premise at any time. Illegal drugs and/or gambling are not permitted. Violators will be prosecuted to the fullest extent of the law.
- (6) Music is not permitted without the use of headphones and should not be audible by anyone other than the user. In the event the RHPROA receives credible complaints about noise caused by the Members use, Member agrees to pay a fine of \$100 to be posted to his account.
- (7) Member agrees to end usage by 10:00p.m.

(8) The reserving party must strictly adhere to the reservation times agreed within this rental agreement. It is the responsibility of the member to allow adequate time within their reserved time for set-up, event, and clean-up.

(9) Member agrees to follow the following clean-up procedures:

- Seal and remove all trash.
- Put new plastic bag into trash can.
- Clean tables and chairs.
- Clean the patio area so that it is left at least as clean as it was prior to scheduled use.
- Remove all food and drink items as well as all personal items brought into the patio area.

(10) Adult supervision is required for participants under 21 years of age.

(11) Any event open to the public is prohibited.

(12) The Member who rents the patio area must be in attendance at all times during the scheduled event. The Member must be the last to leave.

(13) Member agrees to abide by the General Rules of the community in addition to any and all rules listed in this agreement. (If you do not have a copy they can be found on the website at richmondhillplantationhoa.com.)

(14) Member agrees to notify the Community Association Manager of any problems encountered and any damage to the area and/or grounds caused during his use within 24 hours. Member agrees to pay for the costs to repair all damage that occurs during his use. Member agrees to have all such damages and costs posted to his account.

(15) If you see any damages to the patio area upon your initial entry, be sure to notify the RHPROA agent and report the damages. It is assumed that any damages not reported upon your initial entry occurred as the result of your rental, and you will be charged accordingly.

(16) Member agrees by signing this agreement that Member has been legally notified of the above fees, fines, and charges will be assessed under the conditions specified. Member further agrees additional notice is redundant and unnecessary and consequently waives all rights to a separate notice mailed by certified mail.

(17) Misuse of the facility or the failure to comply with these regulations will be sufficient reasons for denying any further applications.

(18) The Member who signs the rental agreement forms acknowledges receiving a copy of the rental agreement guidelines.

Richmond Hill Plantation

I wish to reserve the patio area for the following date and time:

Date: _____ Time: _____

The purpose of use is:

I certify that this use is not for any commercial, personal gain or for-profit purpose, including fundraising. I further certify that no participant will be charged any fee to attend or participate, including, but not limited to, a registration or admission fee. I understand that misrepresentation of the purpose of use and/or the charging of fees constitutes fraud and I agree to pay the RHPROA liquidated damages of \$1000 in the event the actual purpose of use does not correspond to the purpose stated above or in the event participation fees are charged. The number of guests that I plan to have is _____ (maximum is 20). I am a Member of the Richmond Hill Plantation Residential Home Owners Association in good standing and am at least 18 years of age. I assume FULL RESPONSIBILITY FOR MY ACTIONS AND THOSE OF EACH OF MY GUESTS during the course of the use, including all claims of theft, disturbance, or damages to any property or injuries to anyone caused by me or my guests. I agree to indemnify and hold harmless the RHPROA for all such claims whether the accident occurs on the common ground, on and part of the recreational facilities, parking areas, or adjacent areas. I have read, understand, and agree to the above terms and rules.

Member's signature: _____

Member's printed name: _____

Date: _____

Address: _____

Home phone: _____

Work phone: _____

E-mail address: _____

Agreement & fee received by: _____