



## 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. 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.
2. The Clubhouse is for personal and private use of homeowners of Club West and may not be used for business or commercial activity.
3. The homeowner responsible for reserving the Clubhouse must be present at all times during the function and is completely responsible for all guests' behavior.
4. The maximum number of occupants at any function may not exceed 140.
5. Full use of the kitchen facilities is included, but homeowner must bring your own equipment.
6. Guests using the Clubhouse must first park in FCW parking areas. The western section of the golf club parking lot directly across from the park may then be used for overflow parking. No parking is permitted on the street or in residential areas.
7. No outside loud speakers are permitted. All City of Phoenix noise ordinances must be obeyed.
8. 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.
9. No pets are permitted in the Clubhouse or in the adjacent park.
10. No firearms or weapons may be brought into the Clubhouse or into the adjacent park.
11. 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.
12. 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.
13. Decorations are permitted in the Clubhouse. However, they must be temporary and leave no holes, residue, or any damage to the walls or fixtures. 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.
14. 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.
15. Rice, birdseed, or the like are prohibited inside and in the vicinity of the Clubhouse.
16. The Clubhouse must be cleaned and vacated by the end of the rental period as indicated in the Clubhouse Lease Application.
17. 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.



18. A security deposit of \$300.00 is required in advance in order to hold the reservation date. In addition, there is a non-refundable Usage Fee of \$15.00 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).
19. 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.
20. The Clubhouse must be left clean and trash must be removed from the premises.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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 Comments: