

ADDITIONAL INFORMATION

Refundable Security Deposit \$350.00

Please Note: The full amount of this fee will be deposited by the Association -- i.e., this check will be cashed. The Security Deposit may be used in whole or part, in the Association's sole discretion, to compensate for (1) repair of any damage to the facility, its contents, or Association common area, (2) cleaning the facility, or (3) any violation of the Association's governing documents. The Security Deposit may also be forfeited, in the Association's sole discretion, if the Renter violates this Rental Agreement. If there are no violations or damage, the Renter will be refunded the full deposit approximately 14 to 21 business days after the Event is held, provided the Renter has complied with the provisions of this Rental Agreement. The deposit **cannot** be applied to your rental fee. The refund will be mailed to the address listed on the contract unless otherwise instructed in writing.

Non-refundable Security Guard Fee \$30/hour

Please Note: If serving alcohol, a security guard is required for the duration of the event. Minimum of 4 hours is required.

Alcohol Policy – It is the responsibility of the Renter to follow all applicable laws.

Sale Prohibited - The sale of alcohol is strictly prohibited.

Minors - In accordance with Arizona state law, no one under the age of 21 shall be served or provided an alcoholic beverage while on the premises. If alcoholic beverages are served or provided at the rental function, no minors are to be present without a parent or guardian.

Prohibited - Alcoholic beverages are prohibited outside of the Community Center. Under no circumstances shall the Renter serve, sell, purchase, allow the use of, or bring any illegal or controlled substances upon Association property.

Security Guard - A Security Guard is required for the duration of the event if alcohol will be served. The Association will contract with their vendor for this service. The Renter will pay the Association directly at a rate of \$30/hour with a 4-hour minimum. Full payment for the Security Guard is due 30 days prior to the event date.

CERTIFICATE OF INSURANCE REQUIRED

Contact your Homeowners Insurance Company/Special Event Insurance and ask for a Certificate of Insurance in the amount of \$1,000,000 which names The Islands Community Association and FirstService Residential as an "additionally insured" for the date of your event.

TO BE NAMED AS ADDITIONALLY INSURED ON CERTIFICATE:

The Islands Community Association, 825 S Islands Drive West, Gilbert AZ 85233
FirstService Residential, 9000 E. Pima Center Pkwy. Ste 300 Scottsdale, AZ 85258

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ADDITIONAL TERMS AND CONDITIONS

1. Use of the Community Center by Association members may be restricted due to delinquent Association dues, violation of Association rules, or deliberate abuse of the Community Center, recreational facilities or common area.
2. Should the Association incur any NSF charges for checks received; those fees will be assessed to the homeowner's account. If there are insufficient funds to pay any check received by the Association, the Renter's Event will be cancelled. If the Association does not become aware of the insufficient funds until after the Event, the Renter agrees that all outstanding amounts shall be assessed to the homeowner's account.
3. The Community Center shall only be used for the purpose specified on the approved application. The Community Center may not be used for commercial purposes. Products may not be sold in the Community Center for the profit of any individual or commercial enterprise, except by invitation and/or approval from the Board of Directors or Management Staff.
4. The Renter and Association homeowner is required to be in attendance during entire event. Failure to do so will result in forfeiture of deposit and/or facility use privileges. The Renter is personally responsible for the proper conduct of all guests and must be present to supervise the Event at all times.
5. All Events must begin and end at the time indicated on the Community Center Rental Agreement. Renters and their guests may not access the facility prior to the scheduled time and may not remain after the scheduled time.
6. The Community Center must be vacated by the Renter, all vendors, guests and residents/non-residents by 12 midnight, on Friday, Saturday or Sunday and 10 pm on weekdays, unless otherwise authorized in writing by the Association. Total participants must not exceed the 100-person capacity for a private rental. Exceeding this for any rental function may forfeit your deposit. PLEASE NOTE: Outside park and recreational & restroom areas will remain open to all Association residents during the scheduled event.

7. Companies contracted for private event services must submit a Certificate of Liability Insurance to the Association within 30 days of the event.
8. If the Renter rents, tables, chairs, linens, etc., the Association will not sign for, or take responsibility for, rental items. Please make arrangements with the rental company to be at the community center when the equipment is delivered and picked up, in order to sign for the equipment. The Association staff will not set up or breakdown rental equipment. Rented equipment must be removed from Association facilities the day of the event, immediately after the party unless otherwise noted in this agreement. Rental equipment not removed per agreement will constitute a waiver of the deposit.
9. The Renter shall arrange for all pick-ups and deliveries to be made the day of the event during the time the facility is reserved. All material, products, and decorations provided by the Renter, the Renter's caterers, Beverage Service, Rental Suppliers, Musicians, etc. must be removed immediately following the event end time listed on the contract. Storing items at the facility before or after the event will constitute a waiver of the deposit.
10. The Community Center tables and chairs are to be used only indoors and must be returned to their original stored location after event. Tables, chairs or other objects will not block or impede the flow of traffic in or out of any exits to or from the building, per Town of Gilbert Fire Code 1003.6
11. The Renter shall be completely responsible for their own set-up and clean-up of facility. The Renter will bring their own cleaning supplies.
12. All animals, with the exception of service animals, are prohibited.
13. No open flames inside or out. Candles (except birthday cake candles) must be enclosed in a votive container.
14. Decorations may be hung only with painters' tape or 3M On-Command or similar product that won't cause stripping. ABSOLUTELY NO masking tape; scotch tape, packing tape or duct tape, nails, screws, staples, tacks, glitter, confetti, bird seed, rice, sparklers, hay or other fine/hard to pick up items are allowed in or outdoors. No tape on windows, paintings or any decorative fixture in the Community Center. All decorations including painters' tape or 3M On-Command products must be removed and disposed of at the end of Event. Surfaces may not be marred in any way. Renter may not physically alter the existing facility in any way.
15. Helium balloons of all types are strictly prohibited inside during the rental of the Community Center, in an effort to allow a clean, decoration free, room for rentals forthcoming.
16. NO glassware is allowed outside, per Town of Gilbert ordinance (Code 1984, § 10-1-25(G); Ord. No. 2217, § I, 2-10-09).
17. NO smoking/vaping inside the Community Center or within 20 feet of the building, per Town of Gilbert ordinance (Ord. No. 1927, § I, 4-3-07) and Smoke Free Arizona Act § 63-601.01
18. NO gum allowed within the Community Center.
19. Noise generated from the Rental shall not affect the adjacent homeowners and residents. Music for all events shall be contained within the Community Center. Town of Gilbert Noise Ordinance must be observed, which states: "Sec. 42-64. Unnecessary noise...it shall be unlawful for any person without justification to make or continue, or cause or permit to be made or continued, any unnecessary, excessive or offensive noise, which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area..." (Ord. No. 1245, § I, 2-15-00; Ord. No. 1410, § I, 7-23-02)
20. All areas are required to be returned to the condition they are received. This includes both the interior and exterior of the facility.
21. All trash is to be taken to the dumpster located in the parking lot, (do not drag the bags across the floor or parking lot). Dispose of trash and replace with liner.
22. Vacuum carpet (vacuum provided, stored in the kitchen).
23. All tables and chairs to be cleaned and returned to original set up.
24. Kitchen counter tops, floors, sink, stove top, oven, microwave, walls and refrigerator must be left clean.
25. Usage of anything within the Community Center that was not discussed or mentioned during the walk-thru or that is locked, placed away, closed or labeled "Association Use Only" is off limits to the Renter, vendors, guests and residents/non-residents.
26. The Association makes no warranty or representation regarding the physical condition of the facilities, the furniture, fixtures and other property within the facilities or their safety, security or suitability for use. No oral representation by Association Board, Management or Staff shall constitute any kind of warranty whatsoever.
27. The Association will not be held liable in the event of accidents resulting in injury from setting up the room or from use of the kitchen equipment that you are operating.
28. The Association will not be held liable in the event of an illness resulting from food preparation.
29. The Association will not be held responsible for lost or stolen items.
30. The Association will not be held liable for unforeseen mechanical or building problems associated with electrical (lighting), cooling/heating, plumbing, structural damage (broken windows, doors, tables, chairs) or kitchen equipment failure. The Association will make every reasonable effort to maintain all equipment in operational condition and repair.
31. The Association shall make the facility available to the Renter for the Renter's exclusive use and enjoyment during the entire rental period. Association staff, it's contractors, or agents have the right to enter the premises

during the rental period to inspect the facility or to gain access to Association offices or equipment should it be deemed necessary.

32. The Association has the right to terminate a reserved event during its execution if in the judgement of the management, it poses a threat of harm to property, persons, or the Renter or guests do not follow the rules and procedures in this document.

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THE ISLANDS COMMUNITY PARK RULES & REGULATIONS
PARK HOURS ARE FROM SUNRISE TO 11PM

1. Fishing is for Islands residents and is catch & release only. An Islands Community Permit is required and can be obtained at The Islands onsite office.
2. Watercraft operated on any of The Islands' lakes must be registered with The Islands onsite office.
3. Swimming, pool inflatables, standup paddle boards and unauthorized watercraft in the lakes are prohibited.
4. Pets must be on a leash at all times. Owners are responsible for cleaning up after their animals. No livestock is allowed in the park without prior approval.
5. Skateboards, scooters, bikes and roller blades are restricted to sidewalks only and must yield to walkers and pedestrians.
6. No motorized vehicles of any kind are allowed in the park, except in areas designated for such vehicles.
7. Ramadas are available on a first come, first served basis. Please clean up the area when you are done. Inflatables must be registered with The Islands onsite office.
8. Horseshoes, basketball and volleyball games are limited to areas designed for such activities. Golfing is not allowed in the park.
9. No spirituous liquor, beer or wine is allowed in the park.
10. No glass containers are allowed in the park.
11. No fireworks, firearms or weapons are allowed in the park.
12. No sale of food, beverages, or other items is allowed in the park without prior approval by The Islands onsite office.
13. Please do not feed ducks bread as it makes them ill. Rotting bread causes harm to the water and the fish they eat.
14. No damage or misuse of the park equipment or grounds is allowed. The Islands onsite office has the right to escort individuals out of the park if needed.
15. In the event of an emergency or suspicious activity, please call 9-1-1 OR the Town of Gilbert non-emergency number at 480-503-6500.

This park is restricted to Islands residents and their guests only. Residents must accompany guest(s) while in the park. Trespassers will be prosecuted in accordance with A.R.S. 13-1502

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RELEASE AND INDEMNIFICATION

In consideration of the rental and use of the Community Center, 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 Community Center. I hereby release the Association, its governing board, officers, agents, employees, management 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 Community Center, whether caused, in whole or in part, by the negligence of the Association, its governing board, officers, employees, agents or representatives, or otherwise. I further agree to indemnify, defend, and hold harmless the Association and its governing board, officers, agents, employees, management 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 Community Center, 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 further agree to accept full responsibility for any damage or theft to and of the facilities during event and agree to pay Association for any repair or replacement costs. I also understand that I will not hold the Association, its governing board, officers, agents, employees, management and representatives responsible for any physical or emotional harm that is suffered by me or any guests. I also understand that I will not hold any of the aforementioned parties responsible for any property damage that is incurred from activities related to the event.

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COVID-19 ACKNOWLEDGEMENT AND RELEASE

As a condition of the rental and use of the Community Center, I acknowledge the current novel coronavirus (COVID-19) pandemic, the contagious nature of COVID-19, and voluntarily assume the risk that both myself and my guests may be exposed to or infected by COVID-19 while using the Community Center, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Community Center may result from the actions, omissions, or negligence of myself, my guests, and others, including, but not limited to, the Association and its governing board, officers, agents, employees, management, representatives, members, or guests. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my guests (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind that I and my guests may experience or incur in connection with my rental and use of the Community Center ("Claims"). I, on my behalf, and on behalf of my guests, hereby release, covenant not to sue, indemnify, discharge, and hold harmless the Association and its governing board, officers, agents, employees, management, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I acknowledge and agree that this release includes any Claims based on the actions, omissions, or negligence of the Association and its governing board, officers, agents, employees, management, and representatives, whether a COVID-19 infection occurs before, during, or after my rental and use of Community Center. The indemnity provided for in the "Release and Indemnification" paragraph, above, shall apply to any and all Claims arising under this paragraph.

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SECURITY DEPOSIT

Also, I agree that my Security Deposit of \$350 may be used, in whole or part, in the Association's sole discretion, to compensate for (1) repair of any damage to the Community Center, its contents, or Association common area, (2) cleaning the facility, or (3) any violation of the Association's governing documents. The Security Deposit may also be forfeited, in whole or part, in the Association's sole discretion, if I violate this Rental Agreement. If repair of damages or necessary replacement of property exceeds the security deposit, I agree to compensate the Association in the amount deemed necessary by the Association. Any violation of this Agreement can result in suspension of facility privileges. In the event of a dispute, the Board of Directors will be the final authority to determine if the forfeited deposit or amount charged to the Renter for the damages is fair and reasonable.

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RIGHT TO CHANGE TERMS OF AGREEMENT

In the event the facility is deemed not available for rental because of circumstances beyond the control of the Association, the Association shall have the right to change the terms of this Agreement, including the right to reschedule an event(s). If the Association changes the terms of the Agreement, the Association will notify me of such changes and provide me with a copy of the changed Agreement. I shall have the right to comply with the changes or cancel the reservation. If I choose to cancel the reservation because of the changes in the reservation I will not be charged any fee for cancellation. If I choose to accept the terms of the changed Agreement, I will sign a copy of the same and my reservation will remain in place.

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CANCELLATION POLICY:

A written 30-day termination notice is required by the Renter for a full refund. If the event is cancelled by the Renter less than 30 days of the reserved date, 50% of the Security Deposit will be deducted as a cancellation fee.

I have read completely this Rental Agreement and agree to abide by all its conditions.

Renter's Signature _____ Resident Sponsor Signature _____
(if applicable)

Date _____ Date _____

THE ISLANDS COMMUNITY CENTER RENTAL – EQUIPMENT AGREEMENT

As described in the rental contract, I agree that my Security Deposit of \$350 (or \$700 for a non-resident) may be used, in whole or part, in the Association's sole discretion, to compensate for (1) repair of any damage to the Community Center, its contents, or Association common area, (2) cleaning the facility, or (3) any violation of the Association's governing documents. The Security Deposit may also be forfeited, in whole or part, in the Association's sole discretion, if I violate this Equipment Agreement. If repair of damages or necessary replacement of property exceeds the security deposit, I agree to compensate the Association in the amount deemed necessary by the Association. Any violation of this Agreement can result in suspension of facility privileges.

_____ **initial** **NO**, I will not be using any of the available equipment (i.e. TV or Projector). I have read the above disclaimer and take full responsibility if I or anyone in my party utilizes or damage occurs to the equipment in anyway. I understand that reservation of the equipment needs to be scheduled prior to 30 days of the rental date.

If **YES**, please read and initial the next three (3) lines:

_____ **initial** **YES**, I will be using the indicated equipment for my rental and have agreed to pay the added service fee along with my rental fee(s), as described. I have read the above disclaimer and take full responsibility if I or anyone in my party utilizes or damage occurs to the equipment in anyway.

_____ **initial** **YES**, I understand that I will receive a "Quick-guide" on how to work the equipment. I agree that I will schedule a time with staff at least 2 business days prior to my rental, if I want to practice the setup. If I am unable to utilize it day of the rental, I agree that this does not constitute as an emergency and will not utilize the provided emergency number for technical support.

_____ **initial** **YES**, I understand that the Association will not be held liable for unforeseen mechanical or building problems associated with equipment failure. The Association will make every responsible effort to maintain all equipment in operational condition and repair.

The following is to be completed at the time of the scheduled key pickup:
Initial each piece of equipment you are taking responsibility for –

_____ TV/Remote \$50 _____ Microphone/Speakers \$50 _____ Projector/Screen \$50