

**RENTAL AGREEMENT FOR USE OF
THE LEGACY HOMEOWNERS ASSOCIATION CLUBHOUSE**

The undersigned (“Renter”) requests permission to rent and use the **Legacy Homeowner's Association (“LHOA”) Clubhouse** located at **600 Colonial Circle, Norwalk, Iowa**. The undersigned is an owner or a tenant of real property in the Legacy development and certifies that his/her Association Dues are current and will be current as of the date of this event. The undersigned wishes to use the Clubhouse:

Date: _____			
Start Time: _____	AM/PM	End Time: _____	AM/PM

DEPOSIT. The Renter agrees to pay a deposit of One Hundred Fifty Dollars (\$150.00) per reservation which shall be paid by the resident of the LOA. *Your check for deposit will be cashed by Hubbell immediately. Upon acceptable inspection of the Clubhouse by the Homeowners Association’s Manager/Agent, after the rental date, a check issued by Hubbell Community Management on behalf of LOA will be sent within thirty (30) days to the undersigned. **Beginning on July 1, 2016, all clubhouse reservation cancellations made less than 24 hours in advance will result in a \$50.00 charge.**

***FEES.** The undersigned **also**, agrees to pay \$10.00 per hour for rental of the clubhouse.

RULES. The undersigned agrees to abide by The Legacy Homeowner's Association Clubhouse Rules, attached as Exhibit A.

INSPECTION. It is understood that a Member of the Board of Directors of LHOA or a person designated by the board, may inspect the Clubhouse including all interior space, furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the Renter. Renter is required to fill out the **Clubhouse Condition Checklist** (attached as Exhibit B) completely and honestly. Any items not in good condition after the Renter’s event will be repaired or replaced at the expense of the Renter. In the event that the Deposit is not sufficient to cover the repairs and/or replacements required, the Renter agrees to pay the balance upon receipt of notice of the amount due. In the event that the Renter does not remit timely payment, the LHOA shall have the right to set a lien against the unit owned by owner for payment of same, which lien may be collected in same manner as monthly assessments or seek action in Court at Renter’s expense.

HOLD HARMLESS AND INDEMNIFICATION. The undersigned hereby releases and shall hold harmless and indemnify the LHOA property owners, Hubbell Community Management, and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorneys fees, and other costs of liabilities incurred by or asserted against any of the foregoing as a result of use of The Legacy Clubhouse by owner or owner's tenants or guests.

Acknowledged and Accepted by:
Hubbell Community Management, LLC

Signature: _____

Position: _____

Print Name- **Owner/Tenant (both needed if renting)**

Signature: _____

Address: _____

Email: _____

Phone: _____ Key Fob# _____

EXHIBIT A
RULES FOR USE OF THE LEGACY CLUBHOUSE

1. **ALCOHOLIC BEVERAGES.** Alcoholic beverages may not be served to minors or intoxicated persons at the Clubhouse. **NO KEGS ARE ALLOWED.** Deposit(s) will be withheld if Beer Keg(s) are brought to the event. Renter is responsible for all accidents or claims that may arise as a result of injury, or damage to person or property during rental period. **For safety reasons, NO GLASS allowed..**
2. **SMOKING.** No smoking is permitted within the Clubhouse, pool area or within 25 feet of either location at any time.
3. **ASSESSMENTS CURRENT.** The Clubhouse is not available for rental to any Owner/Tenant if the LHOA assessments and other sums due to the Association are not current at the time of reservation and rental.
4. **OWNER/TENANT AS HOST.** Owner or Tenants may reserve the Clubhouse. The Legacy owner or tenant must be present at all times at the function for which the clubhouse is rented and must be the primary host of the event. Owners and tenants may not reserve the area on behalf of a third party.
5. **MUSIC.** Music, and/or any other noise, must be kept at a level that cannot be heard in the surrounding homes in the area. The Renter of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming or leaving the function at the Clubhouse.
6. **DECORATIONS.** The Renter will be responsible for clean-up of any and all decorations. **DO NOT USE TAPE, NAILS OR THUMBTRACKS TO ADHERE ITEMS TO THE WALLS. NO CONFETTI IS ALLOWED.** Damage and/or confetti will result in non-refund of the security deposit.
7. **CITY CODES.** All applicable city and fire codes apply.
8. **VIOLATIONS.** Violations of these rules will be determined by the Board in its sole discretion. Violations will subject the owner to any corrective or enforcement action authorized by the Association's governing documents or by law, and penalties may include without limitation the loss of use rights for the Clubhouse for one year.
9. **LATE USAGE.** A \$25.00 fee may be assessed to the Renter if the Clubhouse is not vacated by the end of the allotted time block.
10. **HOURS.** All functions must end by 10:00 PM on weeknights and by 12:00 AM on Friday and/or Saturday nights.
11. **CLUBHOUSE/POOL RENTAL.** The Clubhouse is separate from the pool. Reservation of the Clubhouse does not reserve use of the pool.
12. **PETS.** Animals are not allowed in the clubhouse at any time unless they are licensed to provide assistance to the owner.

**** Checks are made payable to The Legacy Clubhouse. Payments can be mailed to: Hubbell Community Management, 6900 Westown Parkway, West Des Moines, IA 50266. They can also be dropped off to this address during the hours of 8:00-5:00pm. ****

EXHIBIT B
LEGACY CLUBHOUSE CONDITION CHECKLIST

NAME: _____

RENTAL DATE: _____

Renter is responsible for completing the PRE and POST Rental Checklists and returning them to Hubbell Community Management via fax: 515-280-2000 or email: WeCareMgmt@hubbellrealty.com. If you have any questions, please call **515-280-2014**. We are available Mon-Fri, 8:00am-5:00pm, and our answering service is available to take your call after-hours and on the weekends.

PRE-RENTAL CHECKLIST

Kitchen	YES	NO
Swept & mopped		
Counters cleaned		
Appliances clean & in working order		
Dishwasher and sink empty		
Coffeemaker washed and filter emptied- if applicable		
RESTROOMS	YES	NO
Counters wiped		
Sinks wiped		
Floors mopped		
ENTRANCE/HALLWAY	YES	NO
All doors locked		
Fire extinguishers accounted for		
Free of grass, leaves, etc.		
MAIN AREA	YES	NO
Carpet vacuumed		
Tables wiped down		
Chairs wiped down		
TV works & remote accounted for		
Fireplace in working order		
Furniture, equipment and window covering free from damage		
OUTSIDE AREA	YES	NO
Free from trash and debris		
Deck chairs in a row		
Chairs around tables		
Tables wiped down		

POST-RENTAL CHECKLIST

KITCHEN	YES	NO
Swept & mopped		
Counters cleaned		
Appliances clean & in working order		
Dishwasher and sink empty		
Coffeemaker washed and filter emptied-if applicable		
RESTROOMS	YES	NO
Counters wiped		
Sinks wiped		
Floors mopped		
ENTRANCE/HALLWAY	Yes	NO
All doors locked		
All lights off		
AC/Heat set (76° & 70°)		
Fire extinguishers accounted for		
Free of grass, leaves, etc.		
MAIN AREA	YES	NO
Carpets vacuumed		
Tables wiped down		
Chairs wiped down		
Chairs stacked and against wall		
TV works & remote accounted for		
Furniture, equipment and window covering free from damage		
Trash & Recycling taken out		
Fireplace and all appliances are turned off		
OUTSIDE AREA (if used)	YES	NO
Free from trash and debris		
Deck chairs in a row		
Chairs around tables		
Wipe down tables		

RETURN THE COMPLETED CHECKLIST BACK TO THE HOA AFTER YOUR EVENT. NOT HAVING THE CHECKLIST BACK, COULD DELAY THE REFUND PROCESS. YOUR COOPERATION IS APPRECIATED!