Hidden Springs Clubhouse Rental Agreement 2025

Non-Wedding Event

- Please read, initial and date each page of the Rental Agreement.
- Return all pages of the Rental Agreement with payment to the HSTA to confirm your reservation.
- Rental/Security deposit checks shall be deposited at time of receipt.
- For questions, please contact the HSTA office: 208-229-2323 / office@hiddensprings.com.

Thank you!

Phone: 208.229.2323
Fax: 208.229.2327
hsta@hiddensprings.com
www.hiddensprings.com
5876 W. Hidden Springs Dr.
Boise, ID 83714

CLUBHOUSE RENTAL AGREEMENT NON-WEDDING EVENT

Thank you for utilizing the Hidden Springs Community Clubhouse referred to in this document as the "Clubhouse." Clubhouse means the facility located at 5525 W. Hidden Springs Drive and the adjacent grounds but excludes the Fitness Center which is open to residents 5:00am to 10:00pm and the pool deck and pool when closed for the season (September to mid-May). The Resident and Renter has **non-exclusive access** to the adjacent parking lot, restrooms located off the lobby of the Clubhouse and the pool deck and pool when open for the season (mid-May to Labor Day). The Clubhouse is a private facility for Residents and their guests, and we appreciate your efforts in helping us care for it by adhering to the **Terms and Conditions** set forth in this agreement.

Please read the Clubhouse Rental Agreement Non-Wedding Event ("Agreement") carefully and in its entirety. By initialing each page, signing this document and submitting your rental fee with your security deposit, you are entering into a legally binding contract with Hidden Springs Town Association, Inc., herein referred to as HSTA.

TERMS AND CONDITIONS

1. RESERVATION POLICY: Only Residents with a current HSTA Homeowner's Account ("HOA account") may enter into the Agreement. ***"Resident"*** means an individual who is a Hidden Springs HOA member as defined in Master Declaration CC&R 3.1.2. **"Current HSTA HOA Account"** means the Resident does not have a negative balance at the time the reservation is made. A Resident may sponsor a Clubhouse rental for an individual referred to in this document as a **"Renter"**. A sponsored Renter from the Cartwright Ranch HOA must have a current Hidden Springs Sewer Co. LLC account.

Available rental dates for the following calendar year are confirmed in January of each year. **The Resident and/or Renter may make a verbal or email request to reserve the Clubhouse up to 12 months in advance, on a first-come, firstserved basis, and place a tentative hold on the requested dates. This request is NOT a reservation.** Upon confirmation that the requested dates are available, the Agreement accompanied by the **Resident's personal check or cashier's check** (the appropriate rental fee plus sales tax and the security deposit) must be received within five (5) business days of the reservation request to finalize the reservation.

2. CAPACITY: No more than 80 guests/attendees in total are permitted. Resident and Renter shall have no more than **80** guests inside the Clubhouse at any one time. Resident shall have their HOA account assessed for the cost of any damages and/or violation levied on the HSTA for any failure to adhere to the occupancy limit.

3. NON-WEDDING EVENT: ***"Non-Wedding Event"*** means any event other than a Wedding Event (any type of wedding ceremony, wedding reception, vow renewal, or post wedding reception up to one year after a wedding ceremony). **HSTA shall have the authority to make the final determination regarding what constitutes a wedding event.** NonWedding Events qualify for the Non-Wedding rental rate. Resident and Renter shall contact the HSTA for clarification or changes in the type of event prior to the event to ensure compliance. If the HSTA determines that Resident and Renter held a Wedding Event instead of a Non-Wedding Event, then the HSTA shall assess the Resident's HOA account for the difference in the rental fee.

4. RENTAL FEE SCHEDULE FOR THE COMMUNITY CLUBHOUSE / NON-WEDDING EVENT:

Rental Period	Rental Fee	Sales Tax	Check 1 Fee + Tax	Check 2 Security Deposit
1 Day	$80.00	$4.80	$84.80	$350.00
Each Additional Day	$37.50	$2.25	$39.75	---

PLEASE INITIAL:

HS HOA Member_____/Date_____

Sponsored Renter_____/Date_____

5. PAYMENTS: Resident shall provide the HSTA with the rental fee and a refundable security deposit upon final confirmation of the event date to secure the rental. Payment may be made in the form of a cashier's check, or a check drawn on the Resident's account. This includes Resident sponsored events. The HSTA shall have the sole discretion to waive or discount rental fees for events of a community-wide or charitable nature.

The HSTA shall process the security deposit upon receipt for security of the rental and will assess charges against the security deposit for any breach of Agreement, or for any HSTA real or personal property which is damaged, lost, stolen, broken, or altered throughout the duration of the rental period. The HSTA shall inspect the Clubhouse, restrooms, pool deck and pool at the end of the rental period.

The HSTA shall refund the security deposit after the post-event inspection confirming all **Terms and Conditions** have been met and the Clubhouse keys are returned to the HSTA. Any refund due will be mailed within 30 days after the rental period.

If any violation of the Agreement requires an HSTA staff member or council member to be present during the event, the Resident or Renter shall forfeit the security deposit. If the HSTA finds any misrepresentation under the Agreement, then the Resident shall forfeit the security deposit and be assessed for any difference in rental fee(s).

6. PROHIBITED AREAS: Resident, Renter and guests and vendors shall NOT access the Fitness Center which is open to residents from 5:00am to 10:00pm. Resident, Renter, guests and vendors shall not access the pool deck or pool when closed for the season (September – mid May). In the event the Resident, Renter, guests, or vendors access these areas, the HSTA shall not be held responsible for any injury to people or damage to personal property. Resident and/or Renter will be held responsible for any damage to these areas.

7. ACCESS: HSTA shall provide the Resident or Renter with one set of keys to the Clubhouse. Resident or Renter shall pick up and sign out the keys in the HSTA office one (1) day prior to the rental date. The keys provide access to the Clubhouse exterior and interior door locks. Resident and Renter shall return all the keys to the HSTA office no more than three (3) days after the date of rental. Resident shall be charged a $100.00 fee to be taken from the security deposit for failure to return the keys to the HSTA within three (3) days. Resident and Renter shall access the Clubhouse only on the contracted date(s) in the Agreement. The HSTA shall assess the Resident's HOA account for costs associated with early or late access, refer to rental fee schedule for "Each Additional Day" rate. Resident or Renter shall be charged $350.00 for lost keys which shall be deducted from the security deposit.

8. HOURS OF USE: Resident and Renter shall only utilize the Clubhouse between the hours of 8:00am and 10:00pm for their event on the contracted date(s). If Resident or Renter cleans after the event has concluded, no more than five (5) members of the rental party may remain at the Clubhouse until 11:00pm.

9. TERMINATION BY RESIDENT OR RENTER: If the Resident and Renter cancel the reservation fourteen (14) days or more in advance of the rental date, then the HSTA shall return the security deposit and rental fee, less a $25.00 cancellation charge. If the Resident or Renter does not provide notice at least fourteen (14) days in advance of the rental date, then the HSTA shall retain the entire rental fee and security deposit.

10. TERMINATION BY HSTA: The HSTA may terminate the Agreement if the Resident's HOA account is more than $100 past due 30 days prior to the date of the event in this Agreement. The HSTA may terminate the Agreement if the Clubhouse is unavailable for intended use due to unforeseen and uncontrollable events. These events include but are not limited to fire, flooding, earthquake, infestation, severe weather, vandalism, property damage and other natural or manmade hazards. The HSTA may terminate the Agreement if the Clubhouse is unavailable due to administrative errors, included but not limited to double booking or overbooking. The HSTA may terminate the Agreement due to misrepresentation by the Resident or Renter of the type of event or assess the Resident's HOA account for any difference in rental fee for misrepresentation.

If a Resident sponsors a Renter and no longer owns a property in Hidden Springs on the date(s) of the event, then HSTA may terminate the Agreement.

If the Agreement is terminated by the HSTA, then the HSTA shall immediately return the security deposit and rental fee to the Resident or Renter. The HSTA shall not be liable for any incidental or consequential damages incurred by the Resident or Renter, or their guests, or vendors due to termination of the Agreement.

11. FOOD AND CATERING: The Clubhouse is a private venue. The kitchen is a staging area only, and not in compliance with Central District Health for food preparation or storage. Resident and Renter may bring food into the Clubhouse or use a caterer or other vendor of their choice. Resident, Renter, caterer, or vendor shall provide all permits,

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Sponsored Renter_____/Date_____

personnel, equipment, and rentals, if required. The HSTA shall not be held liable for any health or food code violations. The Resident shall have their HOA account assessed for the cost of any violation levied on the HSTA for any failure of Resident or Renter, or their guests, agents, or vendors to comply with any applicable regulations or permitting requirements.

12. ALCOHOL: The Resident or Renter shall assume liability for the management of alcohol at the Clubhouse on the contracted date(s) in the Agreement. The Resident or Renter shall ensure all applicable State and County laws are adhered to for alcohol consumption. Consumption of alcoholic beverages by any persons under the age of 21 is PROHIBITED. The Resident and Renter shall ensure that the behavior of all event participants adhere to this Agreement.

The Resident and Renter may bring their own alcoholic beverages to share with their guests along with non-alcoholic beverages. The Resident and Renter **SHALL NOT SELL** alcoholic beverages or allow alcoholic beverages to be sold without a special permit and/or hiring a licensed and insured alcohol vendor.

The HSTA shall not be responsible for any personal injury, death, or property damage caused by the failure of Resident or Renter, or their guests, agents, or vendors to comply with all applicable State and County laws or regulations regarding the consumption of alcohol on HSTA premises.

13. RENTER SPONSORED BY A RESIDENT (HOA Member) Renter sponsored by a Resident **shall obtain** Special Event Insurance and Host Liquor Liability insurance if alcohol will be served. The Certificate of Insurance can be **(a)** an extension of the Renter's homeowner's policy; **(b)** an extension of the Renter's business liability policy; or **(c)** a Special Event policy. **The Sponsored Renter shall have a policy that must name Hidden Springs Town Association, Inc. and the Resident sponsoring the event as Additional Insured for the Clubhouse for $1M liability coverage and $1M in the aggregate**. The Renter shall provide the Certificate of Insurance to the HSTA ten (10) days prior to the date of the event. If the Renter sponsored by a Resident does not provide the certificate ten (10) days prior to the date of the event, the HSTA shall terminate the Agreement. The Resident and Renter shall ensure guests' behavior adheres to the Agreement. If any destructive or violent behavior resulting in damages is reported during the rental date(s), then the HSTA may terminate the Agreement, end the event, and withhold the security deposit.

14. POOL USE (Seasonal): The Clubhouse Pool is open to residents mid-May through Labor Day weekend from 6:00am to 10:00pm or dark, whichever occurs first. There are no lifeguards on duty. The Resident and Renter shall have **non- exclusive access** to the pool deck and pool. The Resident and Renter shall not exceed a **maximum of 20** guests using the pool deck or pool in conjunction with the rental. The Resident and Renter shall ensure guests' behavior at the pool adheres to the Agreement and the **Pool Rules (Exhibit A).**

15. PARKING: Resident and Renter have **non-exclusive access** to the adjacent parking lot which accommodates 6 vehicles behind the Clubhouse, off of Andy's Gulch Road. Additional parking is available on Andy's Gulch Road, DeChambeau Way and Hidden Springs Drive. Please advise guests to follow Ada County parking rules near the Clubhouse.

16. PROHIBITED MATERIALS: The HSTA shall retain the security deposit if there is use of these items which result in any damages or staff labor to remove, repair, or clean the venue:

Confetti, birdseed, rice, glitter, open flames (including sparklers, tiki torches, candles, firepits, etc.), firearms, smoking and pyrotechnic devices are **PROHIBITED** in all areas of the Clubhouse and adjacent grounds.

17. DECORATIONS: Affixing objects to walls, floors, fans, cabinets or ceiling with nails, staples, tacks, tape,or other materials is **PROHIBITED.** Helium balloons must be retrieved and removed from the premises.

18. CHILDREN: Resident and Renter shall ensure guests under the age of 18 are fully always supervised during the date(s) of the event at the Clubhouse.

19. NOISE: Ada County Noise ordinance does not allow music to be played on the premises after 10:00pm. Resident and/or Renter shall ensure music or amplification provided by recordings or musicians will be confined within the Clubhouse. Resident and/or Renter shall ensure all speakers are confined to the Clubhouse. If the noise is not confined to the Clubhouse and the police are called for a noise disturbance, or a request by the HSTA to reduce the noise level is not honored, then HSTA may terminate the Agreement. If the HSTA terminates the Agreement, then the event shall be immediately terminated and the HSTA may retain the security deposit in its entirety.

20. PROPERTY DAMAGE: The Resident shall be liable for any damage or destruction of the HSTA's personal or real property, including but not limited to, the Clubhouse and adjacent grounds caused by the Resident and Renter, and their guests, agents, and vendors during the rental date(s). The HSTA shall retain all or part of the security deposit and assess the Resident's HOA account for the amount necessary to cover the cost of repair or replacement of the property which exceeds the amount of the security deposit.

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Sponsored Renter_____/Date_____

21. DÉCOR: The HSTA decorates the Clubhouse for neighborhood events and activities. For an additional fee, Resident or Renter may request the removal of décor in writing at least fourteen (14) days in advance of rental. The Resident or Renter shall be liable for any damage to HSTA décor during the rental date(s) in the Agreement. If there is damage, then the Resident or Renter shall forfeit a portion or all of the security deposit and the Resident may have their HOA account assessed for the cost of replacing any damaged décor.

Resident or Renter is allowed to utilize their own decorations and décor to support their event. Décor must be free standing. Resident or Renter shall not affix objects to the walls, floors, fans, cabinets or ceiling with nails, staples, tacks, or other materials. Resident and Renter shall remove **ALL** decorations, rented items, and belongings from the Clubhouse and adjacent grounds **by the end of the rental period**. The HSTA shall not be liable for any damages to any property used by Resident or Renter, their guests, agents, and vendors during the event rental period.

22. SEATING AND SUPPLIES: A limited number of tables and chairs are included with the rental of the Clubhouse. Resident or Renter may provide additional rentals (i.e. tables, chairs, portable toilets, shade structures, kitchen supplies, linens, dishes, etc.). Resident and Renter shall remove all additional rental items **by the end of the rental period** unless other arrangements have been aopproved in writing with the HSTA at least seven (7) days prior to event.

Any items left behind by Resident or Renter, their guests, agents, or vendors after the end of the rental dates shall be deemed abandoned and may be disposed of by HSTA in whatever manner it determines is appropriate, without further notice. Resident or Renter shall forfeit all or a portion of the security deposit to cover the cost of the removal of abandoned items, the repair or replacement of damaged HSTA items, or the cleaning of the Clubhouse.

23. CLEANING: The Resident and/or Renter shall ensure the Clubhouse is cleaned immediately following use, which includes the removal of all the Resident's, Renter's, guests', and vendor property. If arrangements are needed for cleaning at a time other than immediately following the event, the Resident or Renter shall request approval from the HSTA fourteen (14) days prior to the event. Resident and Renter shall follow the provided Clubhouse Cleaning Checklist as well as ensure the following:

- Tables and chairs returned to their original position.
- Tables, Kitchen countertops, sink, and floor cleaned and sanitized.
- Vacuum carpet and floor.
- Trash bagged and put in dumpster located in parking lot.
- Decorations / personal items removed from premises.
- Stove/oven must be wiped clean of any food spills.
- Doors and windows closed and/or locked at completion.
- Turn off all lights and fans.
- Turn off gas fireplace.

24. CLEANING SERVICE: If professional cleaning services are requested, then the Resident or Renter shall coordinate with the HSTA at least fourteen days (14) prior to the event. The HSTA shall hire the professional cleaning service. The fee for the professional cleaning service is listed below:

- **Scheduled Cleaning**: The HSTA shall charge the Resident or Renter $350 for a cleaning scheduled in advance. This cleaning shall include all of the services listed above plus cleaning up after the party except for HSTA's tables and chairs and any rentals. Resident and/or Renter shall reset all HSTA tables and chairs in their original position /location at the conclusion of the event.

- **Unscheduled Cleaning or Emergency Cleaning**: The Resident shall pay an additional $400 fee if the Clubhouse is not cleaned as outlined in the Agreement by the end of the event. If an unscheduled cleaning or emergency cleaning is required, then the HSTA shall assess the Resident's HOA for this fee.

25. LEGAL: Resident and Renter shall assume all responsibility, risks, liabilities, and hazards incidental to the event (including but not limited to the serving of alcoholic beverages) and hereby releases and forever discharges HSTA, its officers, directors, employees, agents and volunteers, present, past and future, from any and all claims, costs, causes of action, and liability for personal injury or death, and loss, damage to or destruction of property arising from or in connection with the event or the use of the Clubhouse, Clubhouse Pool, adjacent grounds, and appurtenances. Resident and Renter shall indemnify and hold harmless HSTA, its officers, directors, employees, agents and volunteers, present, past and future, from any and all claims for loss, damages, or injuries, arising from or in connection with the event or the use of the Clubhouse, Community Pool, adjacent grounds and appurtenances.

21. FIRE SUPPRESSION SYSTEM / RANGE HOOD FAN: The hood exhaust fan located above the kitchen range **MUST** be on during the operation of the stove top and/or oven. **NO EXCEPTIONS**. Failure to do so could result in

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Sponsored Renter_____/Date_____

the triggering of the fire suppression system. Resident/Renter will be held responsible for the cost of clean-up/damage to facility and appliances due to non-compliance and negligence. The HSTA shall retain all or part of the security deposit and assess the Resident's HOA account for the amount necessary to cover the cost of repair or replacement of the property which exceeds the amount of the security deposit.

The HSTA, its directors, and employees may monitor, inspect and record the Clubhouse and parking lots at any time during the event described in this agreement. This monitoring includes security cameras in the Clubhouse and its adjacent grounds.

The HSTA, its officers, directors and employees shall not be liable for damages, including consequential or incidental damages, for its failure to perform the Agreement if such failure is due to, but not limited to, double booking, lack of cleaning, fire, flood, earthquake, foul weather or any emergency condition that is beyond the control of the HSTA, its officers, directors or employees.

The preceding **Terms and Conditions** have been designed to protect the HSTA, adjacent grounds, plant beds, environment and guests. Breaches of any section of this Agreement are grounds for retention of the security deposit.

Should repair and/or replacement exceed the security deposit, the Resident's HOA account shall be assessed the cost of any damages to the Clubhouse, adjacent grounds, or any other HSTA real or personal property.

Resident and Renter have read and understand the Agreement for the HSTA Clubhouse, and agree to hold HSTA harmless from any and all claims, demands, lawsuits, actions, damages, liabilities and/or expenses, including but without limitation reasonable attorney's fees, arising out of or in connection with personal injury, property damage, loss and/or theft related to the contracted event.

Resident and Renter shall conduct the event as stated in compliance with the Terms and Conditions of the Agreement and all applicable laws, statutes, ordinances, regulations and any other governmental requirements pertaining or relating to the event, or the Clubhouse, and shall be responsible for ensuring all guests, vendors and other invitees to the Clubhouse or the event are also in such compliance.

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Sponsored Renter_____/Date_____

REQUIRED INFORMATION AND RENTAL AGREEMENT SIGNATURES

Rental Period date(s) Hours _____ **of Use** _____**Number of Guests**_____

Event Description

_____

RESIDENT (HOA Member)

Resident Name _____

Resident Address_____

Resident Cell #_____

Resident Email _____

Resident Signature_____Date _____

SPONSORED RENTER:

SPONSORED Renter Name _____

SPONSORED Renter Address

_____

SPONSORED Renter Cell#_____

SPONSORED Renter Email _____

SPONSORED RESIDENT Renter Signature_____**Date**_____

- Please make checks payable to: Hidden Springs Town Association, Inc. (HSTA). The rental is not secured until the full rental fee and security deposit are received.
- **Sponsored Renters** must provide a cashier's check or a check from the Resident's bank account.
- Failure to adhere to the **Terms and Conditions in the Rental Agreement**, including any misrepresentation, may result in loss of privileges, forfeiture of security deposit and an additional assessment applied to the Resident's HSTA HOA account.

For office use only:

Date Contract Received _____Rental Fee $ (Type/Amount) _____Sales Tax $ _____

Security Deposit (Type/Amount) _____ Certificate of Insurance Received _____

PLEASE INITIAL:

HS HOA Member_____/Date_____

Sponsored Renter_____/Date_____

Pre-Event Facility Inspection Date _____ Post Event Facility Inspection Date _____

Date Security Refund Requested_____ Date Security Deposit Mailed_____

NOTES:

Hidden Springs Pool Rules

Exhibit A

Pool hours are from 6:00am to 10:00pm or dark, whichever occurs first.

There are **NO** lifeguards on duty. All persons use the facilities at their own risk.

A maximum of 5 guests per HOA resident household per day. Guests must be accompanied by a resident adult 18 years of age or older. Expecting additional family or guests? Visit the HOA office for a Resident Guest Pass ($50.00 plus a refundable $25.00 key deposit) good for up to 10 guests for seven days.

Children under the age of 12 must be supervised by an adult resident or appropriate caregiver 18 years of age or older from **the pool deck**.

NO nudity is allowed in the pool or on the pool deck, this includes children. Swimsuits or other appropriate swimwear is mandatory while in or at the pool. No street clothes.

Swimmers not or recently toilet trained or incontinent **MUST** wear a swim diaper **AND** rubber swim pants that fit snuggly at the waist and legs with their bathing suit. Disposable diapers are not allowed. Diapers must be changed in the bathroom facilities, not poolside or on a poolside table or chair.

Showers are required before entering water.

NO diving.

NO running.

NO roughhousing.

NO jumping from mushroom pool to larger pool.

NO foul language, rude or discourteous behavior.

NO smoking or vaping inside the pool area or on the pool grounds.

NO inflatables, rafts, or pool toys larger than 36”.

NO water guns.

NO glass bottles or containers.

NO standing or jumping on pool furniture.

NO chewing gum.

NO alcohol permitted in the pool area. All alcoholic beverages must remain in the Clubhouse.

NO pets allowed in the pool area except Service Animals.

NO wheeled toys, bikes, wagons, scooters, or skateboards are allowed on the pool deck. Strollers with locking wheels are permitted.

NO food is allowed in the pool or on the pool deck except under the Clubhouse pergola or in the Clubhouse.

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Sponsored Renter_____/Date_____

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HS HOA Member_____/Date_____

Sponsored Renter_____/Date_____