

Mt. Bachelor Village Association
Fireside Lodge Rental Agreement
(Revised and board approved November 9, 2019)

The Mount Bachelor Village Association Fireside Lodge (“clubhouse”) can be rented by owners of Mount Bachelor Village to host small social gatherings. Usage of the pool is not included. The clubhouse is equipped with rest rooms, a full working kitchen, outdoor barbeque, sofas, TV, Wi-Fi, fireplace, one indoor dining room table and four outdoor tables and chairs with umbrellas. The maximum occupancy is 40 for winter usage and 65 in the summer.

Rental Fees by Owners:

Private - \$50 8am to 5 pm or 5pm to 10 pm or \$100 All Day
Business: \$100 8am to 5pm and \$50 5pm to 10 pm or \$150 All Day
Non-Profit*: \$50 8am to 5pm and \$50 5pm to 10 pm or \$100 All Day

(*) Owner must be at least 1/3 owner of the business and must be in attendance

First Name: _____ Last Name: _____ Unit No. _____

Address _____ City _____ ST _____ Zip _____

Tel (H): _____ (C): _____ Email: _____

Please describe the purpose of your event: _____

Date of Event: _____ Start Time: _____ End Time: _____ No. PPL _____

Alcohol on Property: Yes _____ (Liability Insurance Required Prior to Event Date) No _____

Mount Bachelor Village Association will officially reserve the clubhouse subject to availability upon receipt of the rental fees made payable to Mt. Bachelor Village Association, and proof of liability insurance (if applicable), together with your signed Rental Agreement.

Mail to: Mt. Bachelor Village Assn., 19717 Mt. Bachelor Dr. Bend, OR 97702

Rental Policy Rules & Regulations

Facility Usage: The clubhouse may not be reserved more than one (1) year in advance. It may not be used for fund-raising purposes without prior approval from HOA management. The sale of alcohol is prohibited.

Pool usage is not included. Maximum number of occupants is 40 people. These holidays cannot be rented, so all owners may enjoy the Fireside: New Year's Eve & Day, Annual Meeting day, Thanksgiving Day, Christmas Eve & Day and Super Bowl Sunday.

Hours: The clubhouse may be rented Monday - Sunday 8 am to 10 pm. It may not be used past 10 pm without prior approval from HOA management. Please allow appropriate time for setup before the event and cleanup after your event.

Rental Agreement: To reserve the Mount Bachelor Village Fireside Room, a Rental Agreement must be completed, signed and returned to the Mt. Bachelor Village Assn. at 19717 Mt. Bachelor Dr., Bend, OR 97702. Residents **MUST** be current on their homeowner dues in order to rent the clubhouse.

Reservations: Clubhouse reservations are "first-come, first-served" basis with priorities give to Mount Bachelor Village Association functions.

Personal Property: The Mount Bachelor Village Association is not responsible for any valuables or personal property left on the premises.

Animals: Animals, with the exception of service animals, are not permitted at the clubhouse.

Alcoholic Beverages: If any alcoholic beverage is to be present, proof of host liquor liability insurance must be provided with combined single limit coverage of \$1,000,000 with respect to injuries, deaths and damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be delivered to HOA management prior to the event date. Alcohol cannot be sold.

Cleaning: The clubhouse must be cleaned of all decorations and trash removed. The rental applicant is responsible for removal of all personal articles, including left over food. All appliances and lights need to be turned off, all doors/windows locked. The key needs to be returned to the Front Desk by the end time on the Agreement.

Minors: Any rental with participants under the age of 18 is required to have at least one adult chaperon for every 10 minors present.

Decorations: No decorations or temporary fixtures may be affixed to the building with nails, tacks, staples or any application that will cause damage to the paint or walls. No helium balloons are allowed. Confetti, thrown rice, etc. are not allowed. No candles are allowed.

Smoking: Smoking is prohibited inside the or outside of the Fireside and the common-area grounds.

Clothing: No bathing suits are allowed, as wet suits may damage furnishings.

Care of Equipment and Premises: Neither renter nor its guests will cause damage to the premises or equipment, or permit anything to be done whereby the premises or equipment will be in any manner

injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. Premises will be returned in the same condition as when it first occupied. Damages to the premises or equipment and excessive cleaning will be charged to the person signing this Agreement.

Disturbing the Peace: Disturbing the peace, misconduct or raucous behavior is not permitted.

Required Signature

I have read all the rental rules and regulations, and by signing below, I agree to comply with the provisions of this Rental Agreement. I understand that I may be billed for expenses should any of the aforementioned requirements be ignored or abused, or if any damages are as a result of the actions of my rental.

Renter acknowledges that his/her use of the facility purely for the pleasure of his/her guests. Renter further acknowledges that neither Mount Bachelor Village Community Association (“Association”), for Mount Bachelor Village Corp., as the Manager of the Association (“Manager”) assume any responsibility for, nor shall the Association or the Manager have any liability for, the actions or inactions of the renters and his/her guests and invitees for any injury, damage or loss of any kind that a person may sustain while using the clubhouse or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in or by any person while using the clubhouse.

Renter, on behalf of him/herself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Association and Manager and their respective officers, directors, shareholders, agents, members, successors and assigns, from any claims which renter, his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the clubhouse or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the clubhouse.

Renter, on behalf of him/herself, his heirs, successor and assigns, agrees to indemnify, defend and hold harmless the Association and Manager and their respective officers, directors, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorneys’ fees arising from the user of the clubhouse. In the event any action or proceeding is brought against the Association or the Manager, their respective officers and directors, renter covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the Association and Manager.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and renter’s failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist renter in fulfilling such obligations shall not relieve renter of any indemnification and defense obligations set forth herein.

Signature

Date