

Receipt #: _____
Date Created: _____
Household #: _____



Recreation Centers of Sun City, Inc.
10626 W Thunderbird Blvd
Sun City AZ 85351
623-561-4660

FACILITIES RENTAL AGREEMENT

Renter's Name: _____ Cardholder No. _____

If Organization, Officer's Name & Position: _____

Address: _____ Phone: _____

City/State/Zip: _____ Email: _____

RCSC Facilities: _____ Date: _____

This Facilities Rental Agreement ("Agreement") is made between the Recreation Centers of Sun City, Inc. ("RCSC") and the Renter for the use of the RCSC Facilities described above (the "Facilities"). The undersigned Renter, individually and on behalf of his/her invitees and guests, agrees as follows:

1. **EVENT DESCRIPTION.** Renter, who is 19 years of age or older, is reserving the Facilities for the purpose of _____ (the "Event") which will be attended by _____ persons (not to exceed the maximum posted room capacity.) RCSC reserves the right to deny use of RCSC Facilities to anyone for any reason.
2. **RESERVED TIMES.** The Facilities will be reserved for the Event between the hours of _____ and _____ on the Event Date. The reservation is not guaranteed until this Agreement is approved by an authorized representative of RCSC and the Event Deposit is received (see below). Renter understands that he/she is being granted exclusive use of the Facilities for this time period subject to the right herein reserved by the RCSC to enter the Facilities and terminate the use thereof if the conduct of any person using the Facilities violates any law, RCSC rule, regulation or procedure. Renter must be present during this time period, to include all time required for set-up and clean-up, and until Renter's last guest has vacated the Facilities. Any exception must be approved in writing by the Director of Member Services or the General Manager.
3. **EVENT FEE.** The cost to the Renter for the reservation and use of the Facilities is \$ _____; payable as follows:
 - a. **DEPOSIT.** Event Deposit for reservation and clean up in the amount of \$ _____ is due with Renter's submission of this Agreement to RCSC. RCSC will not hold the Event Date and reserve times without payment. Renter further understands and agrees that this deposit will be used to pay for cancellation fees, cleaning costs, any and all damages resulting to the Facilities, its contents, or any other portion of RCSC property from Renter's actions or any actions of persons present at, attending, or in any other way related to the Event. An authorized RCSC representative shall inspect the Facilities at the close of the event and prior to the Renter vacating the Facilities. If costs and/or fees exceed the amount of deposit, Renter agrees to pay RCSC full cost of all expenses with ten (10) days of receipt of written explanation of the charges and bill from RCSC.
 - b. **RENT.** Event Rent for use of the Facilities is \$ _____ and is due and payable in full thirty (30) days prior the Event Date. Only RCSC Cardholders in good standing are eligible for the preferred Cardholder rate. Failure to submit payment timely may result in cancellation of the Event.
 - c. **AUDIO/VISUAL/SOUND/LIGHT SERVICES & EQUIPMENT.** Renter is requesting the use of the following audio/visual/sound/light equipment and services for the Event: Any required services of a Technician will be billed at \$30.00 per hour.

_____ \$ _____
_____ \$ _____

4. **CATERING & ALCOHOLIC BEVERAGES.** If the Event is catered, the Caterer must have supplied to the Corporate Office via email tcirino@suncityaz.org or fax 623-561-4601 (i) a copy of the Food Service Permit of the contracted caterer, and (ii) a Certificate of Insurance in not less than One Million Dollars and a policy endorsement naming RCSC as an additional named insured thirty (30) days prior to the Event. Failure to do so may result in cancellation of this Agreement.

If any alcoholic beverage is sold during the Event, a Special Events License from the Arizona Department of Liquor Licenses & Control must be obtained and copy provided to RCSC. This is required even if donations for alcoholic beverages are the only payment. RCSC is to be held completely harmless for any alcohol-related claim. Proof of liquor liability coverage through a copy of an insurance policy is required in advance of the Event. No outside alcoholic beverages are permitted at any licensed facility or event.

If the Renter is hiring a caterer/company to provide alcoholic beverages (Renter is not providing/serving it directly) then a full copy of the contract with this third party provider must be provided to RCSC for review along with a copy of the third party provider's license to sell alcohol. RCSC is to be held completely harmless for any alcohol-related claim. Proof of liquor liability coverage through a copy of an insurance policy is required in advance of the Event. No outside alcoholic beverages are permitted at any licensed facility or event.

If alcoholic beverages are provided without payment of any kind, attendees may bring in outside alcoholic beverages. RCSC is to be held completely harmless for any alcohol-related claim.

Nobody under the age of 21 may consume alcoholic beverages at the Facilities under any circumstances. The Renter (a) assumes the responsibility to monitor and restrict minors in accordance with State and local laws when alcoholic beverages are served; and (b) agrees to comply with all federal, state and local laws regarding the use and distribution of alcohol.

5. **RESTRICTIONS.** The following restrictions apply:
- a. **SOUND:** Music and noise (level not to exceed 55dBA at property line) must remain controlled so as not to disturb surrounding users of the facility or homes and must comply with Arizona Department of Health noise code regulations.
 - b. **KITCHEN USE:** Cooking food from a raw state is strictly prohibited as RCSC kitchens are not licensed for such use. Kitchens may be used for warming food up or keeping food cold. This applies to all caterers as well. RCSC does not provide any serving or eating utensils (e.g. forks, spoons, knives, tongs, plates, bowl, cups, etc.) Renters must bring their own items. Renters are permitted to use the ice in the ice machines. Ice scoops provided must be used and are not to be left in the ice.
 - c. **STERNO WARMERS & GRILLS:** Sterno warmers are permitted. If the rentable facility has provisions for propane gas grills, they must stay in the contained designated areas only. All Sterno and grills must be under adult (19 years of age or older) supervision at all times, and must be extinguished before vacating the facility.
 - d. **OPEN FIRES:** Fire dancing/productions, non-floating candles, incense, lanterns, Tiki torches or any apparatus that requires an open flame are strictly prohibited. Floating candles are permissible.
 - e. **SMOKING:** All RCSC facilities are smoke-free facilities. Smoking, including the use of electronic cigarette devices, is only permitted in designated smoking areas.
 - f. **FACILITY RENTAL BOUNDARIES:** All events must be confined within the boundaries of the rental premises including patio areas. No activities, including without limitation, drinking outside of your rental area or smoking outside of designated smoking areas is permitted. Children must be under adult supervision at all times and must remain within your rented facility space. Fines will be assessed if any guests are found in these areas.
 - g. **CARTS, WHEELED AND SKATING DEVICES:** No recreational wheeled/skating devices (i.e., scooters, hover boards, "heelines," skateboards, bicycles, etc.) are allowed in the rental facilities. Motorized carts and golf carts are strictly prohibited at the Hillside Park at the Lakeview Center. Mobility scooters and power wheelchairs are permitted.
 - h. **ADMISSION FEES, PUBLICITY AND COMMERCIAL USE:** No admission fees may be charged, and commercial use is strictly prohibited. Events are limited to personal events per RCSC Board Policy Resolution No. 11 titled USE & RENTAL OF RCSC FACILITIES & PROPERTY. Publicity related to the rental of RCSC facilities must not imply

endorsement of the event by RCSC. All publicity and advertising regarding such events on RCSC property shall be pre-approved by the Director of Member Services or General Manager.

6. **CHANGES & CANCELLATION.** Only the Renter can make change requests to this Agreement and all change requests must be made in writing at least 30 days prior the Event. An RCSC authorized representative will notify Renter in writing if change requests are approved.
RCSC reserves the right to cancel this event due to unforeseen or unavoidable circumstances occurring on or around the Facilities that may adversely affect the Event. In such case, RCSC will not be liable for any damages other than a refund of the Renter's incurred rental and deposit fees for the Event.
Cancellation requests by the Renter must be submitted in writing. The following cancellation fees may apply: a) \$25.00 if request is received more than 120 days before Event; b) \$100.00 if request is received between 31 and 120 days before Event; and, c) Forfeiture of rent if request is received 30 days or less before Event.
7. **ADVERTISING.** RCSC reserves the right to review and approve all advertising or media releases covering the Event.
8. **DAMAGE REIMBURSEMENT.** The Renter agrees to reimburse RCSC for any loss, breakage, or damage to the Facilities or equipment in the Facilities caused while in his/her care or possession.
9. **DOCUMENTATION.** The following documentation must be supplied no later than thirty (30) days prior to the contracted Event: a) Room Set-up Request. b) All Applicable Permits, Licenses and Insurance.
10. **SMOKING.** Smoking (including electronic cigarettes) is permitted only in designated smoking areas. Smokers must be at least 20 feet away from any entrance to comply with the Smoke Free Arizona Act.
11. **RELEASE OF LIABILITY.** Renter assumes all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby releases and forever discharges RCSC, its officers, directors, employees, agents, and members, present, past, and future from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from Renter's use of the Facilities and its appurtenances. RCSC shall not be liable for damages to guest's property of any type for any reason or cause whatever.
12. **INDEMNIFICATION.** Renter, jointly and severally, agrees to indemnify and hold harmless RCSC, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, damages, and liabilities (including but not limited to attorney's fees) for any and all injuries, to either person or property, suffered by Renter, Renter's family members, employees, agents, servants, guests, invitees, any member of RCSC, or any other person which arise from or are in any way related to the above Event, activity, rental, or use of the Facilities.
13. **CODE OF CONDUCT.** Renter assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Event and agrees to be personally responsible for causing all such persons to comply with RCSC's rules, regulations and policies. If participants using RCSC facilities become disorderly requiring the intervention of a staff member, deposits may also be affected.
14. **APPLICABILITY OF LAWS.** Renter will be in attendance at the Event at all times during the Event. Renter hereby agrees and represents that the Facilities will be used for lawful purposes only and that if any conduct at the Event violates federal, state, or local laws or ordinances, all rights to use the Facilities under this Agreement shall immediately terminate and RCSC shall have the right to take possession of the Facilities and instruct guests to leave the property. Renter shall use the Facilities and conduct the Event in accordance with and in compliance with all federal, state and local laws and ordinances.
15. **ADDITIONAL PROVISIONS.** RCSC shall be entitled to pursue any and all legal and equitable remedies against the Renter for damages to RCSC property, including damages in excess of any deposit. In the event that it shall be necessary for RCSC to retain legal counsel to enforce any provision of this Agreement against Renter as a result of any violation of this Agreement regardless of whether legal proceedings are commenced, RCSC shall be entitled to its reasonable attorneys' fees and costs against the Renter. In the event that a legal action is commenced, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, incurred in connection therewith.

Renter shall also be responsible for fines or penalties levied against RCSC as a result of Renter's violation of applicable statutes, ordinances, rules or regulations in connection with this Rental Agreement, the activity or rental as well as any attorney's fees and costs incurred by RCSC in that regard.

16. **LOSS OF RENTAL PRIVILEGES.** Renters who violate the provisions of this Agreement, the law and or RCSC rules, regulations and policies are subject to loss of rental privileges of RCSC Facilities.

I have carefully read and understand this Facilities Rental Agreement and agree to be bound by its terms.

Renter's Signature/Officer Signature for Organization

Date

RCSC Member Services Agent

Date

SAMPLE