

Receipt #: _____
Date created: _____
Reservation #: _____



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

ROOM RENTAL AGREEMENT

Cardholder's Name: _____ Cardholder No. _____
Address: _____ Phone: _____
City/State/Zip: _____ Email: _____
RCSC Facilities: _____ Date: _____

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

1. **EVENT DESCRIPTION.** Cardholder 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.

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

2. RCSC and full payment is received. Cardholder 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. **Cardholder must be present during this time period, to include all time required for set-up and clean-up, and until Cardholder's last guest has vacated the Facilities.** Any exception must be approved in writing by the Clubs, Activities & Communications Leader.

EVENT FEE. Event Rent for use of the Facilities is \$ _____ and is **due and payable in full on date of reservation is made.** Only RCSC Cardholders in good standing are eligible for the preferred Cardholder rate.

3. **SERVICES.**

- a. **INSPECTION**

An authorized RCSC representative shall inspect the Facilities at the close of the event and prior to the Cardholder vacating the Facilities. Should violations of the Agreement or damage be found, Cardholder 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. The Cardholder 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.

- b. **ROOM SET UP** – form must be completed at time of reservation.

- 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 \$50.00 per hour.

_____ \$ _____
_____ \$ _____
_____ \$ _____

4. **CATERING & ALCOHOLIC BEVERAGES.** If the Event is Catered, the Caterer must have supplied to the Corporate Office via email entertainment@suncityaz.org (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. Cardholder agrees that RCSC is 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 Cardholder is hiring a caterer/company to provide alcoholic beverages (Cardholder 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. Cardholder agrees that RCSC is 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. Nobody under the age of 21 may consume alcoholic beverages at the Facilities under any circumstances. The Cardholder (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.) Cardholders must bring their own items. Cardholders 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 use of Sterno and grills must be under Cardholder 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 and vaping devices, is prohibited inside of RCSC buildings. Smoking, including electronic cigarettes and vaping devices but excluding marijuana products, is allowed in designated smoking areas only per federal, state and local laws.
 - 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 Clubs, Activities & Communication Leader.

6. **CHANGES & CANCELLATION.** Only the Cardholder can make change requests to this Agreement and all change requests must be made in writing at least 14 days prior the Event. An RCSC authorized representative will notify Cardholder 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 Cardholder's incurred rental fee for the Event. Should Cardholder be unable to attend Event due to unforeseen circumstances, please notify RCSC staff in the Activities office. Cancellation requests by the Cardholder must be submitted in writing. The following cancellation fees may apply a) 10% of rental fee if more than 90 days before Event; b) 60% if more than 60 days before Event; and c) Forfeiture of all 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. **HOUSEHOLD PETS AND SERVICE ANIMALS.** Pets are not allowed at any RCSC rented premises, including but not limited to all buildings, golf courses, grounds, parking lots, except for dogs trained as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals.
9. **DOCUMENTATION.** The following documentation must be supplied no later than thirty (30) days prior to the contracted Event: a) All Applicable Permits, Licenses and Insurance.
10. **SMOKING.** All RCSC facilities are smoke-free facilities. Smoking, including electronic cigarettes and vaping devices is prohibited inside all RCSC buildings. Smoking, including electronic cigarettes and vaping devices but excluding marijuana products, is allowed in designated smoking areas only per federal, state and local laws.
11. **RELEASE OF LIABILITY.** Cardholder 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 Cardholder'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.** Cardholder, 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 Cardholder, Cardholder'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.** Cardholder 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 and require the intervention of a staff member, then it will be considered a violation of this Agreement which could result in the event being canceled immediately and loss of all fees and deposits.
14. **LOSS OF RENTAL PRIVILEGES.** Cardholders 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.
15. **APPLICABILITY OF LAWS.** Cardholder will be in attendance at the Event at all times during the Event. Cardholder 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. Cardholder shall use the Facilities and conduct the Event in accordance with and in compliance with all federal, state and local laws and ordinances.
16. **FIREARMS & DEADLY WEAPONS.** Firearms or other deadly weapons are not permitted at any RCSC Facilities except those authorized to carry weapons as a member of law enforcement or security service. Anyone with a Concealed Weapons Permit is not permitted to enter or remain at RCSC Facilities with a firearm or other deadly weapons, including but not limited to guns, knives over four (4) inches in length, black jacks, or any weapons capable of inflicting injury or death.
17. **RELIGIOUS/POLITICAL.** Unless pre-approved by the Board, RCSC Facilities shall not be used for religious organizations, ceremonies or events or political campaigns, ceremonies or events except regularly scheduled meetings of Chartered Clubs members and their escorted guests only.

18. **ADDITIONAL PROVISIONS.** RCSC shall be entitled to pursue any and all legal and equitable remedies against the Cardholder for damages to RCSC property, including any damages. In the event that it shall be necessary for RCSC to retain legal counsel to enforce any provision of this Agreement against Cardholder 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 Cardholder. 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. Cardholder shall also be responsible for fines or penalties levied against RCSC as a result of Cardholder'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.

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

Cardholder's Signature

Date

RCSC Member Services Agent

Date