



Legacy Mesa HOA

RAMADA and COMMON AREA RENTAL CONTRACT

Please read and complete the following contract. It is your responsibility as the Lessee to understand all rental rules and guidelines outlined in this contract. Please contact Legacy Community Management with any questions.

Janet 480-225-0535; Althea 602-809-2212

LESSEE INFORMATION - PLEASE PRINT

NAME _____ Are you the: OWNER TENANT (circle one)

ADDRESS _____ PHONE _____

RENTAL INFORMATION

Date of Rental _____ Type of Function _____

Number of Guests _____ Time of Function _____
(Start time to End time)

**** Please Note: All Ramada & Common Area rentals must end by 11PM and vacate no later than midnight for clean-up purposes. ****

Will any of the following be used/served? Food Beer Wine Decorations
(Check all that apply)



RESERVATION AND DEPOSIT POLICY

To reserve the facility, the Lessee must submit the following at least 2 weeks prior to the event:

- * **Completed rental form**
- * **Certified Cashier's Check in the amount of:**
 - ◆ **\$5,000.00 refundable deposit to cover the HOA's insurance deductible**
 - ◆ **\$200.00 non-refundable deposit for general maintenance**
- * **Events reserved by communities will require proof of insurance. Please see Legacy Community Management for complete details.**

The certified cashier's check will be sent back to Lessee if area is restored to original condition, no violation of the rules has occurred and no complaints about the event have been received. Lessee's HOA account must be in good standing to rent facility.

DEPOSIT

Mail or drop off this completed form, along with the two Certified Cashier's checks 1) \$5000.00 and 2) \$200.00 for the deposits, made payable to:

**Legacy Mesa HOA
c/o Legacy Community Management
3233 E. Halifax Cir.
Mesa, AZ 85213**

CLEAN-UP PROCEDURES

Lessee understands the Rental Rules and Clean-up Responsibilities that are attached, and will have it completed no later than midnight on the day of the rental.



INDEMNIFICATION OF LEGACY MESA HOMEOWNER’S ASSOCIATION

Lessee shall indemnify and save the Legacy Mesa Homeowner Association, Legacy Mesa Homeowner Association Board and the Management Company of Legacy Mesa Homeowner’s Association (Legacy Community Management, LLC) harmless from and against any and all loss, damage, and liability occasioned by, growing out of, arising or resulting from any default on the part of Lessee here under, or any negligent act on the part of Lessee, his agents, contractors, invitees or guests, including reasonable attorney’s fees and expense.

ACKNOWLEDGEMENT OF CONTRACT

I have read and understand the Ramada and Common Area Rental Contract and agree to the terms.

Signature_____ Date_____

FOR OFFICE USE ONLY

Rental Contract

Date Received_____

\$5000.00 Certified Cashier’s Check

\$200.00 Certified Cashier’s Check

Deposit Payment

Date Paid_____

Deposit Returned Deposit Withheld

Date Returned_____

Reason Deposit was withheld_____

RENTAL RULES and Clean-up Responsibilities - Lessee should keep this copy of rules for reference

1. The Lessee must be a Legacy Mesa resident, 21 years of age or older and must be on the site during the entire rental function. Any function for those younger than 21 years old must have adult supervision (one adult for every 5 persons under 21 years old.) Lessees are not allowed to rent the facility and then not attend or supervise the function.
 2. If the Lessee is a Legacy Mesa tenant, they must have the owner complete the Tenant Rental Authorization Form.
 3. The Ramada and Common Area is the property of Legacy Mesa Homeowner's Association and should be treated as such. Only members in good standing (assessments and fines current) can make reservations.
 4. All Ramada and Common Area rentals must begin, including set up, no earlier than 6:00 AM and end by 11:00 PM the day of the function. LCM will open the gates 30-60 minutes before and after your event.
Please DO NOT give out gate codes to decorators, caterers, entertainment personnel, guests and invitees.
 5. Legacy Community Management and their agents have the right to be present or visit the Ramada and Common Areas during the rental to make sure all the rules and policies are being followed. If during their visit, the Management finds any rules and violations, they have the right to enforce rules and/or end the function with loss of fee and deposit.
 6. In compliance with the Maricopa County Noise Ordinance, all rentals are required to play any music in moderation so that it does not disturb area residents. If noise complaints are made, the Legacy Mesa Homeowner's Association reserve the right to terminate contract without refund of rental fee and deposit.
The Noise Ordinance is strictly enforced after 10:00 PM.
 7. If any alcoholic beverages are to be served at the rental, the Lessee assumes full responsibility for all individuals connected to the rental. The Lessee must obey all state alcohol regulations and is responsible for fines should those laws be violated. The Lessee assumes responsibility that no one under the age of 21 can be served or consume alcoholic beverages; no one who is intoxicated can be served alcoholic beverages; any intoxicated guest must not be permitted to drive home when leaving the function.
 8. The Lessee may not charge admittance to the event for the rental.
 9. Parking must be adjacent to park and may only be on one side of the street, so that cars may pass through.
 10. The Lessee must supply any additional tables, chairs, etc. that may be needed and are not on the premises.
 11. The Lessee is responsible to see that the Guard Shack and Bathroom are used with care and should periodically check on that area during the function.
 12. The Lessee should take care not to damage any landscaping in the Ramada and Common Areas.
 13. The Lessee is responsible for insuring that no non-athletic shoes be worn on the Tennis Court, and that no food or beverages are allowed on the Tennis Court.
 14. General Clean-up must be done immediately following the function: Ramada area hosed off, garbage taken out and hauled off, Ramada and Park area clean without any landscaping damage, and Guard Shack and Bathroom left clean and undamaged. Please make sure all cul-de-sacs adjacent to Park are cleaned up.
- **Any deviation or violation of the rental contract, including any damage to landscaping, Ramada area, Park area, Guard Shack and Bathroom area can result in deposit being withheld.****