# RIVER CANYON ESTATES HOMEOWNERS ASSOCIATION CLUBHOUSE USEPOLICY

**GENERAL USE POLICIES**

1. Clubhouse hours are 8:00 a.m. to 10:00 p.m. daily.
2. The Clubhouse is restricted to use by members, and their guests, or as authorized by the Board of Directors.
3. Pets, bicycles, and skateboards are not permitted within the confines of the Clubhouse adjacent patio, pool area or tennis court.
4. Reservations for use of the Clubhouse shall be made with the management company office.
5. Sanctioned Board of Directors meetings and events and Committee meetings are open to the members free of charge.
6. Office: The office in the Clubhouse may not be reserved by Members as it is reserved for use by the Board of Directors and Committees for meetings as well as maintaining records and materials used in the conduct of the business of the Association. Board and Committee members will have access to utilize the Office at any time without scheduling a reservation and will have access to utilization of the Office irrespective of other uses of the Clubhouse.
7. Pool area of the Clubhouse may not be scheduled for private parties. ABSOLUTELY NO FOOD OR GLASS CONTAINERS can be brought onto the pool deck.
8. Exercise Room and Pool: The exercise room a n d t h e s w i m m i n g p o o l a t the

Clubhouse may not be reserved for private events as it is open for use by all members during Clubhouse operating hours. The Exercise operating hours are 5:30 a.m. to 11:00 p.m. daily. FAILURE TO LEAVE THE BUILDING BY 11PM WILL CAUSE

ALARM ACTIVATION AND MAY RESULT IN LOSS OF “FOB” PRIVILEGES AS WELL AS ASSESSMENT OF FEES.

1. In order to be eligible to reserve the Clubhouse for private parties or events the member must be in “good standing”. Good standing is defined as: (i) current in payment of assessments and (ii) have no fines outstanding for architectural or other rules violations.

**PRIVATE PARTIES AT THE CLUBHOUSE**

1. **Clubhouse Use shall be as follows:**

 **CLUBHOUSE RENTAL DOES NOT INCLUDE POOL USE**

* 1. **River Canyon Estates Homeowners Association Members Private Use:**

Limit of five (5) events per member per calendar year per lot interest. All **renters** of homes in River Canyon Estates requesting use of Clubhouse must have the Clubhouse Use Application **co-signed by the Member** owning the property and pay the rental fee.

* + - Social events **hosted by a Member** or one of their immediate family who reside with them.
		- No for-profit organization use of facilities. Including but not limited to member owned business.
		- Events for a **charity** sponsored by a Member. The Member must be able to provide a copy of an IRS determination letter to the Association attesting to the official charitable status of the organization.
	1. **Association Meetings and Events:** Sanctioned by River Canyon Estates Homeowners Association Board of Directors and Committees.

1. **Rates for Use:** No lot owner is permitted to reserve the Clubhouse more than five (5) times per calendar year. The Board of Directors reserves the right to make exceptions to this policy upon the request by a Member. The usage fee will be divided between: (i) **all day events,** (ii) **daytime events** (8:00 a.m. to 3:00 p.m.) and (iii) **evening events** (4:00 p.m. to 10:00 pm). Any reservations for the clubhouse will be assessed a rental fee based on the below rates;

Member social event**:**

* + - $200 Security Deposit for all events.
		- All Day Event $100.00 usage fee
		- Half Day Event $50.00 usage fee
		- vent Insurance required
		- Full use of all main room and lobby area amenities including: kitchen, bar, refrigerator, fireplace and south patio

**3. Official Association Meetings and Events:**

* + - No Usage Fee
		- No Security Deposit
		- No application process

**4. Reservations**: With the exception of wedding receptions, **no event may be reserved more than six months prior to the date of the event.**

**The following additional charges may apply to any event:**

* + - Compensation for damage to or loss of Association Property. If damage to property or equipment is noted after the event, the cost of repairs to the property or equipment will be the responsibility of the Member and will be deducted from the security deposit. If the damages exceed the amount of the security deposit the Member will be billed for the additional costs of repair or replacement.
		- Cancellation of a reservation for an event with less than 7 days’ notice will result in a cancellation fee equal to the Usage Fee for the event.
		- Failure of Member to attend entire function for non-resident family event will result in forfeiture of security deposit.
		- Members are to retain possession of their key fobs at all times. Key fobs may not be given to a non-member to use the clubhouse. Failure to comply could result in loss of security deposit.
		- Security deposit could be forfeited if extra cleaning is needed after your event.

1. **Application Process**
	1. **RESERVATIONS** for the Clubhouse are confirmed when a Clubhouse Use

Application, Security Deposit, Proof of Insurance and Usage fee have been received. These items must be submitted at least two weeks in advance of the event. Your reservation **is not guaranteed until the management office has received your: (i) Application, (ii) Security Deposit (iii) Usage fee and (iiii) Proof of Insurance.**

* 1. **TOTAL ATTENDANCE IS LIMITED TO 110** people where both the inside and outside areas of the Clubhouse are utilized. Events taking place solely inside the Clubhouse are limited to **85** people.
	2. If alcohol is being **served**, it is necessary to complete an Indemnification Agreement and the member assumes responsibility and liability for any damages or injuries that may be the result of serving alcohol to invited or uninvited guests. A copy of the Indemnification Agreement must be submitted to the management company at least seven days prior to event.
	3. For any **PRE-PARTY PLANNING** contact the management office. The Member must obtain authorized access by coordinating the inspection with the management company office.
	4. Any arrangements for rental deliveries, kitchen equipment, opening times, staffing, etc.

must be coordinated with management company office.

1. **During and following the event**
	1. The Member hosting the event **MUST BE IN ATTENDANCE** during **THE ENTIRE FUNCTION**. If the Member is not in attendance during the entire function, the full Security Deposit will be forfeited.
	2. The Member hosting the event will be responsible for the **CONDUCT OF ALL PARTICIPANTS** and must take positive steps to prevent unseemly conduct, or intoxicated behavior.
	3. **TOTAL HOURS** of the function will be determined by the scheduled start time through the time of lock-up.
	4. All **EVENTS** must **CONCLUDE** no later than 10:00 p.m. Clean up and placing trash in receptacles must be completed by 10:30 p.m.
	5. Trash cans must be emptied into the trash container located near the storage shed at the conclusion of the event
	6. Indoors **MUSIC** must conclude at 10:00 PM. Outdoor music must conclude at 8:00 PM and may not be amplified (except for processional music at weddings). Host/hostess must respond to request by management or security personnel in charge if it is their judgment that the music is excessively loud.
	7. All guest Vehicles must be parked in the **CLUBHOUSE PARKING LOT** or on Hollygrape Street or adjacent streets. **In no event is parking allowed on Foxglove Loop.**

* 1. All **RENTAL EQUIPMENT AND FURNITURE MUST BE PICKED UP** by 8:00 AM of the day following the event. Rental furniture or equipment must be stored on the South Patio after the event is concluded.
	2. The Member hosting the event takes full responsibility for any **DAMAGED OR MISSING ITEMS** in the Clubhouse, its surrounding outdoor area, and its furnishings and equipment.
	3. At wedding receptions, birdseed (not rice) may be thrown, but only outdoors. **CONFETTI** (i.e. glitter, paper, etc.) **IS NOT ALLOWED. No decorations can be stapled to the wood work inside the clubhouse.** The member is responsible for all clean up.
	4. Events shall not threaten the **HEALTH OR SAFETY** of River Canyon Estates residents or property.
	5. The Clubhouse is to be **LEFT IN THE CONDITION IT WAS** when you arrived. Kitchen should be clean, trash picked up, all rentals broken down and ready for pick up by the rental company. Extra charges will be applied if additional cleanup is required.
	6. River Canyon Estates Homeowners Association is **NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS** belonging to the Member, guests or vendors. Please advise guests and service providers.

* 1. **Returned Checks**: In the event that a check is returned for not-sufficient- funds or any other reason a return check fee of $50.00 will be assessed to the Member as a “return check” fee.

* 1. **Activation of Key Fobs**: Members/renters are responsible to make sure their key is activated before the close of business as specified. NO Exceptions.

Keys will be activated the day of your event. It is the member’s responsibility to insure the key fob is working. Management office hours are 9am to 4pm Monday thru Thursday for key activations and Fridays from 9am to 2pm.

Holiday and weekend activations will occur the last business day prior. The member must check the key before the management office closes to insure all keys work. If the member fails to verify key activation it could result in forfeiting the reservation.

**River Canyon Estates – Clubhouse Use Policy**

**June 2022**

# River Canyon Estates Homeowners’ Association Clubhouse Reservation--Event Waiver

INFORMATION REGARDING HOMEOWNER/RESIDENT REQUESTING USE OF THE

RIVER CANYON ESTATES FACILITIES FOR ANY EVENT OR ACTIVITY (“HOST’) [The

host must be an owner of a home/unit or a resident of River Canyon Estates Homeowners’ Association.

Owner’s Name

Association Address

Cell Phone

Home Phone

Resident’s Name

Association Address

Cell Phone

Home Phone

Key Fob Number

INFORMATION REGARDING THE PROPOSEDHOST’S

EVENT OR

ACTIVITY

|  |  |
| --- | --- |
| Date  | Time of Event or Activity (starting/ending) – Four (4) hour time limit per event, per homeowner  |
| Description of Event  |

Number of Guests at Event/Activity: (Total Attendance for Indoor Capacity = 85 | Total attendance is 110 where both the inside and outside areas of the Clubhouse are utilized).

**PLEASE NOTE THAT EVENTS AT THE CLUBHOUSE DO NOT INCLUDE POOL USAGE**

**Owner/Resident Acknowledges That Pool Usage is Not Permissible with Clubhouse Rental: \_\_\_(initial)**

**Mailing Address for checks and forms:**

**Please mail 2 separate checks: one for fee, one for deposit**

**River Canyon Estates HOA, 70 SW Century Dr., #100-372 Bend OR 97702**

**Fee Schedule**

8:00 AM – 10:00 PM $100.00 Usage Fee

All Day Event

8:00 AM – 3:00 PM $50.00 Usage Fee

Day Event

4:00 PM – 10:00 PM $50.00 Usage Fee

Evening Event

**Security Deposit of $200.00 required for all events.**

**CLUBHOUSE RENTAL GUESTS MAY NOT USE POOL**

River Canyon Estates – Clubhouse Use Policy

November 2021

**Will alcohol be served at this event/activity**

 Yes Please complete an Indemnification Agreement and submit to the management office at least seven (7) days prior to the event.

  No Alcohol will not be served

**RELEASE OF LIABILITY AND INDEMNIFICATION**:

The Host shall, at his/her sole cost and expense, indemnify, hold harmless and defend the Association, its officers, directors, members, managing agent and other agents, from any and all claims, demands, legal actions or proceedings (including, but not limited to, claims, damages, losses, suits, litigation, disputes, liability of any kind or nature whatsoever arising out of, or resulting from the alleged acts or omissions of the Association, its officers, directors, managing agent and other agents) asserted by any persons, for damages, costs, expenses, and attorneys’ fees incurred by the Association, its officers, directors, managing agent and other agents, which arise out of, directly or indirectly, the Host’s Event or Activity.

Defense of any and all claims or legal actions that may be commended against the Association, its officers, directors, managing agents and other agents, shall be by counsel acceptable to the Association. The Host shall pay any and all settlements entered into an shall satisfy any judgments that may be rendered against the Association, its officers, directors, managing agents and other agents, as a result of, either directly, or indirectly, the Host’s Event or Activity and/or as a result of the alleged acts or omissions of the Association, its officers, directors, managing agent, or other agents, in connection with the Host’s Event or Activity.

**ALCOHOL:**

All functions must adhere to the size limitation of the party and any alcohol restrictions set forth in this

reservation policies. Any violation of any requirements set forth in the terms of this reservation policy may result in the closure of the event, forfeiture of the deposit, fins and/or suspension of membership rights. Before the Board decides to retain a deposit, impose a fine and/or suspend membership rights, the member will be given notice and called to a Due Process Hearing to be given an opportunity to be heard in front of the Board.

In the event alcohol is present at a function where alcohol was not specified in this reservation, the function will be subject to immediate closure (regardless of whether the Host supplied the alcohol or not).

It is the Host’s sole responsibility to (1) obtain the requisite covering events where alcohol will be served or is present and (2) inform his/her own insurance carrier that alcohol will be present or served at the Event.

**I have read and agree to abide by the policies as outlined.**

**Signed by Member and Date**