

Facility Rental Term and Conditions

1. General Terms

A. Use of Premises

The undersigned applicant (the "Event Host") hereby agrees to reserve/rent from J Club, LLC (the "J Club"), the J Club Facilities as described herein (the "Facilities"). The J Club agrees to grant to the Event Host limited use of only the Facilities reserved/rented. The Event Host is entitled to the limited use of only the Facilities reserved/rented. Unless otherwise agreed to in writing by the Manager, the Facilities reserved/rented shall be available for use by the Event Host only during the reservation time. **Rental hours must include set-up and clean-up within reservation time.** The use of the Facilities reserved/rented must be in accordance with the Facility Rental Agreement and all documents or policies governing J Club's operation.

B. Condition of Use

Use of the Facilities without prior notice to and approval by the J Club is prohibited. Requests for Facility reservations must be directed to the J Club at least 30 days prior to the date of the event. The Manager will establish a schedule of use. Priority will be given to J Club and Jasper Community Association events or gatherings.

C. Rental Conditions

- (1) Subject to scheduling by the Manager, reserving the Facilities is done on a first-come basis.
- (2) Facility usage is based on the current hours/dates listed below:
Wednesday- Sunday (9:00 AM- 8:00PM) (can extend to 10:00 PM if staff is available)***

Holiday Policy: On a limited number of Federal Holidays and Observances, J Club does not accept reservations.
- (3) The lap pool, fitness center and lounge areas of the Facilities are not available for private party reservation/rental.
- (4) The Event Host making the reservation must be part of the group attending the event and must be present during the entire period of the event.
- (5) The Reserved/Rented Facilities may NOT be used for the following:
 - a. sale of products or services;
 - b. individual political presentations; or
 - c. religious purposes.
- (6) Advertising of any private event in the Facilities is not permitted.
- (7) Event clean-up must conclude by the end of the reservation time period and all guests must vacate the space no later than the reservation time period. All set-up and clean-up of the space are the responsibility of the renter. Please note that throughout the year specific holiday decorations may appear in various areas of the J Club's exterior and interior. These decorations are the property of the J Club or its partners and may not be removed from their location.
- (8) Rentals must be coordinated and paid for by Event Host and approved by the Manager at least 10 days in advance of the event. All rentals must vacate the premises within 24 hours of the event. Arrangements of rental storage needs to be established prior to end of event.

- (9) All persons using the Facilities must be appropriately attired as determined by the Manager.
- (10) Use of the Reserved/Rented Facilities shall be for lawful purposes. The Event Host shall be solely responsible for ensuring that all required permits and other approvals are obtained and all laws are complied with in connection with the event. Any violation of this rule may subject the Event Host to enforcement actions by the J Club, including loss of the Event Host's Facilities usage privileges.
- (11) The Event Host must ensure that non-resident guests attending the event use designated parking areas, and that parking by the guests does not block streets or access to homes.
- (12) Loud music, instruments and other appliances or equipment must not be operated in a manner as to constitute a disturbance to other persons using the Facilities.
- (13) The event host is able to choose from music channel and stream available and licensed through SoundMachine specifically for J Club and designated to zone associated with room rental.
- (14) Should the host want to curate their own music station, channel or playlist, they will be required to secure the proper usage rights from a performing rights organization (PRO) before playing copyrighted music for their audiences. Proof would need to be provided to J Club no less than 10 days prior to event date.
- (15) Any and all decorations must be reviewed and approved by the Manager. All event decorations must be self-standing or able to be affixed by tying. Nothing may be attached to the ceiling, lights or any of the fixtures. No nails, tacks, staples or adhesives are to be used on the Facilities walls or trim. No glitter may be used. The Event Host must ensure that all decorations used in connection with the event are taken down at the conclusion of the event.
- (16) Smoking within the Facilities is prohibited. No firearms are allowed within the Facilities. This includes the use of e-cigarettes, marijuana products, chewing tobacco and hookahs. There are no exceptions in the exterior or the interior of the Facilities.
- (17) No article or item of a dangerous, flammable or explosive nature that might increase the danger of fire on the Facilities or that might be considered hazardous shall be used in the Facilities, including the use of fireworks or other pyrotechnic exhibitions.

D. Food and Beverage

No outside food (with the exception of a birthday, wedding or other approved dessert) or beverages are allowed without prior approval of J Club. All events with 10 or more attendees where food is served must be catered for by J Club's designated caterer and planned for in advance.

Be advised, \$25 is the minimum cost per headcount for all catering. For events where anticipated guest size is 150 individuals or above, \$5,000 is the preset catering minimum.

Food and beverage deposit is due upon booking catering with 50% of the remaining balance due 30 days out from event date and remainder due the week of. The deposit is non-refundable for catering. Additional details can be found in contract with Superb Food Company.

E. Alcoholic Beverages

The service or consumption of alcoholic beverages at any event must have prior written approval of J Club. Requests for the service or consumption of alcoholic beverages will be handled on a case-by-case basis and require at least 45 days' notice to J Club prior to the event date. If approved by J Club, all beer, wine

and liquor served or consumed at an event must be purchased from J Club or J Club's designated caterer. In addition, prior to the event, the Event Host must sign a hold harmless agreement indemnifying the J Club and its related parties for any damages and injuries incurred by or caused by guests at the event and the service or consumption of alcoholic beverages at the event. The Event Host shall be required to obtain liability insurance acceptable to the J Club listing the J Club as an additional insured in relation to the service or consumption of alcoholic beverages at the event. The Event Host hosting any event in the Facilities at which alcoholic beverages are served or consumed assumes sole responsibility for any liability that may arise in connection with the service or consumption of alcoholic beverages at such event, with or without the knowledge of the Event Host. An additional deposit may be required for any event where alcoholic beverages will be served or consumed. The Event Host will be required to hire outside security if determined by the Manager to be appropriate. All Event Hosts are responsible for their actions and for the actions of their guests and event participants. Transportation must be provided by the Event Host for anyone determined to be too intoxicated to drive a vehicle.

F. Payment/Deposit

Event Hosts holding private events are required to pay fees in accordance with the then current schedule of fees and deposits as established by J Club. Subject to the J Club's right to deduct from the deposit any amounts used to correct any violations by the Event Host of the terms of the Facility Rental Agreement, including without limitation, to repair any damages to the facilities arising from the event and clean-up charges, refundable deposits will be returned within three to five business days following a facility inspection and approval of the inspection report by the Manager. J Club reserves the right to charge and invoice the Event Host for damage and loss over and above any applicable deposit.

G. Cancellation

Event Hosts understands that event reservation of space is not subject to weather. Cancellation must take place no less than 30 days prior to event date for full refund. Cancellation between 29- 10 days prior to event date enables Event Host to recover the security deposit. A cancellation 9 days or less prior to the event date will cause the Event Host to forfeit all fees and the security deposit.

2. Facility Rental Code of Conduct

- (A) Event Hosts and guests must conduct themselves as not to jeopardize or interfere with the rights and privileges of other Facility users
- (B) Event Hosts are responsible for their conduct and for the conduct of guests or any other persons attending the event.
- (C) All persons attending the event will refrain from loud, profane, indecent or abusive language.
- (D) The Event Host and the persons attending the event must not harass or accost any other Member, guest or any J Club employee.
- (E) The Event Host and the persons attending the event must not compromise the safety of others by their actions.
- (F) There shall be no physical or verbal abuse or threats directed at a Member, guest or any J Club employee prior to, during or after the event.
- (G) The Event Host will be held responsible for any damage to J Club Facilities caused by any person attending the event.
- (H) The Event Host and the persons attending the event shall not reprimand any J Club employee. Comments and complaints are to be directed only by the Event Host to the Manager. The complaints shall be submitted in writing and shall be signed by the Event Host.
- (I) The Event Host and the persons attending the event shall obey all safety rules and shall cease and desist from unsafe activity.
- (J) The Event Host and all persons attending the event are prohibited from profiting financially from their use of the Facilities. No tickets may be sold, or admission charged for attending

- the event, and the Event Host shall not charge guests for alcohol served.
- (K) Proper dress is required for the Event Host and all persons attending the event.
- (L) No pets are permitted in the J Club Facilities except for assistive purposes as provided for by federal or state law.

3. Event Host Waiver of Liability, Indemnification and Release

I understand that the J Club provides the Facilities for recreational and social activities at the users' sole risk. I understand J Club provides the facility and it is the responsibility of the Event Host to secure rentals such as tables and chairs. I plan on hosting an event in the Facilities as set forth above in this Facility Rental Agreement (the "Event").

I agree that I will conduct the Event in the Facilities in a safe and healthful manner. Participation by J Club Members, guests and any other persons in the Event is purely voluntary. I acknowledge that the J Club is not sponsoring and is not otherwise involved in the advertising or carrying out of the Event. I further acknowledge that the Event and the participation in the Event may involve some personal or physical risk to persons attending the Event.

In consideration of the J Club allowing the Event Host to use the Clubhouse facilities for the Event, I, on behalf of myself and my agents, representatives, successors, heirs and assigns, hereby:

(i) release and covenant not to sue or to cause others to sue the J Club and its directors, officers, managers, members, partners, counsel, affiliates, agents, representatives, successors, heirs and assigns (together, the "Releasees"), or any one or more of them, and

(ii) indemnify and agree to defend and hold the Releasees, or any one or more of them, harmless from and against, in each case, any and all claims, actions, causes of action, suits, sums of money, accounts, covenants, contracts, agreements, representations, warranties, damages, injuries, disabilities, death, liabilities and demands whatsoever, in law, equity, arbitration, administrative proceeding or otherwise, whether known or unknown, contingent or fixed, liquidated or unliquidated, which I or any person or entity, individually, collectively or otherwise ever had, now have or hereafter may have for, upon or by reason of any act, omission, transaction, matter, cause, commission, or thing, arising out of, in connection with or relating to the Event, including without limitation, the service or consumption of alcoholic beverages at the Event.

I acknowledge that alcoholic beverages ____ will be served or consumed at the Event ____ will not be served or consumed at the Event [*Event Host to select one*].

If alcoholic beverages will be served or consumed at the Event, I agree to provide to the J Club prior to the date ten (10) days before the date of the Event proof of liability insurance acceptable to the J Club listing the J Club as an additional insured. Failure to provide proof of insurance by such date will result in cancellation of the Event and in my forfeiting of my deposit ____ [*Event Host Initials*].

I agree that if alcoholic beverages will be served or consumed at the Event, I will sign and deliver to the J Club a hold harmless agreement in the form provided by the J Club and to abide by the provisions thereof ____ [*Event Host Initials*].

By signing this Event Host Waiver of Liability, Indemnification and Release, I acknowledge that I have read this Event Host Waiver of Liability, Indemnification and Release and agree to be bound by abide by these policies, rules and regulations.

I understand and agree that this Event Host Waiver of Liability, Indemnification and Release shall remain in effect after my use of the Facilities.

I expressly agree that the foregoing Event Host Waiver of Liability, Indemnification and Release is governed by the law of the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona

law, and that in the event any portion of this Event Host Waiver of Liability, Indemnification and Release is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Event Host Waiver of Liability, Indemnification and Release shall not be affected or impaired in any way and shall continue in full legal force and effect.

I acknowledge that this Event Host Waiver of Liability, Indemnification and Release is a contract and agree that if a lawsuit is filed against the J Club or its owners, agents, employees for any injury or damage in breach of this contract, and the J Club is the prevailing party, I will pay all attorney's fees and costs incurred by J Club in defending such an action pursuant to A.R.S. § 12.341.01.

I agree to indemnify and hold harmless the J Club from and against all costs, expenses and reasonable attorneys' fees incurred by the J Club in enforcing the terms of this Event Host Waiver of Liability, Indemnification and Release.

I acknowledge that I have read this Event Host Waiver of Liability, Indemnification and Release, and the Facilities Rental Agreement and agree to be bound by the provisions thereof.

EVENT HOST:

By: _____

Name: _____

Date: _____, 20____

J CLUB ACCEPTANCE:

Accepted by J Club this ____day of _____, 20__.

By: _____

Name: _____

Its: _____

**Schedule of Fees and Deposits
Facility Rental Agreement**

Space Type	Location	Maximum Occupancy	Fee(s)**	Deposit(s)	Equipment- note these are not guaranteed but cannot be relocated from Space by event host
Outdoor/Pool	Main Pool	141	\$ _200 per hour 2- hour minimum	\$ _250____ refundable	70 Lounge Chairs 1 Fire pit (until 8pm) 25 Tables 31 Couches 34 Chairs 17 umbrellas
Outdoor	Grand Lawn	300	\$ _75____per hour 2- hour minimum (Open grass area and would require rentals)	\$ _250____ refundable	
Outdoor	Wilkinson Courtyard	100	\$ _50____per hour 2- hour minimum (Open grass area and would require rentals)	\$ _250____ refundable	
Indoor	Game Room/loft	39	\$ _150 per hour 2-hour minimum	\$ _250____ refundable	1 couch 8 chairs 2 high rise tables

					8 high rise chairs
					1 shuffle board table
					1 pool table
					4 balcony chairs
					2 TVs
					1 large Table
					3 small tables
					Sound System

Additional Fees:

- **Rental Coordination: \$200
- ***Staffing fee (past 8:00 PM if staff is available): \$20an hour
- Microphone and speaker: \$30
- Mandatory food and Beverage Cleaning: \$150 (covers up to an hour of cleaning)
- To shut down the clubhouse for events executed in the Wilkinson courtyard or Grand lawn: \$150 (per hour) to prohibit non- guests from entering event area