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## **GLENBROOK & GCTA HOMEOWNERS' ASSOCIATION**

### **Policy for Rental of Glenbrook Homeowners' Association ("GHOA") & Glenbrook Cottage & Townhome Common Areas**

#### **1. Locations**

There are three (3) locations within the "Common Areas" owned by GHOA that are available to rent for events ("Event") in accordance with this policy. They are:

- Yerington Park, 171 Yerington Circle
- The Ball Park, 2011 Pray Meadow Road
- China Garden Beach (Lawn and Beach), West of Slaughterhouse Creek Road

Except for these three (3) locations, no Event may be held in other areas of GHOA's Common Areas.

There are three (3) locations within the "Common Areas" owned by GCTA that are available to rent for events ("Event") in accordance with this policy. They are:

- Town Center/Cottage Green
- Engine House Common Grass
- China Garden Common Grass

Except for these three (3) locations, no Event may be held in other areas of GCTA's Common Areas.

#### **2. Restrictions and Limitations on Use**

- No location can be rented for (5) five days on either side of July 4<sup>th</sup>, including July 4<sup>th</sup>.
- No location can be rented for three (3) days on either side of Labor Day, including Labor Day.
- Rentals during July and August are limited to one (1) rental per month per Member at each of the six (6) locations.

- Rentals are subject to approval by GHOA or GCTA and the execution of the Common Area Rental Agreement (the “Rental Agreement”) by GHOA or GCTA and the renter (“Renter”) in accordance with this Policy.

### 3. Non-Exclusive Use of Rental Locations

These six (6) locations will remain open and available to eligible users of GHOA and GCTA’s Common Area before, during or after all approved Events. Specifically, for the China Garden Beach and Yerington Park locations, access to the beach, playground equipment and walking paths must be maintained. The Ball Park can be rented in its entirety except for a small trail-access along the western edge of the park by the Glenbrook Cemetery.

### 4. Eligibility to Rent

GHOA/GCTA Membership - The “Owner(s) of Record” according to GHOA/GCTA’s records (“Member” or “GHOA/GCTA Member”). For the purposes of this Policy, this includes the Member’s immediate family, defined to mean parents, spouse and children, or as otherwise provided by law. Lessees, servants, employees, guests, tenants, invitees and other family members (except as otherwise provided by law) are not eligible to rent any of these six (6) locations for an Event. Irrespective of who rents the location, the Member remains liable for any damages.

Non-GHOA/GCTA Property Owners – The owner(s) of record of non-GHOA properties who are entitled to use GHOA/GCTA’s Common Elements (as defined in GHOA/GCTA’s CC&R’s). Only the owner of record may rent one (1) of these locations for an Event.

### 5. Event Contact Person

The Renter is the designated contact person for the Event and is responsible for compliance with the terms and condition of the Rental Agreement approved by GHOA/GCTA. The Renter agrees to the following:

- being present at the Event from beginning to end
- being responsible for the behavior of attendees
- take financial responsibility for damages and property loss
- obtain liability insurance for the Event, and
- make attendees aware of GHOA/GCTA’s rental and parking policies

### 6. Events that Require a Rental Agreement

Any Event that uses an outside vendor to provide services and/or equipment for the Event (*e.g.*, food, beverages, inflatable structures, etc.), regardless of the number of attendees; or

Any Event where the number of attendees exceeds twenty-five (25) persons regardless of whether or not a vendor is used.

Impromptu or informal gatherings of less than twenty-five (25) attendees that do not involve use of a vendor (*e.g.*, a family picnic) do not require a Rental Agreement.

#### 7. Reservations and Priority for GHOA/GCTA Members

Reservations for an Event may be made by completing a Reservation Form, which is available from GHOA's website or the GHOA Office.

GHOA/GCTA Members, as defined in this Policy, have priority for renting any of these six (6) locations. The exclusive application period for GHOA/GCTA Members opens on July 1 of the year preceding the Event and concludes on January 1 of the year in which the Event is to occur. Eligible non-GHOA/GCTA property owners may apply for a rental location after January 1 of the year in which the Event is to occur.

#### 8. Event Fees

- Small Event (1 to 25 participants when a vendor is used): \$100 for GHOA Members and \$150 for eligible non-GHOA Property Owners.
- Medium Event (26 to 50 participants): \$300 for GHOA Members and \$400 for eligible non-GHOA Property Owners.
- Large Event (51 to 100 participants): \$500 for GHOA Members and \$600 for eligible non-GHOA Property Owners.
- The maximum number of participants allowed at any Event is 100.
- A cleaning and damage deposit fee of \$500.00 is required.

#### 9. Rental Times

- Events are limited to a four (4) hour duration, excluding set-up and take-down.
- Events must conclude no later than thirty (30) minutes after sunset with all guests and vendors having departed the location at that time.
- Set-up must occur the day of the event, starting no earlier than 9:00 a.m.

- Event sites will be cleared of all equipment, trash and debris immediately following the event or no later than 11:00 a.m. on the day following evening events. Trash and debris will be disposed of outside of Glenbrook.

#### 10. Additional Conditions

- Special Event Liability Insurance for the type of Event is required from the Renter. This insurance must be submitted to the GHOA Office no later than thirty (30) days before the Event. Failure to submit such insurance will result in cancellation of the Event and forfeiture of the rental fee.
- No motorized vehicles are allowed on the location's grass or beach areas. Parking plans for groups over fifty (50) are required and must be submitted for GHOA approval no later than thirty (30) days before the Event. Due to the limited parking in Glenbrook, the Renter may be required to use shuttle services and/or valet parking services from locations outside of Glenbrook.
- Use of amplified sound must be approved by GHOA. The Renter must submit a description of the nature, volume and duration of the proposed amplified sound no later than thirty (30) days before the Event.
- Set-up plans (chairs, tables, food, tents, inflatables, etc.) must be provided to the GHOA Office no later than thirty (30) days before the Event.
- A list of the names of vendors and guests must be provided to the GHOA Office no later than seven (7) days before the Event.
- The Renter is responsible to obtain any necessary permits required by Douglas County, TRPA, Tahoe Douglas Fire District or any other regulatory body that oversees the Event location. Such permits are defined in the Rental Agreement.

#### 11. Alcohol

The Renter and/or their vendors are responsible for complying with Nevada law in the service of alcohol. Alcohol may not, under any circumstance, be served to minors.

#### 12. Fire Products/Smoking

Due to the high risk of fire in Glenbrook, open fires, fireworks, sparklers, confetti poppers, and other flammable objects are not permitted at Events. Smoking is prohibited at all Events.

### 13. Security

GHOA staff officers will conduct routine patrols of event areas. If GHOA staff officers determine that attendees are a nuisance to nearby residents, GHOA staff officers reserve the right to stop the Event and escort participants off of the location. This may include involvement of Douglas County Sherriff officials, if necessary. Intervention by GHOA staff officers may result in the forfeiture of the cleaning and damage deposit.