

GLENBROOK HOMEOWNERS' ASSOCIATION

COMMON AREA RENTAL AGREEMENT

This Common Area Rental Agreement (the "Agreement") is entered into between the Glenbrook Homeowners' Association ("GHOA") and the undersigned renter (the "Renter"), effective as of the date this Agreement has been executed by GHOA.

RECITALS

- A. GHOA owns and maintains the "Common Elements" as more particularly described in the Second Restated Declaration of Covenants, Conditions & Restrictions, as may be amended from time to time ("GHOA CC&Rs").
- B. GHOA's "Common Elements" include certain "Common Areas" and GHOA's Board of Directors has determined that there are three (3) locations within the "Common Areas" that are available for rent for events approved by GHOA, subject to the terms and conditions of this Agreement.
- C. GHOA has adopted a policy for rental of GHOA's "Common Areas" (the "Rental Policy"), which may be revised from time to time.
- D. A true and correct copy of the current version of the Rental Policy is attached hereto as Exhibit "A" and incorporated herein by reference.

AGREEMENT

The foregoing Recitals are incorporated herein by reference as though fully set forth herein.

In consideration of the right to rent one of GHOA's three (3) rental locations, as described in the Rental Policy (Exhibit "A" hereto), for an event approved by GHOA, the Renter agrees as follows:

1. To comply with the terms and conditions of the current version of the Rental Policy.
2. To pay (a) a cleaning and damage deposit fee and (b) a separate non-refundable event fee (the amounts of which are set forth in the current version of the Rental Policy). The checks for these fees must be separate, each made payable to the Glenbrook Homeowners' Association, and submitted to GHOA management along with the application to reserve a location for an event. Reservations for an event are not confirmed until these payments are received.

3. To provide GHOA with a “Special Event Liability Insurance” policy for the type of event approved by GHOA that names GHOA as an “additional named insured”, except as otherwise provided by the Rental Policy. Renter further agrees to provide evidence of insurance for each vendor providing service for the approved event. Renter shall submit these proofs of insurances to GHOA no later than thirty (30) days prior to the date of the approved event. Failure to do so will result in the cancellation of the event and forfeiture of the event fee.
4. To indemnify, defend, and hold harmless GHOA and its Members from any and all damages of any kind or nature, including claims for bodily injury or property damage, without regard to the location of the claimed property damage or bodily injury, arising out of or in any way connected with the event that is the subject of this Agreement, whether caused or claimed to be caused by the Renter, its agents, vendors, guests or invitees. This indemnification obligation shall be construed in the broadest sense possible under Nevada law and include the duty to defend GHOA and its Members in connection with any legal proceeding covered by this paragraph and any judgment against GHOA and its Members. Any property damage to the location of the event, or other property within Glenbrook arising from the event, may result in the loss of the event fee, which is not a limitation on the Renter’s indemnity obligation under this Agreement. In the event of such property damage, the Renter has no right to repair at their own expense without the prior written approval of GHOA.
5. While GHOA’s staff officers will conduct routine patrols during the event, Renter agrees that GHOA and its staff officers shall have no general duty to supervise the event, including the conduct of the event guests or vendors; provided, however, that if the event becomes a nuisance to nearby neighbors, GHOA’s staff officers shall retain the right to stop the event and escort the participant(s) from the event and/or call upon Douglas County Sherriff personnel for assistance.
6. Approval of the event covered by this Agreement does not confer a right to or permission for vendors or guests to use other areas within Glenbrook beyond the event location, including, but not limited to, the beachfront along Glenbrook Bay, the forest and meadows and hiking trails. In the event they do so, they do at their own risk.
7. In the event that any dispute arises between GHOA and the Renter under this Agreement, the parties hereto each agree that such dispute shall be submitted to binding arbitration with the American Arbitration Association and the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and expenses.

RENTER: _____

Print Name (If not an individual, name of authorized representative of GHOA
Member or non-GHOA Property Owner)

Glenbrook Property Address: _____

Signature: _____

Date: _____

GHOA: _____

(Name and Signature of authorized representative)

Date: _____

Revision Date: 11/14/2024

Adoption Dates:
GHOA 11/14/2024
GCTA 10/29/2024

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 4th, including July 4th.
- 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.



Glenbrook

HOMEOWNER'S ASSOCIATION
P.O. Box 447, 238 Old Hwy 50, Glenbrook, NV 89413

APPLICATION DATE

COMMON AREA USE APPLICATION

Owner Name:_____ GB Address:_____

Tel. #_____ Email:_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

Relationship to Glenbrook Owner:

☐ Owner of Record ☐ Owner's Spouse ☐ Owner's Parent ☐ Owner's Child

Date of Event:_____ Type of Event:_____

(e.g., birthday, wedding, reception, etc.)

Estimated Number of Guests:_____

GHOA/GCTA Location Requested:

GHOA Common Areas:

- ☐ The Ball Park
- ☐ Yerington Park
- ☐ China Garden Lawn & Beach Area

GCTA Common Areas:

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

Start Time:_____ End Time:_____

Set-Up Start:_____ Clean-up End:_____ Total # of Hours:_____

Will alcohol be served? ☐ Yes ☐ No Will Amplified Sound be used? ☐ Yes ☐ No
Will and Event Planner be Used? ☐ Yes ☐ No Will an outside vendor be utilized? ☐ Yes ☐ No

If yes, what services will be provided:

- ☐ Catering ☐ Table/Chair Set-up ☐ Florist ☐ Music/DJ/ Sound Systems
- ☐ Bar Tender ☐ Parking/Transportation ☐ Photographer ☐ Inflatables/Play Equipment
- ☐ Sanitation Services (portable bathrooms/washstands) ☐ Entertainer (e.g., facepainting, magician, etc.)
- ☐ Other _____

*****Internal Use Only*****

<u>Security Deposit & Rental Fee</u>	<u>Inspected After Use</u>
Date Received: _____	Date _____ Sig. _____
Rental Fee Check #: _____	Damage Reported: _____
Security Deposit Check #: _____	Damage Fee Amount: _____
Received By: _____	<u>Security Deposit:</u> <input type="checkbox"/> Returned <input type="checkbox"/> Destroyed
Special Event Insurance Policy:	
Insurance Policy Received: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Vendor(s) Policy Received: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date _____ Sig. _____
Parking Plan/Shuttle Service Plan Received: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Parking Plan/Shuttle Plan Reviewed w/ Patrol:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Set-up Plan Received: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Set-up Plan Allow for Resident Access: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Amplified Sound Plan Received: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Sound Plan within Guidelines:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
List of Guests/Vendors Received: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Event Planner Contact Info: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Variance requests: Rental Applications that do not meet policy outlines must be approved by the GHOA/GCTA Board, as appropriate to location being requested.

Board Member(s) _____ Date _____

_____ Date _____

Conditions of Approval/Comments _____
