

RIVERTOWN PARK MASTER ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

The Rivertown Park Community Clubhouse may be rented by eligible residents for meetings, social gatherings, and other approved private events. The Clubhouse is furnished and equipped with restrooms, a full kitchen, television, Wi-Fi, folding tables, and chairs.

MAXIMUM OCCUPANCY: 50 PERSONS

Resident / Renter Name:			
Rivertown Park Address:			
HOA Name			
Telephone / Mobile:			
Email:			
Nature of Event:			
Rental Period Requested:			
Start Time:		End Time:	
Food / Beverage Present?	☐ Yes ☐ No	Caterer Present?	☐ Yes ☐ No
Alcohol on Property?	☐ Yes ☐ No	* Liability insurance required if Yes.	

1. Rental Fees and Reservation

\$425 All Day (8:00 AM-10:00 PM) | \$275 Half Day (8:00 AM-2:00 PM or 4:00 PM-10:00 PM) | \$150 Security Deposit

PAYMENT / RESERVATION: The room is NOT held until payment is received. Mail checks payable to Rivertown HOA to P.O. Box 1526, Holland, MI 49422, or arrange ACH payment through Cabage Financials at 616.251.1515.

Rental fees and the security deposit are due at the time of application. THE CLUBHOUSE WILL NOT BE HELD OR RESERVED UNTIL PAYMENT HAS BEEN RECEIVED. Checks must be payable to "Rivertown HOA" and mailed to: Rivertown HOA, P.O. Box 1526, Holland, MI 49422. **Payment may also be made by ACH through Cabage Financials.** To arrange an ACH payment, call Cabage Financials at 616.251.1515. The reservation will be confirmed, subject to availability, after payment, the signed Rental Agreement, and any required insurance documentation have been received.

Reservations are first-come, first-served, with priority given to Rivertown Park Master Association functions. The facility may not be reserved more than one (1) year in advance. Residents/Co-Owners must be current and in good standing with both the applicable Sub-HOA and Master Association.

No fundraising activity is permitted without prior Master Association approval. Periodic or regularly recurring use requires prior approval. The Master Association reserves the right to refuse a rental application for good cause or to revoke or cancel an approved rental when reasonably necessary. If an approved rental is revoked or canceled by the Master Association, the renter will be notified as soon as reasonably practical. If the Master Association cancels an approved rental for reasons unrelated to a violation by the renter, any rental fees and security deposit paid for the canceled rental will be refunded.

2. Rental Hours

The clubhouse may be rented Monday-Sunday between 8:00 AM and 10:00 PM. The approved rental period includes setup and cleanup time. The event must conclude, guests and vendors must depart, and cleanup and securing of the facility must be completed by the approved end time. Any extension beyond the approved rental period requires prior written approval from the Master Association or management.

3. Authorized Rental Areas and Resident Access

A clubhouse rental includes use of the authorized first-floor clubhouse areas, kitchen, and upper deck only. A rental does not provide the renter or rental guests with access to or authorization to use the pool, spa, Fitness Center, lower level, or other Master Association amenities.

Rivertown Park residents retain the right to pass through designated portions of the main floor as reasonably necessary to access the lower level, elevator, Fitness Center, pool, spa, or other Master Association facilities that remain open. Residents are expected to reasonably respect the privacy of an ongoing private event.

4. Occupancy, Guests and Minors

Maximum occupancy is 50 persons. The renter is responsible for the conduct of all guests, invitees, minors, caterers, vendors, contractors, and other persons associated with the rental and for ensuring compliance with this Agreement and applicable Master Association policies.

Any rental involving participants under eighteen (18) years of age must have at least one (1) adult chaperone for every ten (10) minors present.

5. Building Access and Security

- Exterior or secured doors and access points may not be propped open, blocked, disabled, or otherwise defeated except when specifically authorized by the Master Association.
- Access credentials may not be shared or improperly used, and unauthorized persons may not be allowed into secured areas.
- Renters and guests may not tamper with doors, locks, security cameras, alarms, access-control equipment, fire equipment, or other safety/security systems.
- At the conclusion of the rental, all applicable windows and doors must be closed, locked, and properly secured.

6. Alcoholic Beverages

Alcohol may not be sold on the premises. If any alcoholic beverage will be present, proof of host liquor liability insurance with combined single-limit coverage of \$1,000,000 for injuries, deaths, or damages must be provided at least one (1) week before the rental. Coverage may be provided through a general liability or excess liability/umbrella rider to the homeowner's policy or through a separate policy, provided host liquor liability is specifically covered. Failure to provide required insurance may result in cancellation of the rental. The renter is responsible for compliance with all applicable laws concerning possession, service, and consumption of alcoholic beverages.

7. Food and Caterers

Outside caterers may be used. The renter is responsible for ensuring that caterers and vendors comply with this Agreement. All food, beverages, catering equipment, decorations, supplies, and event materials must be removed following the event. Waste food, beverages, or ice may not be dumped onto lawns, landscaping, sidewalks, parking areas, or other Association property. Renters/caterers must provide their own tableware, linens, and service needs. No catering equipment or other property may be stored at the clubhouse after the event without prior approval.

8. Parking and Use of Parking Areas

Clubhouse parking is available on a limited basis for persons attending the approved event. The tennis court parking area may be used for temporary event overflow parking when reasonably necessary.

Parking on or along Master Association roadways is prohibited unless specifically authorized by the Master Association for the event.

The renter is responsible for informing all guests, caterers, vendors, contractors, and invitees of applicable parking requirements.

Vehicles shall not:

- Park on grass, landscaped areas, roadway islands, roundabouts, curves, blind spots, sidewalks, fire lanes, or other areas not designated or authorized for parking;
- Block traffic lanes, driveways, entrances, exits, fire hydrants, sidewalks, emergency access, or other vehicles;
- Interfere with access to residences, Master Association facilities, or other properties; or
- Be parked in any manner that creates an unsafe condition or unreasonable obstruction.

Parking Areas Are for Parking and Vehicle Access Only

Parking lots, parking spaces, driveways, and roadways are intended for vehicle parking and access only and are not included as part of the clubhouse rental area.

Unless specifically approved in advance by the Master Association, renters and guests shall not:

- Block, close, barricade, or reserve parking spaces, parking lots, driveways, or roadways;

- Use parking areas or driveways for games, sports, or recreational activities;
- Place tables, chairs, tents, canopies, inflatables, games, equipment, decorations, or other event-related items in parking areas, driveways, or roadways; or
- Otherwise use a parking area, driveway, or roadway as an extension of the clubhouse rental or event area.

Driveways, traffic lanes, entrances, exits, and emergency access must remain open and unobstructed at all times.

The Master Association may approve a temporary exception for a particular event when requested and approved in advance. Any approval may include reasonable conditions, time limitations, or restrictions and does not establish a right to similar use for future rentals.

Towing and Enforcement

All vehicles and parking activities associated with the rental are subject to the Rivertown Park Master Association Parking & Vehicle Use Policy.

Vehicles parked in violation of applicable requirements, or vehicles that must be removed for safety, severe weather, snow or ice removal, emergencies, maintenance, or other authorized operational reasons, may be towed at the vehicle owner's expense, subject to applicable law.

Unauthorized use, blocking, or closure of a parking area, parking space, driveway, or roadway may result in loss of all or part of the renter's security deposit, reimbursement of costs or damages, monetary fines, and/or other enforcement action in accordance with applicable Master Association policies.

Approval of a clubhouse rental does not authorize the renter or guests to restrict or interfere with the normal use of Master Association roadways, parking areas, or access points.

9. Smoking, Vaping, Animals and Service Animals

Smoking and vaping are prohibited inside the clubhouse. Smoking is prohibited within 150 feet of any clubhouse entrance. Pets and other animals are not permitted inside the clubhouse. Service animals are permitted as required by applicable law. The individual accompanied by a service animal is responsible for maintaining control of the animal and for any cleanup or damage associated with the animal.

10. Decorations, Candles and Facility Care

- No decorations or temporary fixtures may be attached with nails, tacks, staples, tape, or other materials that may damage walls, glass, fixtures, or architectural features.
- Confetti, glitter, rice, birdseed, and similar materials are prohibited inside and outside the clubhouse.
- Candles must be contained in an appropriate holder/container extending above the flame. All candles and wax residue must be removed.
- The renter and guests shall not damage, deface, alter, remove, or misuse Association property.
- Furniture shall not be dragged or moved in a manner that may damage walls, floors, doors, fixtures, or other surfaces.
- Entrances, exits, sidewalks, passages, stairways, elevators, fire exits, and emergency access routes must remain unobstructed.

11. Cleanup and Checkout

The renter must leave the clubhouse clean, orderly, secure, and substantially in the condition in which it was received. The current Clubhouse Post-Event Cleanup Checklist is incorporated into the rental requirements by reference and will be provided with the rental materials and/or posted in the clubhouse.

- Remove all personal belongings, leftover food, decorations, catering items, and event materials.
- Place all trash in appropriate receptacles and take it to the designated dumpster.
- Clean used tables, countertops, sinks, appliances, and furniture; clean the stove, microwave, and refrigerator if used.
- Return furniture to its original location and clean visible spills and large debris.
- Turn off applicable lights and appliances.
- Close, lock, and secure all applicable windows and doors.
- Leave no items belonging to the renter, guests, caterers, or vendors.

Failure to complete required cleanup or properly secure the facility may result in loss of all or part of the security deposit and responsibility for additional cleaning, repair, security, or other costs incurred by the Association.

12. Security Deposit, Damage and Additional Costs

The \$150 security deposit is refundable if the facility is left clean, secure, and without damage, subject to inspection. The deposit may be applied toward additional cleaning, damage, failure to secure the facility, missing/damaged Association property, or other

rental-related costs. The renter is responsible for costs exceeding the deposit. Any refund will be processed after inspection and determination that applicable rental obligations have been satisfied, generally within 30 days.

Security deposit deductions, reimbursement of actual costs or damages, monetary fines, and amenity-access sanctions are separate remedies.

13. Personal Property

The Rivertown Park Master Association and its management are not responsible for valuables, personal property, equipment, food, decorations, or other items brought onto or left at the clubhouse by the renter, guests, vendors, or other persons associated with the rental.

14. Master Association Policies and Enforcement

Use of the clubhouse and surrounding Master Association property is subject to the Rivertown Park governing documents and all applicable Master Association policies, including the Clubhouse Access & Use Policy, Parking & Vehicle Use Policy, Pool & Spa Rules Policy, Fitness Center Rules Policy, and Enforcement, Fine & Amenity Access Policy.

The renter remains responsible for obligations arising under this Rental Agreement, including rental fees, security deposits, damages, cleanup costs, insurance requirements, and other contractual obligations. Violations may also result in enforcement action in accordance with applicable Master Association governing documents and policies.

LIABILITY, RELEASE AND INDEMNIFICATION

15. Acknowledgment of Risk and Release

Renter(s) acknowledges that his/her use of the facility is for the pleasure and benefit of the renter and his/her guests. Rivertown Park Board of Directors sanctioned community events shall be permitted for the benefit of the community and shall have scheduling preference.

Renter further acknowledges that neither Big Paw Management ("Manager") nor the Rivertown Park Master Association ("Association") has assumed responsibility for, nor shall the Manager or Association have liability for, the actions or inactions of the renter(s), guests, or invitees, or for injury, damage, or loss any person may sustain while using the facility or in connection with any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility, except to the extent otherwise required by applicable law.

To the fullest extent permitted by law, renter(s), on behalf of himself/herself, heirs, successors, and assigns, and on behalf of guests and invitees, their heirs, successors, and assigns, releases the Manager, Association, and their respective officers, directors, agents, shareholders, members, successors, and assigns from claims related to loss, damage, or injury sustained in connection with use of the facility or activities conducted while using the facility.

16. Indemnification and Defense

To the fullest extent permitted by law, renter(s), on behalf of himself/herself, heirs, successors, and assigns, agrees to indemnify, defend, and hold harmless the Manager and Association and their respective officers, directors, agents, shareholders, members, successors, and assigns against claims, demands, damages, costs, and expenses, including reasonable attorney fees, arising from use of the facility, including the building and adjoining sidewalks, by the renter(s), guests, or invitees, or as a result of activities, including consumption of alcohol or other intoxicating substances, engaged in by such persons while using the facility.

If an action or proceeding is brought against the Manager, Association, or their respective officers, directors, agents, shareholders, members, successors, or assigns by reason of such a claim, renter(s) agrees to pay the costs of defense of such action or proceeding by counsel satisfactory to the Manager and Association.

The foregoing indemnification and defense obligations are not conditioned upon the availability of insurance coverage. Failure to obtain insurance coverage, or refusal of an insurer to pay a claim or otherwise assist the renter(s), shall not relieve the renter(s) of the indemnification and defense obligations set forth herein.

17. Renter Acknowledgment

I have read and understand this Clubhouse Rental Agreement and agree to comply with its provisions and all applicable Rivertown Park Master Association policies. I understand that my security deposit may be reduced or forfeited, I may be billed for additional expenses or damages, vehicles associated with my event may be towed at the vehicle owner's expense when authorized and permitted by law, and violations may result in additional enforcement action under applicable Master Association policies.

Signature of Renter:	
Printed Name of Renter:	
Date of Signature:	
Address:	

18. Association / Management Use

Rental Fee Received:	\$ _____	Security Deposit Received:	\$ _____
Insurance Required:	☐ Yes ☐ No	Insurance Received:	☐ Yes ☐ N/A
Approved By:		Date Approved:	
Access Instructions Provided:	☐ Yes	Cleanup Checklist Provided:	☐ Yes
Payment / Notes:			

RIVERTOWN PARK MASTER ASSOCIATION CLUBHOUSE POST-EVENT CLEANUP CHECKLIST

Please complete all items before leaving the clubhouse.

- ☐ All personal belongings, leftover food, decorations, and event materials removed.
- ☐ All trash placed in provided receptacles and taken to the designated dumpster.
- ☐ All tabletops, counters, and appliances wiped clean and free of spills or food.
- ☐ Furniture returned to its original location.
- ☐ No items left behind by caterers, vendors, guests, or the rental party.
- ☐ Sink emptied and wiped clean.
- ☐ Stove, microwave, and refrigerator cleaned, if used.
- ☐ All applicable lights and appliances turned off.
- ☐ Large debris picked up and all visible spills cleaned.
- ☐ No damage to walls, floors, furniture, or other Association property - do not drag furniture.
- ☐ All windows closed and secured.
- ☐ All exterior doors closed, locked, and secured.
- ☐ No tape, nails, staples, tacks, or other damaging materials used on walls or fixtures.
- ☐ No confetti, glitter, rice, birdseed, or similar materials left inside or outside.
- ☐ All candles removed and no wax residue left behind.
- ☐ No personal or event-related items remain in or around the clubhouse.

FRONT DOOR ACCESS DURING YOUR EVENT

For an approved clubhouse rental, the front entrance may be temporarily unlocked while your event is in progress.

The Allen wrench used to unlock the front entrance is located in the kitchen, in the upper cabinet on the right side, behind the first cabinet door.

- Use the Allen wrench only for the front entrance during your approved rental.
- **Do not prop open exterior doors.**
- Return the Allen wrench to its designated location after use.
- **Relock the front entrance and verify that the door is secure when your event ends.**

IMPORTANT REMINDERS

- Smoking and vaping are prohibited inside the clubhouse.
- No smoking within 150 feet of any clubhouse entrance.
- Rental guests are limited to the authorized main-floor clubhouse areas and upper deck.
- A clubhouse rental does not provide guests with access to the pool, spa, Fitness Center, lower level, or other Master Association amenities.
- Rivertown Park residents may pass through designated portions of the main floor to access other Master Association amenities that remain open.
- Parking lots, parking spaces, driveways, and roadways are for vehicle parking and access only. No games, recreational activities, event setup, or blocking/closing of these areas is permitted without prior Master Association approval. Driveways and emergency access must remain open at all times.

SECURITY DEPOSIT NOTICE

Failure to complete required cleanup, return the facility to an acceptable condition, or properly secure the clubhouse may result in loss of all or part of the security deposit and responsibility for additional cleaning, repair, security, or other costs.



PARKING RULES – QUICK REFERENCE

MASTER ASSOCIATION ROADS & PARKING AREAS ARE PRIVATE PROPERTY

ROADWAY PARKING

- No regular or recurring parking on Master Association roadways.
- Temporary parking may be permitted for visitors, contractors, deliveries, approved events, or other authorized temporary circumstances.
- Never block driveways, sidewalks, fire hydrants, entrances, emergency access, or traffic.
- No parking in or around roundabouts, roadway islands, landscaped areas, or other areas not designated for parking.
- Temporary parking may be restricted or removed when necessary for safety or Association operations.

CLUBHOUSE PARKING LOT

FOR ACTIVE CLUBHOUSE & AMENITY USE ONLY

The clubhouse lot is reserved for persons actively using the:

- Clubhouse
- Pool or Spa
- Fitness Center
- Authorized Association or clubhouse event

THE CLUBHOUSE LOT IS NOT RESIDENT OVERFLOW PARKING.

No overnight, regular, recurring, or vehicle-storage parking is permitted. The clubhouse lot may not be used as a substitute for parking in a resident's garage or driveway.

TENNIS COURT OVERFLOW PARKING

TEMPORARY OVERFLOW PARKING ONLY

The tennis court parking area may be used for limited temporary overflow needs, including short-term guest parking and other temporary circumstances.

THE TENNIS COURT LOT IS NOT AN EXTENSION OR REPLACEMENT FOR YOUR GARAGE OR DRIVEWAY.

- Residents should first use the parking available at their residence.
- No regular, daily, or recurring resident parking.
- Repeated use may be considered regular residential parking even if the vehicle is moved within 24 hours.
- Parking longer than 24 hours requires prior approval from the Master Association or management.

IMPORTANT NOTICE

These rules are a quick-reference summary of the **Rivertown Park Master Association Parking & Vehicle Use Policy** and do not replace or supersede the complete Policy or the Association's governing documents.

Residents are responsible for parking violations involving their household members, tenants, guests, invitees, contractors, and other persons associated with their residence.

Violations may result in **fines, towing or removal at the vehicle owner's expense, reimbursement of costs, suspension of applicable amenity privileges, and/or other enforcement action** in accordance with the Rivertown Park Master Association Enforcement, Fine & Amenity Access Policy.

Temporary permission, prior approval, or a prior lack of enforcement does not create a permanent or continuing parking right.



PROHIBITED VEHICLES & USES

Unless specifically authorized by the Master Association, Master parking areas may not be used for:

- Commercial vehicles
- Trailers
- Campers or RVs
- Boats or watercraft
- Boat or utility trailers
- Unregistered or inoperable vehicles
- Long-term vehicle storage

WEATHER, MAINTENANCE & TEMPORARY RESTRICTIONS

Parking areas and roadways may be temporarily restricted or cleared for:

Snow or ice removal • Severe weather • Maintenance • Construction • Landscaping • Events • Emergencies • Safety or operational needs

Vehicles must be relocated when required by posted notice or direction from the Master Association or management.

TOWING

VEHICLES MAY BE TOWED AT THE VEHICLE OWNER'S EXPENSE.

Vehicles may be towed for violations of the parking rules or when removal is reasonably necessary for snow or ice removal, severe weather, maintenance, construction, emergencies, safety, events, or other Association operational needs, subject to applicable law.

Prior individual notice is **not guaranteed** when immediate removal is reasonably necessary and towing is otherwise permitted by law.

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