



**Surprise Valley Homeowners' Association
Farmhouse Rental and Use Agreement
Effective November 1, 2017**

Homeowner Name: _____

Homeowner Address: _____

Homeowner Phone: _____

Email Address: _____

Date(s) of Rental: _____

Type of Function: _____

Farmhouse Rental Fee: \$79.50 (\$75 Rental Fee, plus tax); **plus a**

Cleaning Deposit: \$150.00

This agreement ("Agreement") is made on the date entered below, by and between the Surprise Valley Homeowners' Association ("SVHOA"), owner of the Surprise Valley Farmhouse, located at 5240 S Surprise Way, and the Surprise Valley homeowner, hereinafter referred to as the "Renter" and whose name is entered above. The Renter certifies that he/she is either a homeowner in good standing with the SVHOA or the renter of a residence in Surprise Valley in good standing with the SVHOA and in compliance with the Covenants, Conditions and Restrictions ("CCRs") of the SVHOA.

SVHOA does hereby authorize the Renter to have temporary and exclusive use of certain portions of the Farmhouse ("Facility") on the rental date(s) entered above. The Facility includes the main floor **ONLY** with the exception of the HOA management office. Areas excluded from this Agreement include the fitness center, exterior decks, grounds, and pool. **Excluded areas are not available for rent and are not available for exclusive use.** All homeowners and renters in good standing have rights to use the pool and deck. Use of these areas by the Renter may not interfere with the use by any other Surprise Valley homeowner or renter.

Conditions of use:

1. At the time of completing and submitting this Agreement, the Renter shall pay a nonrefundable reservation deposit of \$25.00 to reserve the Facility for the date(s) requested. The reservation deposit

will be applied to the Rental Fee when full payment is made. If the Renter does not use the Facility or does not make full payment of the Rental Fee and Cleaning Deposit, the reservation deposit will be forfeited and NOT be refunded.

2. Prior to receiving exclusive access to the Facility, the Renter will make full payment of the Rental Fee and Cleaning Deposit; to facilitate the administration of these payments, it is recommended that these payments be made at the same time but by separate checks. **If full payment of the Rental Fee and Cleaning Deposit is not received ten (10) days prior to the event date, the reservation will be cancelled and the reservation deposit forfeited.**
3. The Renter assumes full responsibility for the condition and use of the Farmhouse and must be present at all times during which guests of the Renter are present. Under no circumstances shall the Renter grant access to the Facility by a guest without being present.
4. The use of amplified sound equipment is permitted inside the Facility prior to 10:00 PM and must conform to the guidelines of the Boise City Noise Ordinance. Noise must not be audible at a distance of greater than 150 feet from the Farmhouse. No use of amplified sound equipment is permitted after 10:00 PM. The Renter agrees to ensure that non-amplified noise is minimized after 10:00 PM in recognition of the potential impact to the homeowners and neighbors that live in close proximity to the Farmhouse.
5. The Farmhouse Pool closes at 10:00 PM, Sunday through Thursday and at 11:00 PM Friday and Saturday; no one is permitted to enter the pool area after these hours. To avoid any misunderstanding or complaints, Renters of the Farmhouse and their guests agree to stay out of the pool area after pool hours. Boise City Police are on notice to respond to violations of this policy.
6. The Renter and all guests shall vacate the Facility by 11:00 PM on each day of the rental period.
7. The Renter agrees not to allow more than 50 people in the Facility at any given time during the rental period.
8. No pets of any kind are permitted within the Facility at any time.
9. No nails, pins, tacks, brads or screws of any kind may be used on the walls, doors or furnishings of the Facility.
10. All furniture and furnishings must remain inside the Farmhouse.
11. The Renter and all guests will abide by the no smoking requirement for use of the Farmhouse. Any damage caused by the Renter or guests violating the no smoking rule shall be applicable to the provisions of paragraph 12 below.
12. **By executing this Farmhouse Rental and User Agreement, Renter agrees that any costs incurred by SVHOA as a consequence of the Renter's and/or their guests' use of the Facility, including cleaning, repair, or other costs as deemed reasonable by the HOA Board in excess of the Cleaning Deposit of \$150.00, shall be charged to the Renter's HOA account as an administrative fee, payable by the Homeowner/Renter as part of his or her HOA assessment. Renters who rent residences in Surprise Valley agree to be personally liable for all, if any, of the above-referenced costs and fees.**

a. Initialed by Renter: _____

Renter Responsibility – Attachment A:

1. As outlined on Attachment A to this Agreement, Renter is solely responsible for cleaning the Facility following the Renter’s use. This includes, but is not limited to, removing all the Renter’s property and items brought to the Facility by guests and agents and proper disposal of all trash, refuse, and debris.
2. Renter is solely responsible for cleaning tables, chairs, counters, range and refrigerator. Dishes are to be placed in the dishwasher and washed. Renter shall vacuum and clean the carpets, mop the kitchen floor, sweep and mop the wood floors, and clean the bathrooms as necessary to restore the Facility to the condition at the time prior to the rental. Renter will notify SVHOA manager of any stains or other damage incurred during the rental of the Farmhouse. The Farmhouse will be inspected after use by the Renter to assure compliance with this paragraph. Once the requirements of this paragraph are verified, the Renter’s Cleaning Deposit will be returned to the Renter within one week of the date of the Function. If additional cleaning is required, the Cleaning Deposit will be used to cover any expenses incurred for cleaning the Facility in accordance with Paragraph 12 above. Any portion of the Cleaning Deposit in excess of the costs of cleaning will be refunded to the Renter.
3. Any items affixed with tape must be removed and all tape removed at the end of the event.
4. Renter will ensure that all guests and other users of the Farmhouse abide by all rules and requirements of the Surprise Valley HOA.
5. Renter will notify all guests that parking is available in the parking lot in front of the Farmhouse, across the street by the Community Garden, and in the neighborhood directly across Surprise Way. Parking is NOT permitted on Surprise Way.
6. All security gates must remain closed.
7. All walkways along the deck, stairs, and access to the emergency phone must remain clear at all times.

User closing procedures:

1. **The Renter shall turn off all lights, coffee maker, stove, television, fireplace and stereo, and ensure that all doors and windows are locked prior to leaving the Farmhouse.**

I have read this Agreement and fully accept all of its terms and conditions. I understand that I take full responsibility for my guests and will comply with the terms of this Agreement. I understand that if the Farmhouse is damaged or not fully cleaned after my rental, that all costs will be deducted from my Cleaning Deposit and any balance billed to me with my homeowner assessment, and I agree to pay those costs. I understand that as the Renter and for my guests, I agree to hold SVHOA harmless from all claims, liability or responsibility for injury or property damage that may occur during the rental term. I also understand and agree that any violations of the terms and conditions of this Agreement may result in the suspension of my rights to future use of the Farmhouse.

Renter’s signature: _____ Date: _____

Please deposit form, along with check(s), in the lock box outside the Farmhouse door.

Attachment A to Farmhouse Rental and Use Agreement

Surprise Valley Farmhouse Clean-up Checklist

Effective November 1, 2017

Immediately after your event, please complete each item on this checklist. The Farmhouse may be reserved for another event the following day; therefore, clean up must be completed on the same day of your event. If additional cleaning is required, the Renter's Cleaning Deposit will be used to cover any expenses incurred for cleaning the Farmhouse in accordance with Paragraph 12 of the Rental Agreement.

Cleaning supplies are stored near the staircase and under the sink

- Countertops wiped off and cleaned, no crumbs, stains or spills. *Please do not use any chemical cleaners on food preparation and serving surfaces.*
- Coffee pot turned off, rinsed and cleaned.
- Tables and chairs wiped down, cleaned, and returned to their original places.
- Kitchen and wood floors swept and damp mopped. **Wood floors must be mopped in accordance with the posted instructions. The required cleaning materials and instructions are provided under the sink.**
- Carpets and rugs vacuumed.
- Kitchen and bathroom garbage cans emptied into the gray garbage receptacles located outside the Farmhouse. Replace trash liners that are provided under the sink.
- Bathrooms cleaned.
- Check areas outside the Farmhouse and parking area, pick up any trash left by your guests and put in trashcans.
- Dishes and utensils washed and put away.
- All personal items removed including food.
- All tape, signs etc. removed.
- Lights, television, stereo and fireplace turned off.
- All doors and windows closed and locked. Double check doors leading to the pool.**

Thank you for renting the Farmhouse for your event. If you have any questions and/or need to report damages or problems, contact our neighborhood manager John Kirkpatrick by email at manager@surprisevalleyhoa.com or at the Surprise Valley HOA office at (208) 368-0058.