

PRIVATE RENTAL AGREEMENT

RULES AND REGULATIONS

- Facility rentals are available only to homeowners and tenants who are currently residing in Kissing Tree.
- At no time will any organization or individual sublease a reserved facility, as it is strictly prohibited.
- All organizations are prohibited from selling goods or services without prior approval from the Association.
- There is a two-hour minimum for rentals. Rental agreements may be submitted up to six months in advance of event and must be scheduled one month prior to event.
- Renter is required to provide contact information and Certificate of Insurance for any vendor or provider who will be on property.
- Kissing Tree will not be held liable in the event of accidents resulting in injury, illness from food preparations, lost or stolen items, or any unforeseen mechanical problems.
- The sale of alcohol by other vendors is prohibited. Alcohol may be served only to persons age 21 and older, and must be purchased from/through the Kissing Tree bar.
- Renter is responsible for the actions of guests. Persons deemed to be intoxicated will be required to leave the facility.
- Carrying weapons is strictly prohibited inside and outside the Welcome Center, Independence Hall, all common areas or facilities, on the balconies of any facility, and all amenities, including the Fitness Center and the Community pools.
- Guest list must be provided to the front desk staff within one week of event. For events scheduled to last later than 6:00pm, all guests must be listed in resident host's Gate Sentry account.
- All events must begin and end at the time indicated on the contract, including set-up and clean-up.
- The Kissing Tree resident host ("Renter") must check-in with the Independence Hall front desk upon arrival and is required to attend the event throughout its entire duration.
- Renter shall arrange for all pick-ups and deliveries to be made during the time the facility has been rented. All deliveries must be made through the front or side doors of Independence Hall.
- Tape, nails, or staples may not be used on walls, windows, or tables/furniture. Tables or chairs may not be moved outside without prior approval from the Community Life staff.
- Rice, confetti, birdseed, etc. are not permitted; only rose petals and bubbles are permitted.
- Open flames are not permitted anywhere within Independence Hall.
- All guests must remain in the rooms rented/reserved and may not enter other areas of The Mix, except the restrooms, without approval from Community Life staff.
- Renter will be completely responsible for the set-up and clean-up of the event, i.e., all leftover food, dishes, decorations and anything else that is brought in, must be removed; facilities should be left tidy and back to their original state unless otherwise coordinated with a member of the Community Life team.
- Smoking is prohibited inside, outside, on the balconies of any facility, and at the community pools, except for the designated smoking area located near the horseshoe pits.
- All doors must remain closed and secure at all times.
- Linens, serving ware, ladders or extension cords will not be provided by Community Life staff unless otherwise discussed in advance.
- I am aware that this agreement does not include use of the pool area or any exception to the guests per resident rule, and violation of this rule will be an automatic forfeit of entire deposit.
- Any violation of the Kissing Tree Governing Documents or any violations of the above rules identified in this contract will be an automatic forfeit of the entire deposit.

FINANCIAL OBLIGATION TERMS AND CONDITIONS

The rental deposit in the amount of \$1000 is required to reserve the amenity. Please bring a check in that amount to Independence Hall when your reservation is confirmed. Payment of the full amount of rental and security charges is due 14 days prior to event. Please bring a check to Independence Hall in the amount of these charges at least 14 days prior to the event.

Cancellation/Refund Policy: Cancellation of an event with 13 to 8 days of said event will result in \$50 cancellation fee will be deducted assessed to the homeowner. Cancellation of an event within 7 days of an event will result in \$100 cancellation fee will be deducted. Deposits for canceled events will be refunded the remaining balance if fees are deducted. Renter is responsible for any damages that occur to the facility or equipment as a result of said event. Deposits for executed events will be refunded in full unless there is damage, as determined by the Association. The cost of damages will be deducted from the deposit and the remainder refunded with details of expenses. Should expenses incurred by damages exceed the deposit amount, the remaining costs will be assessed to unit account with details submitted. In case of an unexpected closure by the Association, the deposit and rental fee will be refunded.

HOLD HARMLESS AGREEMENT

I, the undersigned, indemnify and hold harmless Carma Paso Robles, Brookfield Residential Properties, Brookfield KT Master Community and Kissing Tree Master Community Inc., and any of their employees or agents from any claim, liability or loss suffered by anyone wholly or partially responsible through my negligence or staff negligence or equipment failure. I agree to the Financial Obligation Terms and Conditions as stated above. I agree to abide by, and accept responsibility for all guests' adherence to the Facility Rules and Regulations as stated above. I, as the Kissing Tree resident will be in attendance throughout the entire duration of the event, and understand that if I leave the event, this contract will become null and void, the event will end, and the deposit will be forfeited in full with no amount of refund returned to me.