



HERON RIVER COMMUNITY CENTER USER AND RENTAL AGREEMENT

Heron River Community Center Overview

The Heron River Community Center offers a welcoming space for homeowners and their guests to enjoy personal events. To ensure a smooth rental process, homeowners must be in good standing—meaning dues are current and there are no unresolved CC&R infractions. The homeowner or resident must be present for the entire rental period, sign the agreement, and be responsible for their guests' conduct.

How to Make a Reservation

1. **Check Availability:** Visit www.heronriverhoa.com or your homeowner portal for an updated calendar, then email easttowestpm@gmail.com to confirm open dates.
 2. **Submit Payment:** Mail two separate checks to East to West Property Management, P.O. Box 789, Star, Idaho 83669, payable to Heron River HOA:
 - a. \$75 user fee
 - b. \$200 refundable deposit
 3. Include the reservation date on each check. Alternatively, drop off payment with on-site management.
 4. **Sign Liability Form:** Complete and sign the Assumption of Risk and Release of Liability form. Submit it to East to West Property Management before the deposit can be accepted.
 5. **Reservation Details:** Reservations are first-come, first-served (no verbal holds) and can be made up to 6 months in advance for an 8-hour block between 8:00 AM and 10:00 PM, including setup and cleanup. Rentals are unavailable on New Year's Eve, Memorial Day Weekend, Memorial Day, Fourth of July, Labor Day Weekend, Labor Day, and Thanksgiving.
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Pricing and Fees

- **User Fee:** \$75 (non-refundable).
- **Deposit:** \$200 (refundable within 30 days, provided no violations or damages).
- **Maximum Occupancy:** 158, per posted fire regulations.
- Payments must be made via two separate checks to Heron River HOA.

Cancellation Policy

- **Full Refund:** Cancel at least 2 weeks prior to the reservation date for a full \$275 refund.
 - **Partial Refund:** Cancellations less than 2 weeks prior forfeit the \$75 user fee; the \$200 deposit is refunded if cleaning and rules are followed.
 - **Process:** Email cancellations to easttowestpm@gmail.com.
 - **Transfers:** Reservations may be moved to another available date.
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Usage Rules

- **Purpose:** For personal use only; no events with admission or entrance fees.
 - **Alcohol:** Beer and wine permitted inside; no underage consumption (zero tolerance—law enforcement will be notified if violations occur). No alcohol in parking areas.
 - **Smoking/Vaping:** Prohibited within 50 feet of the facility.
 - **Noise:** No music after 10:00 PM per City of Star Noise Ordinance (no exceptions). Music must remain inside, at a level that doesn't disturb neighbors. Violations resulting in complaints or police visits will end the event immediately.
 - **Prohibited Items:** No bounce houses, water slides, or outside recreational rentals. No abusive language, yelling, or screaming.
 - **Supervision:** Renters must remain present, ensure minors are supervised, and enforce all rules for guests.
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Facility Care and Liability

- **Damages:** Renters are liable for all damages to the building, furniture, electronics, pool table, fixtures, or accessories. The facility must be returned in its original condition.
- **Liability:** Renters hold Heron River HOA, East to West Property Management, and its Board harmless from claims or injuries during the rental period (per the signed liability form).
- **Lost Items:** Heron River HOA and East to West Property Management are not responsible for lost, stolen, or abandoned belongings.
- **Monitoring:** The HOA, Board, or Property Management may inspect the facility or parking lot at any time. If attendee actions are deemed undesirable, the event may be terminated without refund.
- **Right to Refuse:** The HOA reserves the right to deny rentals for any purpose or date deemed detrimental or inconvenient to members.

- **Pool Table Rule:** The pool table in the clubhouse has been professionally set and balanced for optimal use. Please do not attempt to move or adjust the table. Homeowners may be held responsible for any costs associated with re-leveling or repairing the table due to unauthorized movement.
 - **Trash Rules:** The clubhouse provides three trash receptacles for your convenience. In the rare event that these are full, we kindly ask homeowners to remove their trash or trash bags and dispose of them at their own residence or an appropriate off-site location.
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Cleaning Requirements

- **Trash:** Bag all trash securely and place it in outdoor Community Center garbage cans (lids fully closed). If cans are full, renters must remove excess trash off-site.
 - **Surfaces:** Wipe down tables, chairs, counters, range, and refrigerator. Vacuum floors and mop the kitchen if needed.
 - **Items:** Remove all food, beverages, utensils, and dishes; no items may be left behind. The HOA may use the deposit to cover any damages including but not limited to: removal of abandoned items, damage to furniture, appliances and/or cleaning costs.
 - **Furniture:** Return all furnishings to their original arrangement; do not remove items from the Community Center.
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Amenities and Decorations

- **Tables & Chairs:** Extra tables and chairs are available (see "Tables & Chairs" section). Indicate needs when booking; renters must return them as found.
 - **Decorations:** Must be freestanding—no tacks, tape, nails, glue, or glitter. Outdoor decorations require prior HOA approval.
 - **Shared Access:** Bathrooms, pool, sport courts, and gym remain open to HOA residents and their guests during events.
 - **Facility Use:** Do not prop doors open (to preserve A/C and prevent flies). Turn off appliances/lights and lock the facility after use.
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Parking Guidelines

- **Availability:** Shared with residents and attendees on a first-come, first-served basis.
- **Restrictions:** No overnight parking in the lot. No street parking on Seneca Springs Way or W. Gloxinia Street. Limited parking on W. Caribee Inlet Drive south of the divided roadway.
- **Recommendation:** Reduce vehicle count by carpooling.

Tables & Chairs Available for use

6 Rectangle folding tables, 5 Square card tables, 50 Folding chairs, 3 Kids' tables, 12 Kids' chairs

Assumption of Risk and Release of Liability

By signing, the homeowner acknowledges:

1. Risks of illness, injury, or death exist when using HOA facilities, even if due to negligence of the HOA, its affiliates, or staff.
2. They assume all risks for themselves and permitted users (spouse, children, guests, etc.).
3. They agree to follow all HOA rules and report hazards promptly.
4. They release the HOA and affiliates from all claims related to injury, death, or property damage, and agree to indemnify them against claims from permitted users.
5. By signing this agreement, I acknowledge that it serves as confirmation of receipt for my deposit payment to the Heron River HOA
6. I have read and agree to the terms of the **Hold Harmless Agreement**

Hold Harmless Agreement

"I, the undersigned, agree to protect, defend, indemnify, and release the Heron River Homeowners' Association (HOA), along with its affiliates, officers, board of directors, agents, managers, employees, and representatives (collectively, 'Releasees'), from any and all claims, lawsuits, demands, damages, losses, liabilities, or expenses (including court costs and attorney's fees) brought by myself, Permitted Users (such as my spouse, children, relatives, tenants, invitees, or guests), or their heirs, assigns, or personal representatives. This applies to any issues arising from my use of, presence in, or the Permitted Users' use of or presence in the HOA Facilities (including the Community Center, Gym, Sports Court, Children's Play Area, and Swimming Pool). I knowingly assume all risks of injury, illness, or damage, whether known or unknown, tied to ordinary negligence or my conduct, and I will cover and assume responsibility for such risks, injuries, or damages as allowed under Idaho law. I acknowledge that the Releasees are not responsible for such incidents, except where Idaho law prohibits such exemption, and I take full accountability for the consequences of using these facilities. I have read and understand this agreement, sign it voluntarily, and agree to comply with all HOA Facilities Rules."

Signature Required: _____ **Date:** _____

Homeowner/Tenant Name: _____

Address: _____

Date and purpose of event: _____

Cell Phone Number: _____