



BARN RENTAL RULES & REGULATIONS

These Rental Rules and Regulations are adopted by the PRCA Board of Directors, pursuant to Article 5, Section 5.3 of the Association's Declaration, recorded at Document No. 99-0916566 in the Official Records of Maricopa County, Arizona.

Should you need to reach staff during your event please call:

GROUND SERVICES: 480-216-9141 or 480-229-4051

Strict Fire Code Occupancy: 202 standing room, 150 with tables & chairs

Maximum Seating Provided: 23 round tables (60"), 250 chairs. There are also six - 6 ft. rectangle tables available for use.

The use of Power Ranch amenities may be restricted at the discretion of the Board of Directors for delinquent Association dues, violation of Association rules, or deliberate abuse of the Barn, recreational facilities or common areas.

OCCUPANCY

1. Occupancy: Total participants must not exceed the posted room capacity. No more than 150 seated / 202 standing room may be in attendance for any rental function or deposit will be forfeited, this includes both inside and outside the facility.
2. Outside pool and recreational areas will remain open to other PRCA residents during any scheduled event.

FEES

3. Rental Fees are due **in full sixty (60) days** prior to the event. If not paid **in full sixty (60) days** in advance of reserved event date, the reservation is subject to cancellation without notice and subject to fees. Any fees applied will be taken out of the deposit. If the reservation is cancelled due to non-payment, the facility will be open for rebooking by another guest.
4. Due to multiple scheduling of events, all reservations must begin and end at the time indicated in the contract. Rental times are final **sixty (60) days** prior to the event. Any requested changes to your contracted rental time/date are subject to availability. Time and date changes must be made in writing to the PRCA office. Any changes made to your contracted day or time within 60 days of the event date are subject to all applicable fees. These fees will be taken out of the deposit.
5. No changes can be made to an existing reservation **within 7 days** of the contracted rental date/time.
6. The building must be vacated by all guests at the time indicated in the contract. Additional booking fees will incur for each hour if guests are still inside the building after the stated end time on the contract has expired. Additional fees will include **the contracted hourly rate plus \$100 per hour** and these fees will be taken out of the deposit.
7. In the event of stains or damage to any area of the facility, the renter is responsible for all required repair or replacement costs.

CHECK-IN & CHECK-OUT

8. The contracted party or designated individual pre-authorized with the PRCA office staff, is required to be in attendance during facility check-in and check-out. Failure to do so may result in a **\$25 charge** from the deposit per incident. Notify grounds services if you will be late for check-in or request an early check-out at 480-216-9141 or 480-229-4051. Failure to notify grounds services in the event of late check-in or early check-out may result in a **\$25 charge** of your deposit. There are no refunds for early check-out.
9. The contracted party shall be completely responsible for their own set-up and clean-up of both the interior & exterior of the facility.



10. All areas are required to be returned to the condition they are received. This includes both the interior and exterior of the facility. A cleaning check list is provided for each rental. The contracted party will be responsible for signing out at the end of the event to ensure the check list is complete.
11. The contracted party is responsible for providing their own cleaning supplies. A broom, trash bags, and paper towels will be available for use.
12. The contracted party shall arrange for all pick-ups and deliveries to be made on the day of the event during the contracted time. All items provided by the contracted party or outside source must be removed by the end time listed on the contract. PRCA staff are not authorized to accept any deliveries on behalf of the contracted party.

Cleaning Checklist Items Will Include:

- All decorations must be removed and disposed of.
- All trash is to be taken to the dumpster located in the parking lot. Please ROLL the garbage cans with liners to the dumpster (do not drag the bags across the floor or parking lot) Dispose of trash and replace with PRCA provided liner.
- Sweep floor and clean any major spills. (Broom provided by PRCA)
- All tables to be cleaned, disinfected and returned to the storage closet.
- Kitchen countertops, sink, stovetop, ovens, refrigerator and freezer must be left clean and empty.

EQUIPMENT

13. PRCA provided tables and chairs are located in the north storage room. All furniture must be wiped down and returned to the closet on appropriate racks when the event is complete. PRCA does not provide set up/tear down of any equipment. PRCA will make every effort to ensure furniture, countertops, appliances and the bridal suite are cleaned before use.
14. PRCA provided chairs are to be used indoors only. PRCA provided tables may be used on the outside north patio. The use of PRCA provided tables or chairs in the event lawn or any surrounding landscape will result in a forfeiture of your rental deposit and any damage fees.
15. Tables, chairs or other objects may not block or impede the flow of traffic in or out of any exits to or from the building, per Fire Code.
16. Linens, serving ware, extension cords and ladders are NOT provided by PRCA.

UNAUTHORIZED ITEMS AND CONDUCT

17. NO decorations are to be attached in any manner to any glass, windows, doors, or walls.
18. NO decorations, wire or lighting are to be hung from The Barn catwalk, lighting, A/C ducts, or in the outdoor plants, trees or light posts.
19. NO scotch tape, masking tape, duct tape, nails, staples, tacks, glitter, confetti, birdseed or rice allowed. If rose petals, hay or any other substance is used on the event lawn, it must be removed prior to check-out.
20. NO helium balloons are allowed inside the Barn due to the building's fire alarm and security system. Any helium balloons brought into the Barn will result in a fine. This fine will be deducted from the initial deposit.
21. NO fog machines are allowed at the Barn as they activate the smoke detectors resulting in a service call to the Fire Department. A Fire Department service call will result in a forfeiture of your rental deposit.
22. NO glassware is allowed outside the Barn, per Town of Gilbert ordinance Article II, Section 46-37.
23. NO smoking inside or **within 25 feet** of any enclosed or covered area where smoking is prohibited. This ensures that smoke or vape cloud does not enter the enclosed or covered area through entrances, windows, ventilation systems or any other means, per Town of Gilbert ordinance, Article VII, Division 4, Section 42-269.
24. NO products may be sold in the Barn or any recreational facility for the profit of any individual or commercial enterprise, except by invitation and/or approval from the Board of Directors or management staff. The Association has the right to refuse service or decline any reservation request that violate these terms.



RESTRICTED ITEMS AND CONDUCT

- 25. Rentals for political events will only be allowed pursuant to Arizona Law (A.R.S. 33-1808).
- 26. Any candles beside birthday cake candles must be enclosed in a casing or votive container.
- 27. Sparklers are allowed for use outside and on the event lawn. Any damage caused from sparkler use will result in damage fees to be taken from the deposit.

PRCA IS NOT LIABLE FOR:

- 28. PRCA will not be held liable in the event of any accidents resulting in injury from any activity during event/rental.
- 29. PRCA will not be held liable in the event of an illness resulting from food preparation.
- 30. PRCA will not be held liable for any lost, stolen, or items left behind.
- 31. PRCA will not be held liable for unforeseen mechanical problems associated with electrical, cooling/heating, or kitchen equipment failure. PRCA will make every effort to ensure all equipment is in normal operational condition.
- 32. PRCA will not be held liable for any bodily injury, drowning or death that may result from nearby water. A lake and pool are located next to the Barn facility and event lawn. Adult supervision is required for children at all times.
- 33. PRCA will not be held liable for any noise that may be heard from public use areas surrounding the Barn. This may include, but not limited to, the Barn pool, parking lot, arroyo, pavilions, lake, walking paths and elementary school.

RENTER ACKNOWLEDGEMENT:

- 34. To the best of my knowledge, I have no physical or medical condition that would prevent me from participating in the facility rental.
- 35. In consideration of being allowed to participate in the facility rental, I understand and agree that neither the Power Ranch Community Association, nor any person acting on behalf of the Power Ranch Community Association, may be held liable in any way for any event which occurs in connection with this facility rental, which may result in harm, death, injury or other damage to me, my guests or vendors.
- 36. By making this rental, I agree to all terms and conditions associated with the Barn and the Power Ranch Community Association.

INSURANCE REQUIREMENTS:

The contracted party will provide contact information of any vendors contracted for the event and all required insurance forms. All required documents are to be submitted to PRCA **no less than thirty (30) days** in advance of event date. If documents are not received, the reservation is subject to cancellation and any applicable fees without notice.

The contracted party is required to obtain an event insurance policy for no less than \$1,000,000 of coverage. The insurance policy must cover the full contracted time/day and is to be provided to the PRCA office **no less than 30 days** in advance of the event date. The Certificate of Insurance is to name PRCA as additionally insured and **MUST** be noted on the certificate as listed below:

**Power Ranch Community Association/CCMC
4546 E Haven Crest Dr.
Gilbert, AZ 85297**

A Certificate of Liability Insurance example is available on MyPowerRanch.com.



If serving alcohol, an additional Host Liquor Liability Insurance and a Security Guard are required. You may use either an insured Bartending Service or purchase a policy through your homeowner's insurance or any private event insurance company. An insured Security Guard must be contracted for the time that alcohol is served and proper identification must be submitted to the PRCA office. If your Professional Bartending Service or Security Guard leaves prior to the event ending, no further alcohol may be served. Alcohol shall not be sold.

The contracted party must provide all vendor Certificates of Insurance with proper documentation and contact information to the PRCA office **no less than 30 days** in advance of the event.

Parking:

The parking lot at the Barn is shared with multiple PRCA facilities. Parking is not guaranteed. PRCA may not be held liable for any damage to a vehicle, including personal property at any time. All parking is at the driver's own risk. All overflow event parking can use the Centennial Elementary school parking lot. Parking is not allowed on Autumn Drive or Ranch House Parkway. Violators are subject to tow and/or ticket by the Town of Gilbert. Any vehicles parked in a fire lane are subject to immediate tow at owner's expense.

Security Deposit:

Your security deposit is refundable if all conditions of the Rental Use Agreement and Rules & Regulations are met. Security deposits will be returned to the card it was paid with **within 7 days** following the rental date. Any violation of the agreement allows PRCA to **keep a portion or all of the deposit**. If the security deposit amount is not sufficient to correct any damage, the contracted party shall be liable for any excess amount needed to bring the Barn to its original condition. The contracted party further agrees to accept full responsibility for any damage or theft and agrees to pay PRCA for any replacement costs. I will not hold PRCA responsible for any physical harm that is suffered or any property damage that is incurred from activities related to the contracted event.