

**MODEL
AGREEMENT**

Get Residents to Sign Community Room Rental Agreement

The agreement protects your site from damages and liability when residents use your site's community room for events. If your site has a community room that you make available to residents for meetings and private functions, talk to your attorney about using an agreement like the one below. You should also run any fees and deposits by your local HUD office before you start charging residents.

ABC APARTMENTS COMMUNITY ROOM RENTAL & USE AGREEMENT

RESIDENT'S NAME _____ UNIT # _____

TEL # _____

TYPE OF EVENT: _____ ESTIMATED # OF GUESTS: _____

DATE OF EVENT: _____ TIME: _____ AM/PM TO _____ AM/PM TOTAL # OF HOURS _____

1. Resident's Responsibilities

- a. Resident agrees to assume responsibility for the cost of repair or replacement if the community room or its equipment, furniture, fixtures, or other appliances specified in the attached Inventory List are damaged.
- b. Resident agrees to use the community room solely for the purpose stated above. Resident also agrees to be present at the function and assume responsibility for the conduct of all guests.
- c. Resident agrees to ensure that the guests do not make excessive noise or otherwise disturb the residents of ABC Apartments. Resident also agrees to play any music at a moderate volume only.
- d. Resident agrees to be responsible for ensuring that no gambling, smoking, drinking alcoholic beverages, and general abusiveness occurs. (Use of alcoholic beverages for special occasions such as wedding anniversaries and special birthdays may be allowed with the prior authorization of the Executive Director. Request for exceptions must be in writing to the Executive Director 30 days in advance.)
- e. Resident agrees to be responsible for seeing that guests follow these rules.
- f. Resident agrees to provide Management with a complete guest list prior to the day of the event, including party planners, entertainers, and caterers. (This provision does not apply to resident association meetings.)

2. Deposit. On signing this agreement, Resident agrees to pay a deposit of \$[insert amount] by check or money order at least two weeks in advance of the event.

3. Return of Deposit. Management agrees to return the deposit within [insert #] days of the rental only under the following conditions:

- a. The community room and its equipment, furniture, fixtures, and other appliances specified in the attached Inventory List are not damaged;
- b. Resident cleans the community room and returns it to its original condition immediately after the rental, including:
 - i. Turning off all electrical appliances, except the kitchen refrigerator;

- ii. Wiping down all countertops, appliances, and tables;
 - iii. Removing all food items from the refrigerator;
 - iv. Sweeping and mopping the kitchen and dining room floors and vacuuming all rugs—we will provide a broom, mop, and vacuum if you request it;
 - v. Returning all furniture to the original positions;
 - vi. Locking all doors; and
 - vii. Throwing out all garbage.
- c. Resident returns the community room key to the management office by noon of the day after the event.

4. Management's Right to Reimbursement

- a. Management shall deduct from the deposit the costs of repairing damage to the community room and repairing or replacing any items on the attached Inventory List that are damaged or missing (including the cost of changing the lock on the community room door if the key is lost).
- b. Management will deduct a cleaning fee of \$[insert amount] per hour per maintenance person from the deposit if staff must complete any of the cleaning tasks listed in Item 3, above.
- c. Resident agrees to pay any replacement or repair costs that exceed the amount of the deposit.

5. Indemnification. To the extent permitted by law, Resident shall indemnify and hold harmless ABC Apartments, its managing agent, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from and against all fines, suits, damages, claims, demands, losses, and actions (including attorney's fees) arising out of, or relating to, all acts, failures, omissions, and negligence of Resident, his or her agents, employees, visitors, guests, invitees, and contractors arising out of, or in any way relating to, Resident's use of the community room. This indemnification shall apply both to claims of third parties and to claims of the resident or any guests of the resident.

RESIDENT'S SIGNATURE & DATE _____

MANAGEMENT'S SIGNATURE & DATE _____