

**FOUNTAIN OF THE SUN ASSOCIATION (FOSA)  
FACILITY RENTAL – RULES & REGULATIONS**

**Total occupancy must not exceed the following room capacity according to Fire Code:** \_\_\_\_\_ *Lessee Initial*

Activity Center **485**      Poolside Room **120**      Card Room **72**      Lakeview Room **60**  
Craft Room **52**      Ceramics Room **32**      Game Room **15**

**Facility use is allocated in the following order:**

National, state or local elections

FOSA Meetings – Annual, Special, Scheduled Board of Directors, Chartered Committees

FOSA Condo Board Meetings

FOSA Sponsored Events – including Charter Club meetings/events

Open Use

Memorials

Private Use

Commercial Rentals

1. The Fountain of the Sun resident is required to be in attendance during the entire facility rental period. Failure to do so will result in loss of the deposit.
2. The Fountain of the Sun resident will provide contact information of any companies contracted for the event and any and all required insurance forms.
3. The use of the facilities by Association members may be restricted at the discretion of the Board of Directors for delinquent Association dues, violation of Association rules, or deliberate abuse of the recreational facilities or common area.
4. The facilities may not be used for commercial or political purposes without approval from the Board of Directors or management staff. Products may not be sold in any recreational facility for the profit of any individual or commercial enterprise, except by the invitation and/or approval from the Board of Directors or management staff.
5. FOSA will not be held liable in the event of accidents resulting in injury from setting up the room or from use of the kitchen or other equipment that you or your vendors are operating.
6. FOSA will not be held liable in the event of an illness resulting from food preparation.
7. FOSA will not be held responsible for lost or stolen items.
8. FOSA cannot be held liable for unforeseen mechanical problems associated with electrical, cooling/heating, or kitchen equipment failure. Fountain of the Sun will make every effort to maintain all equipment in operational condition but does not guarantee the operation of any equipment.
9. Occupancy – Total participants must not exceed the posted room capacity. No more people than **60 Lakeview Room, 120 Poolside Room, 72 Card Room, 485 Activity Center, 52 Craft Room, 32 Ceramics Room and 15 in the Game Room** may be in attendance for any rental function **or deposit will be forfeited**, this includes both inside and outside the facilities. Outside pool and recreational areas will remain open to FOSA residents during your scheduled event.
10. Tables, chairs or other objects will not block or impede the flow of traffic in or out of any exits to or from the building, per Fire Code.
11. All Community Events and Private Functions *servicing alcohol* that charge an entrance or ticket fee require **Liquor Liability Insurance & a Special Event Liquor Permit**. You may use either an insured professional Bartending Service or, if self-serving alcohol, purchase a policy through your homeowners insurance or any private event insurance company. All insurance certificates and contracts must be provided by the resident at least 30 days in advance of the event and FOSA shall be named as an additional insured. If your Professional Bartending Service leaves prior to the event ending, no further liquor can be served. BYOB events are covered under FOSA's insurance policy.
12. Rental fees are due in full thirty (30) days in advance of your event. If the rental fee payment is not made prior to 30 days in advance, there will be a \$25 late charge per week. This fee will be taken out of the deposit.
13. Due to multiple scheduling of events, all reservations must begin and end at the time indicated on the contract. Rental times are final on the day of the event.

14. Facility set up options include: Theater, Classroom or Banquet Style. *All other set ups require additional fees.* Set up and tear down of tables and chairs will be done by FOSA staff; all other clean-up is the responsibility of the resident. Tables and chairs MAY be moved within the facility rented but MAY NOT be removed from the facility.
15. Parties using the Activity Center kitchen must pick up an access card at the FOSA office the business day prior to the event (7 a.m. – 3 p.m. Monday-Friday). The refrigerators may be used on the day of the event only – no overnight storage is allowed. Access cards must be returned the following business day.
16. Catering
  - a) Persons reserving Recreation Facilities for private parties must use a caterer that can provide a certificate of insurance from a qualified insurance carrier with minimum \$1,000,000 liability insurance naming FOSA as additional insured.
  - b) Caterers/Lessees must follow the Facility Rentals – Rules & Regulations for use and care of the facility.
17. Tables and chairs are to be used indoors only.
18. Any candles beside birthday cake candles must be enclosed in a casing or votive container.
19. Drinks that contain a red-colored dye are not permissible due to risk of permanent stains on the carpet and furniture. In the event of stains or damage, the resident is responsible for repair or replacement costs of carpeting.
20. The renter shall arrange for all pick-ups and deliveries to be made the day of the event during the time the facilities are reserved. All material, products, and decorations provided by you, your caterers, Beverage Service, Rental Suppliers, Musicians, etc. must be removed by the exit time listed on the contract. No overnight storage is allowed.
21. The buildings must be vacated by all guests and residents by the time indicated on the contract.
22. Linens, serving ware, extension cords, ladders and other supplies are NOT provided.
23. NO decorations, wire or lighting are to be hung from the lighting, A/C ducts, ceiling tiles or in the outdoor plants, trees or light poles.
24. Decorations may be hung only with poster putty products, painters tape or Command strips or similar product that won't cause stripping. ABSOLUTELY NO scotch, masking or duct tape, nails, staples, tacks, glitter, confetti, bird seed or rice allowed. No tape on windows.
25. Grills may be rented for \$25. Grills must be cleaned after use or the deposit may be forfeited. FOSA does not guarantee the operation of the grills and you and your guests are using this equipment "as is" and at your own risk.
26. NO glassware is allowed outside, per City of Mesa ordinance.
27. NO smoking inside or within 20 feet of any recreation area, all FOSA buildings are non-smoking per Arizona State Law (Smoke-Free Arizona Act A.R.S. §36-601.01).
28. Adult guests are responsible for supervising any children in attendance.
29. All areas are required to be returned in the condition they are received. This includes both the interior and exterior of the facility. You will be responsible for the following clean-up:
  - All decorations including tape must be removed and disposed of.
  - All trash is to be taken to the dumpster located in the gated area next to the Administration Building.
  - All tables are to be cleaned, disinfected and returned to original set up.
  - Kitchen counter tops, sink, stove top, oven, microwave and refrigerator must be left clean.
  - All grills, griddles and cook tops must be left clean.
  - Floor must be swept and mopped with the "On Deck Floor Cleaner" that is attached to the mop sink.

Security Deposit is refundable if all conditions of the Facility Rental Use Agreement and Rules & Regulations are met. You understand that any violation of the agreement allows FOSA to keep a portion or all of the deposit. If security deposit amount is not sufficient to correct any damage, the lessee shall be liable for any excess amount needed to bring the facility back to original condition. You further agree to accept full responsibility for any damage or theft and agree to pay FOSA for any replacement costs. You acknowledge that you will not hold FOSA responsible for any physical harm that is suffered or any property damage that is incurred from activities related to the event.

\_\_\_\_\_  
RESIDENT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FOSA STAFF SIGNATURE

\_\_\_\_\_  
DATE