Cottage Green Homeowners Association
Hold Harmless Agreement for Guest Room Rental

Cottage Green Homeowners Association has agreed to allow:

Cottage Green Resident: _____ agrees to rent guest room(s) _____ for _____ night(s) for a rental fee of $40 for rooms #1 & #2, $45 for room #3 per night, and a cleaning deposit of $100.00. The rental date(s) are: _____. Guest check in is at 3pm, and check out is 1pm.

Payment must be made in advance by check or cash with a separate check for cleaning deposit. Rentals should be confirmed under the following conditions:

1. The renter agrees to reimburse Cottage Green HOA for all damages to the premises or properties. The value will be determined by the cost to repair/replace said damage.
2. To the fullest extent permitted by law, the renter and his/her guests shall indemnify and hold harmless Cottage Green HOA and its officers and directors from and against claims, damages, losses and expenses, including but not limited to attorney's fees, which arise out of or are in any way connected with the performance of the work described in this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or loss, or destruction of tangible property, including loss of use resulting therefrom, regardless of whether or not such claim, damage, loss or expense is caused in part by party indemnified or entity from claims, damages, losses or expenses caused by the sole negligence or willful misconduct of the indemnitee.
3. The renter and his/her guests agree to hold Cottage Green HOA harmless of liabilities for accidents or loss of mislaid articles.
4. Guests must follow the clubhouse and pool area rules. Consideration for others will be observed by guests of Cottage Green. Obstructing or interfering with the enjoyment of residents or other units, or annoying them by unreasonable noise is not acceptable.
5. Rental of a guest room does not include kitchen privileges, or exercise room. The pool and spa may be used only if the resident is present.
6. The renter and his/her guests shall provide sheets, blankets, pillows and pillow cases, towels and toiletries for guests and are responsible for removing these when the guest leaves. The resident may also purchase, as an option, Disposable Sheets with pillow case in either Twin or Queen size at a rate of $20 and $25 respectively.
7. The following are not allowed in guest rooms:
   a. Smoking b. Alcohol c. Food d. Pets
8. Guests are to keep the clubhouse entry and pool area doors locked at all times.
9. Turn off the heater or air conditioner when not being used.
10. Check out time is 1:00pm. If the room key is not returned to the Guest Room Key Return box located in the lobby upon check out at 1pm, an additional night room charge may be added.
11. Guests and/or resident(s) are required to clean the room using the attached "Guest Room Cleaning Checklist", and to use only the cleaning supplies furnished in room. The guest and/or resident may waive the return of their cleaning fee to have the room professionally cleaned.
12. Only on-site residents may rent rooms for their guests.

I have read and understand the above terms and conditions and understand that violations to any of the above can result in forfeiture of my deposit. I will provide my guests with a copy of this agreement and I understand that it is my responsibility to make certain they understand these conditions and obey the rules of Cottage Green.

Name of Guest(s):_____

Clubhouse Chairperson:_____

Date:_____

Cottage Green Resident:_____

Signature:_____ Date: _____

Renter's Address:_____

Phone:_____

COTTAGE GREEN POOL AND SPA RULES
Warning: No Lifeguard on Duty
Call 911 if there is a life threatening emergency
Clubhouse Address: 737 Natalie Drive

POOL HOURS
Pool: **Residents and Adult Guests (18 years and above) . . . . . .10AM to 10PM**
Children (4 years and above) and Teenagers Sunday thru Thursday..10AM to 4PM **Friday thru Saturday....10AM to 6PM**
Spa: Residents and Adult Guests (18 years and above) . . . . . 10AM to 10PM
NO CHILDREN ALLOWED IN SPA OR SPA AREA

- Use of the pool and spa area by the Owner, Owner's tenants, and/or guests, is at their sole risk.
- Guests are limited to Four (4) persons per household unless arrangements are made with the management company prior to using the pool.
- The Resident must accompany all guests at all times.
- Owners are responsible for the behavior of their tenants and guests and will be held financially responsible for any damage they cause or that is caused by their tenants or guests.
- No running, pushing or "horseplay" of any kind is permitted in the pool, spa, and patio area.
- No jumping or diving into the pool.
- Smoking in the pool, spa, or patio area is not permitted.
- No food or beverages are allowed within six (6) feet of the pool or spa area.
- No glass or other breakable items are allowed in the pool, spa, or patio area.
- Children must be at least FOUR YEARS OLD, and must be toilet trained to be allowed in the swimming pool. NO DIAPERS or disposable cloth allowed on young children using the pool.
- Lap lanes are the far north two (2) lanes. Anyone swimming laps has the right-of-way.
- Modest Coverage is Required, Swimming Trunks with a 7" Inseam Loose Fit. Cut Off's, Basketball/Athletic Shorts, Underwear, Thongs or Speedo Type of Bathing Suits are Prohibited.
- Animals are not allowed in the pool or patio area.
- Bicycles, skateboards, etc., are not allowed in the patio area.
- Safe and appropriate pool toys only (swim noodles, etc.) are allowed. Inflatables that children can sit in or on are not allowed. For clarification of toys allowed, consult the management company.
- Wet/dripping suits are not allowed in the clubhouse; towel dry off before entering clubhouse, and MUST wear shoes when going into clubhouse.
- Gates and doors to the pool/spa area and the clubhouse must be kept locked at all times.
- Be considerate of residents who live near the pool and keep the noise level down.
- Leave the area and tables clean. Do not leave any garbage behind.
- Residents are expected to assist in enforcing the rules. Immediately notify the management company at 408-465-4655 of any security or rule violation, with the name and/or address of the violator.
- **FAILURE TO COMPLY WITH POOL AND SPA RULES WILL RESULT IN LOSS OF POOL AND SPA PRIVILEGES.** [1]

The Cottage Green Pool Rules are included in this agreement. By initialing, both Guest and Resident are acknowledging receipt of the rules and their agreement to abide by same. Failure to do so will result in forfeiture of all pool and spa privileges for the duration of guest's stay.

Guest: _____ **Resident: _____**

initial **initial**

[1] Approved September 17, 2013
Updated 6-20-17

Guest Room Cleaning Checklist:

If you will be cleaning the guest room(s) yourself, please use this checklist to ensure that all required tasks are done before you return the keys. Please use the cleaning products in each room. Do NOT use other products. Incomplete cleaning, and/or damage to room furnishings, fixtures, walls, flooring, window coverings, etc. will result in the loss of all or part of your deposit. If the damage exceeds the deposit amount, the resident will be responsible for the difference to repair/replace the damaged item(s).

BATHROOM

_____ Toilet: bowl, tank, base and floor area around base, free of hair, stains and odors

_____ Tub/Shower: surround, tub, glass doors and fixtures, dry, free of hair, soap residue and stains

_____ Sink/Faucet & Vanity Top: free of hair, soap and toothpaste residue, and stains

_____ Vanity Doors & Sides: free of drips and stains

_____ Mirror: free of spots and streaks

_____ Floor: vacuumed and wiped free of hair and spills

MAIN ROOM AREA

_____ Wooden Furniture: wiped free of spills on outer surfaces and in drawers

_____ Sofa & Chairs: free of crumbs, dirt and spills

_____ Bed: bedspread clean and replaced on bed
mattresses/covers dry, clean and free of stains and odors

_____ Refrigerator: clean inside and out

_____ Coffee Maker: filter basket emptied, pot washed with soap, dried and replaced on coffee maker

_____ Carpets: vacuumed, stain and odor free

_____ Walls/Light Switches: wiped clean if needed

_____ Trash Cans emptied and returned to room

Thank you!

For office use only: Room #_____ Date inspected:_____ By:_____

Cleaning approved Yes / No If "No" please provide details: