



10075 S Dutchman Dr.
Apache Junction, AZ
85120

602-834-2028

BlossomRockResidents.com

Blossom Rock Flex Space Rental Agreement

The Dutch Community Center ("The Dutch") offers The Flex Space, an indoor event room, for the enjoyment of Blossom Rock property owners, guests, and visitors. This Flex Space Rental Agreement (the "Rental Agreement" or "Agreement") is made and executed as of the _____ day of _____, _____ (year), by and between the Blossom Rock Residential Association, Inc. ("BRRRA") and the Blossom Rock property owner requesting rental of The Flex Space (hereinafter referred to as "Flex Space Renter"). The "Event" is defined as the reserved date/time stipulated in this Agreement. Any exceptions or modifications to this Agreement will be considered on a case-by-case basis by the BRRRA.

Flex Space Renter agrees to the following:

1. Flex Space Renter: Flex Space reservation requests must be submitted online through Blossom Rock's resident website, BlossomRockResidents.com. No requests will be approved verbally (via phone or in person). Flex Space Renter must be at least twenty-one (21) years or older and a member in good standing with the BRRRA, for example, being current on assessment dues and clear of any outstanding compliance violations. A member who loses/rescinds/transfers his/her BRRRA membership privileges due to sale of his/her property, termination of tenant lease, etc., also concurrently and automatically voids his/her Flex Space rental privileges regardless of the existence of a signed Rental Agreement. Flex Space Renter must be present throughout the Event, including set-up and clean-up, until the last guest has vacated The Dutch's premises. Exception to the "Flex Space Renter must be present" provision will only be made if pre-approved in writing from the BRRRA. Use of The Dutch by anyone other than Blossom Rock residents is not permitted unless a Blossom Rock resident in good standing with the BRRRA sponsors the event and is present for the entirety of said event. Any violation of these policies or damage to the premises may result in the Flex Space Renter losing access privileges to The Dutch.
2. Flex Space and Rental Rates: The Flex Space reservations have a three (3) hour minimum for all events, at a \$25/hour rate. Reservations must include all necessary set-up and clean-up times. Reservations are available on the hour and in full hour increments. Events with up to ten (10) non-resident guests may utilize The Flex Space and community pool. The Flex Space Renter is required to maintain a ratio of one (1) adult per four (4) children (younger than fourteen (14) years old). Events with more than ten (10) non-resident guests will not include use of the community pool.
3. Rental Hours: Rental hours are based on space availability. Event clean-up must conclude by 9:00 p.m. and all guests must vacate the premises no later than The Dutch's then-current closing time, which is subject to change without prior notice (check BlossomRockResidents.com for current operating hours). There will be no exceptions. All set-up and break-down of The Flex Space are the responsibility of the Flex Space Renter. Reservations can be made online through the resident website, BlossomRockResidents.com.

4. Payment: Reservations may be made a maximum of two (2) months, or sixty (60) days, in advance of the Event. Reservations must be made a minimum of ten (10) days in advance of the Event. Rental Rates are subject to change without prior notice. BRRRA and Blossom Rock Community Assembly (BRCA) sponsored and authorized small gatherings of three (3) or more people are exempt from providing the Rental Fee or evidence of insurance for the reservation of The Flex Space at The Dutch. Per section 8.6 of this Agreement, Blossom Rock officially registered Clubs, Groups and Programs, they will be allowed complimentary Flex Space use for one (1) day per month, reserving up to six (6) months at a time. For additional days per week, BRRRA and/or BRCA Board of Directors approval will be needed and Flex Space Rental fees will apply. The BRRRA/BRCA reserve the right to require a roster of Club participants for Club-related reservations. BRRRA/BRCA and their Boards of Directors are exempt from guideline limitations.
5. Damages:
 - 5.1 Cleaning Damage: The BRRRA will complete a walk-through of The Flex Space at the first available time following the Event, with or without the Flex Space Renter, noting any existing damage and outlining the condition the area was left in following the Event. The BRRRA will notify the Flex Space Renter within seventy-two (72) hours following the Event if there is any damage or cleaning required to The Dutch premises and any costs associated with the damage and/or cleaning. Flex Space Renter will be billed for the costs to repair any damage and/or cleaning of The Dutch, and payment will be made to the BRRRA within thirty (30) days of receipt of invoice from the BRRRA.
 - 5.2 Damages/Losses: The Flex Space Renter will be responsible for any loss or damage to The Flex Space and/or equipment, including reasonable fees and costs of collection, including but not limited to attorney and collector's fees, should they be deemed necessary. The BRRRA/BRCA assume no responsibility for property brought into The Dutch's Flex Space by the Flex Space Renter.
6. Confirmation: A complete application will be considered if submitted at least ten (10) days prior to requested date for The Flex Space reservation. An application will not be approved until payment is received in full. Payment shall be made online by credit card at the time of submission of reservation requests. Notification of application status will be sent via email from the BRRRA and will serve as proof of reservation permit. Reserved dates may be subject to blackout or may be unavailable due to BRRRA/BRCA or The Dutch's events, maintenance requirements, etc.
7. Termination of Rental Agreement: The BRRRA reserves the right to cancel a Flex Space reservation at any time for just cause. If the reason for termination is the result of falsifying statement(s) in completing this Agreement or conducting the Event in a manner dangerous or damaging to property and persons, the full Rental Fee and additional fees may be applied. Should the Flex Space Renter wish to cancel, no refunds will be given. A Flex Space reservation may be rescheduled one (1) time, within three (3) months of the cancelled reservation date, only if requested at least five (5) business days prior to the scheduled Event and based upon availability. Please notify the BRRRA if you need to cancel or reschedule your reservation, by emailing BlossomRock@coherelife.com.
8. Restrictions: The following restrictions apply, in addition to all policies outlined in the separate [Blossom Rock Resident Access Pass Agreement](#):
 - 8.1 Total participants must not exceed the room capacity in compliance with fire regulations posted in the reservation chart of this Rental Agreement (Schedule A).
 - 8.2 The Dutch's kitchen is considered a catering kitchen only and, as such, cannot accommodate the cooking of food. It will accommodate warming carts only.

- 8.3 Portable cooking devices (i.e., gas stoves, gas burners, charcoal grills) are prohibited on The Dutch's property.
- 8.4 Illegal activities such as gambling, drugs, alcohol sales (without a license), etc., are prohibited.
- 8.5 No animals (other than officially registered service or support animals) are permitted in The Flex Space. Pets are not permitted; however, Blossom Rock complies with state and federal fair housing law. Publicity related to the rental of The Flex Space must not imply endorsement of the event by Blossom Rock's developer, BRRRA, BRCA, or any related entity (listed in section 9.1). All advertisements posted or distributed on the premises or within Blossom Rock, as well as all other promotional activities about the Event, must be approved in advance of the Event by the Blossom Rock Communications Manager.
- 8.6 The selling of goods and/or services, supporting the efforts of for-profit businesses, charging of admission fees and/or solicitation of donations are not allowed unless prior written approval has been obtained from the BRRRA and are done in strict compliance with all applicable laws. For Blossom Rock officially registered Clubs, Groups and Programs, they will be allowed complimentary Flex Space use for one (1) day per month, reserving up to six (6) months at a time. For additional days per week, BRRRA and/or BRCA Board of Directors approval will be needed and Flex Space Rental fees will apply.
- 8.7 Music and noise must remain controlled so as not to disturb other users of The Dutch, as well as surrounding homes/neighbors, and must comply with City of Apache Junction noise ordinances. If the Event is viewed in any way as "disturbing the peace," the Flex Space Renter will be asked to turn the music/noise level down. A member of the BRRRA, an Blossom Rock staff member, community member, or police officer can make this request. Live musicians, disc jockeys, sound equipment, and speakers must be confined to inside The Flex Space at The Dutch. All music must be turned off by 9:00 p.m.
- 8.8 The Dutch is a smoke-free area.
- 8.9 Bounce houses/inflatable units or similar items are not permitted on The Dutch's property.
- 8.10 Water guns, water balloons, etc. are prohibited on The Dutch's property.
9. Alcohol: If the Event will include alcohol in The Flex Space, the Flex Space Renter must use a licensed bartender to serve all alcohol during the scheduled Event. The BRRRA reserves the right to review all events on a case-by-case basis and, if applicable, may require Flex Space Renter to provide liquor liability insurance that meets BRRRA and City of Apache Junction requirements. This insurance certificate must be received no later than ten (10) business days in advance of the Event (exceptions will be considered on a case-by-case basis) or the Event may be cancelled without refund. If a bartender is on premises for the Event, the bartending service MUST be fully licensed to serve but not to sell alcohol during the event, server(s) must be fully trained, and the bartending service is required to provide liquor liability insurance meeting BRRRA and City of Apache Junction requirements. Please provide bartending service information, including name, address, phone number, and email address during the reservation process. Cash bars and the sale of alcoholic beverages of any type at or within The Dutch facilities are strictly prohibited.
- 9.1 Insurance Coverage: A certificate of insurance from the bartending service naming: Blossom Rock Community Assembly, Inc., Blossom Rock Residential Association, Inc., Blossom Rock Community Alliance, Inc., City of Apache Junction, Brookfield Blossom Rock LLC, Cohere Life, Inc., and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing, and the respective directors, officers, managers, trustees, trust

beneficiaries, agents, employees, and volunteers of each of the foregoing (collectively, the "Indemnitees"), as an additional insured on a primary non-contributory basis for all General Liability policies is required for any event where alcohol will be served along with evidence of a) General Liability coverage of at least two million (\$2 million) per occurrence*, b) Personal Injury and Advertising Injury of at least two million (\$2 million) per occurrence*, c) General Aggregate of at least two million (\$2 million)*, d) Liquor Liability coverage of at least one million (\$1 million), c) Waiver of Subrogation in favor of the Insureds, and d) Workers Compensation per Arizona statutory limits. *These limits may also be satisfied with one million (\$1 million) Commercial General Liability and one million (\$1 million) Umbrella/Excess coverage.

- 9.2 Special Duty Police Officer: A special-duty police officer for private functions may be required at the discretion of the BRRRA for any event where alcohol will be served. The BRRRA will notify Flex Space Renter if a special-duty police officer is required within five (5) business days of receipt of Flex Space Renter's application. Please review Section 10 (below), Special-Duty Officer Requirements, to read more about hiring a police officer or special-duty officer for private events.
10. Special-Duty Officer Requirements: The BRRRA reserves the right to require an unarmed special-duty police officer or officers, at the Flex Space Renter's expense, for private functions in which alcohol is to be served, amplified music or dancing is part of the activities, or as the BRRRA deems is prudent because of the nature of the activities planned for the Event. A special-duty officer (or officers, as needed) will be contracted for the duration of the private function including clean-up time. The BRRRA will notify Flex Space Renter if a special-duty police officer is required within five (5) business days prior to the Event (exceptions will be considered on a case-by-case basis). The Flex Space Renter may request the officer come in earlier provided notice to The Dutch is provided not less than five (5) days in advance of the Event and with the understanding that the Flex Space Renter will be responsible for any and all additional costs and liabilities.
11. Insurance Requirements: Renter's or Homeowner's Insurance containing General Liability coverage is required with the Blossom Rock Residential Association, Inc. (10100 E. Ray Road, Apache Junction, Arizona 85212) named as an additional insured. This insurance information MUST be submitted along with the online reservation request form.
12. Set-up: Setting up for decorations and arrangements must not commence any earlier than the date and time of the reserved hours for the Event. Furniture and equipment must remain in its designated area unless prior written consent has been obtained from the BRRRA. Other than items listed as room amenities, all kitchen equipment, banquet tables, chairs, linens, podiums, electrical equipment, and sound equipment are to be provided by the Flex Space Renter. The Flex Space Renter will be responsible for his/her "helpers" and will follow the decoration restrictions listed below:
 - Without exception, decorations must not be nailed, thumb tacked or stapled to woodwork, plaster walls, etc., nor shall extra-strength adhesive tape, such as packing tape or duct tape, be used on any surface.
 - Masking tape is never allowed on woodwork, masonry walls, vinyl fabrics or painted surfaces.
 - Decorations, especially free-flowing balloons, balloon arches, streamers, and table decorations must be kept clear of the ceiling. All free-flowing balloons must be tied to a weight to avoid reaching the ceiling.
 - Open flames (candles, tiki torches, fire bowls, etc.), other than candles on cakes or pastries, are prohibited at The Dutch's property.
13. Clean-up: Clean-up includes areas guests may have littered (i.e., restrooms, parking lot, planters, lobby, etc.) will be considered complete only under the following conditions:

- 13.1 All decorations are removed, and chairs and tables are stacked neatly in their original manner and designated area; room furniture and equipment are placed in their original positions with the help of onsite Ambassador staff.
- 13.2 Floors are cleaned (swept, mopped, if needed) until they are in their original or better condition. Cleaning supplies are located in the kitchen and under the kitchen sink. The Facility Renter may ask an Ambassador on duty for further assistance if needed.
- 13.3 All rubbish is properly contained and taken to the dumpster located in The Dutch parking lot. In addition, an empty trash bag must be installed into each emptied trash receptacle used by the Flex Space Renter. Trash bags will be provided by an Ambassador on duty.
- 13.4 Damaged equipment, furniture, etc. is to be reported to the BRRA via BlossomRock@coherelife.com within one (1) business day of the Event.
- 13.5 All rentals must be delivered by the date and time of the Event reservation and picked up at the conclusion of the Event reservation unless an alternative time has been pre-arranged with the BRRA.
- 13.6 Hiring of an BRRA-approved cleaning crew to clean The Flex Space after the Event may be arranged by the Flex Space Renter at Flex Space Renter's sole cost and liability.
- 13.7 The BRRA/BRCA is not responsible for personal items that may be lost or stolen before, during, or after the Event.
- 13.8 All tables and chairs belonging to The Dutch must be placed back to their original manner.
14. Unrestricted entry to inspect: Any BRRA, BRCA, or Blossom Rock staff member will have unrestricted access to The Flex Space at all times for the purpose of ensuring the agreed to and appropriate use of the rented space by the Flex Space Renter.
15. Penalties: Violation of any use or agreement provisions during the reservation time will result in an BRRA, BRCA, Blossom Rock staff member or designated security company closing down the Event and may result in the subsequent loss of all fees paid to date. In addition, reservation privileges may be suspended for up to one (1) calendar year from the date of the Event.
16. Indemnification: Flex Space Renter agrees to indemnify, defend and hold harmless the Blossom Rock Community Assembly, Inc., Blossom Rock Residential Association, Inc., Blossom Rock Community Alliance, Inc., Brookfield Residential, City of Apache Junction, Brookfield, Cohere Life, Inc., and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing, and the respective directors, officers, managers, members, shareholders, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing (collectively, the "Indemnitees"), for, from and against any and all injuries, suits, losses, claims, demands, judgments, liabilities, damages, cost, and expenses (including but not limited to court costs and reasonable attorneys' fees and expenses) sustained by or made or threatened against any one or more of the Indemnitees which result from or arise out of or in connection with the Event, the use of The Flex Space for the Event or failure to comply with the terms of this Agreement.
17. Parking: If you have an incident ("incident" means a situation that a reasonable and prudent person would deem extraordinary or appropriate to notify management, such as, but not limited to, an accident that results in bodily harm) occur at your Event, an incident form needs to be completed onsite on the day of the Event with the assistance of an Ambassador on duty or Blossom Rock staff member.
18. Notification of Incidents: If you have an incident ("incident" means a situation that a reasonable and prudent person

would deem extraordinary or appropriate to notify management, such as, but not limited to, an accident that results in bodily harm) occur at your Event, an incident form needs to be completed onsite on the day of the Event with the assistance of an Ambassador on duty or Blossom Rock staff member.

19. Delays: The BRRR/BRCA shall not be liable for any delays resulting from acts of God, terrorism, war, and actions by government or quasi-government entities, fire, explosion, communication disruptions, strikes, public health emergencies, or other events beyond the control of the BRRR/BRCA.
20. Construction: The Agreement shall be construed according to, and governed by, Arizona law.
21. Captions: Any paragraph titles or captions contained in this Agreement are for convenience and reference only and shall not be deemed a part of this Agreement.
22. Severability: If any provision of this Agreement shall be held invalid or unenforceable, it shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
23. Complete Agreement: This Agreement together with the schedule attached hereto, constitutes the complete and exclusive statement of the agreement between the parties concerning this matter. This Agreement supersedes all prior written and oral statements and no representation, statement, condition, or warranty not contained in this Agreement shall be binding on the parties or have any force or effect whatsoever. No amendment to this Agreement or Addendum shall be binding unless in writing and executed by each of the parties.
24. Acknowledgement: By completing the reservation process you are acknowledging that you have read through the Agreement and agree to all terms and conditions that have been presented and will adhere to all rules and regulations. You are also acknowledging that all terms in this contract are subject to change at the discretion of the BRRR/BRCA.

SCHEDULE A

Fees

The Dutch offers one (1) room for private rental by Blossom Rock property owners. Following is a brief description of those spaces, amenities, and applicable rental fees:

BLOSSOM ROCK FLEX SPACE	EQUIPMENT & AMENITIES	RENTAL RATE
The Blossom Rock Flex Space is designed specifically for meetings, presentations, and small gatherings. Approximately 392 SQ FT, the space can accommodate a maximum of 16 people.	Tables and chairs to accommodate setup needs; technology- ready wall mounted flat screen monitor; cable to connect laptop to monitor; complimentary wireless Internet; local phone line; catering kitchen access.	\$25/Hour (Minimum three (3) hours).

Revised date: 8/20/2025

Effective date: 8/20/2025