

# RENTAL CONTRACT OF SKY MOUNTAIN GOLF ESTATES CLUBHOUSE

The undersigned Owner ("Lessee"), by execution of this agreement, agrees to rent the Clubhouse amenity in the Sky Mountain Golf Estates ("Lessor") community for a special event on the terms and conditions contained herein.

Please check one of the following:

( ) Lessee is a member in good standing in one of the Sky Mountain Associations and is therefore permitted to use of the Clubhouse and **must be present on and during the rental until all invited guests leave the premises.** *The deposit of Two Hundred Dollars (\$200.00) and the use fee of Seventy Five Dollars (\$75.00) payable by check, cash or money order was paid by Lessee at the time of reservation as evidenced by:*

Amount (\$75.00) Check # \_\_\_\_\_, Amount (\$200.00) Check # \_\_\_\_\_.

*Two Hundred Dollars (\$200) of the deposit will be refundable if the Clubhouse is left in the same condition as it was prior to the event.*

( ) Use of the Clubhouse is for a special event sponsored by the Association at no charge.

( ) Lessee is a resident with Tax Exempt status at no charge. A document indicating tax exempt status must be presented at time of reservation.

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1. **Term.** It is understood that rental hours will be for a continuous **four (4) hour period.**  
**The pool and spa may not be used in conjunction with your event. The exercise room is excluded from rental.** Exercise room remains open for use by residents.

2. **Care of Property.** Lessee shall use the property in a careful and proper manner and shall comply with all applicable state, federal or municipal laws and regulations, and also shall comply with the policies and regulations of the Association pertaining to the use of the Clubhouse. An inspection of the Clubhouse will be conducted by the SMGE Office Manager immediately prior to the event date so that the condition of the Clubhouse, at the sole discretion of the SMGE HOA Office Manager, is a matter of record.

3. **Lawful Purpose.** Lessee agrees not to use or allow the Clubhouse to be used for any unlawful purpose. Lessee also agrees not to commit or allow to be committed any waste or nuisance in or about the Clubhouse, or subject the Clubhouse to any use that would damage the Clubhouse or raise or violate any insurance coverage maintained by the Association.

4. **Liability.** Lessee agrees to conduct its activities in the Clubhouse in a careful and safe manner. As a material part of the consideration to the Association, Lessee agrees to assume all risk of damage to and loss or theft of Lessee's property, damage to the Clubhouse, and injury or death to persons related to Lessee's use or occupancy of the Clubhouse in, upon, or about the Clubhouse from any cause, and Lessee waives all claims against Association. Lessee further agrees to indemnify and hold harmless the Association, the Association's Board of Trustees and Officers, the Office Manager, employees and the Owners, against all claims, suits liabilities, costs, damages and expenses, including reasonable attorney's fees, arising out of or in connection with: (i) Lessee's use or occupancy of the Clubhouse, or any activity or thing done, performed or suffered by Lessee, its agents, its employees, licensees, invitees or persons attending or participating in Lessee's activities in or about the Clubhouse; or, (ii) any loss, injury, death or damage to persons or the Clubhouse on or about the Clubhouse by reason of any act, omission or negligence of Lessee, or any of its agents, its contractors, its employees, licensees, or invitees; or, (iii) any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Agreement. Lessee's indemnity obligations will not extend to any liability to the extent caused by the negligence of the Association, its Owners, agents or employees.

5. **Cancellation.** Owner agrees to provide at least five (5) days **written notice for cancellation** to the SMGE Office Manager and understands that should this written notice not be provided as provided for above, the deposit described herein may not be refundable at the sole discretion of the Board of Trustees or Office Manager.

6. **Deposit.** As above indicated, Lessee is required to deposit with Lessor as security two hundred dollars (\$200.00), and the parties agree that such deposit shall be security for performance of Lessee's obligations under this Agreement. Such sum, at Lessor's option, may be applied to satisfy any obligation that may be in default without excusing Lessee from performance of any such obligation. Any portion of such sum that has not been so applied by Lessor will be returned to Lessee at the termination of this Agreement. All remedies, either under this Agreement or by law, shall be cumulative and not alternative.

7. **Alcohol.** Alcoholic beverages ( ) are ( ) are not permitted.

\_\_\_\_\_  
Office Manager's Signature

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*The undersigned owner acknowledges and agrees to comply with the Rules and Regulations governing the use of the clubhouse amenities and further agrees to take full responsibility and agrees to reimburse Sky Mountain Golf Estates HOA should any damages occur as a result of this event and/or on the part of any of the guests. The undersigned owner further acknowledges they have been informed of the following policy and penalty:*

***If a resident rents the clubhouse for a private event and during the course of their event, their security card is used to access the swimming pool area, or their guests enter the swimming pool area by other means, or their guests enter the exercise room, the \$200 deposit will automatically be forfeited whether or not any damage occurred as the result of this action. The resident will also incur a two week suspension of clubhouse and swimming pool privileges should their guests enter the pool area or exercise room during the hours of rental of the clubhouse.***

*I have read and acknowledge the above policy*

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

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RESERVATION DATE: \_\_\_\_\_ DATE OF EVENT: \_\_\_\_\_

TIME OF EVENT: FROM: \_\_\_\_\_ TO: \_\_\_\_\_ # OF GUESTS: \_\_\_\_\_

DESCRIPTION OF EVENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed this (day) \_\_\_\_ of (month) \_\_\_\_\_, (year) \_\_\_\_\_.

\_\_\_\_\_  
Lessee's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address/Phone

\_\_\_\_\_  
Office Manager's Signature

Note: All maintenance fees, assessments and penalties must be paid current in order to be eligible for rental privileges.

**(Revised 11-26-08)** Sky Mountain Golf Estates Clubhouse 985 N. 2600 West Hurricane, Utah 84737

435-635-7781 (office) 435-635-2163 (fax)

Penny R. Hartle-Office Manager