

RENTAL CONTRACT OF SKY MOUNTAIN GOLF ESTATES CLUBHOUSE

The undersigned Member ("Lessee"), by execution of this agreement, agrees to rent the Clubhouse only 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 three (3) conditions:

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 to be paid by Lessee at the time of reservation as evidenced by:

\$75.00 Use Fee: Check # _____ **AND** \$200.00 Deposit**: 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 and if all other rental stipulations are met. If the check is not picked up, or other arrangements made for retrieval, within 14 days of the event, the check will be shredded.*

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.

Please read and initial each item below to ensure full understanding, acknowledgement, and transparency on rules and regulations:

1. **Term.** It is understood that rental hours will be for a continuous **four (4) hour period**. The rental time may be extended to an additional 4-hour period at no extra charge if there are no conflicting events scheduled.

! 2. **Space Restrictions.** The pool and spa may **NOT** be used in conjunction with your event. The exercise room is also excluded from the rental. The pool and exercise room must remain open for use by residents.

3. **Privilege.** I understand I must personally be present throughout the event and acknowledge the event is either my personal event, or is an event on behalf of my child or grandchild. I will forfeit my \$200 deposit if these stipulations are not met. The privilege of renting the clubhouse is extended only to HOA members and may only be rented for use by the member, the member's immediate family or grandchild. The privilege of renting the clubhouse does not extend to other family relations such as uncles, aunts, nephews, nieces. The HOA member must be present throughout the event, and is held responsible for the conduct of the attendees, and the care of the room and its furnishings. Penalty for renting the clubhouse for use other than as described above will constitute grounds for forfeit of the \$200 deposit.

4. **Occupancy.** The number of people present in the clubhouse at the event must not exceed 108, as required by law.

5. **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.

6. **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.

7. **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.

8. **Cancellation.** Lessee agrees to provide at least five (5) days **written notice for cancellation** to the SMGE Office Manager and understands that if written notice is 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 Community Manager.

9. **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.

10. **Alcohol.** Alcoholic beverages will be present. **CHECK ONE: Yes** **No** If alcoholic beverages will be present, it is the sole responsibility and liability of the Lessee to ensure underage drinking is not permitted and to ensure they and/or their guests have alternate means of transportation should it be necessary due to consumption of alcohol. Member is solely liable for any damage or injury caused on or off premises by the consumption of alcohol at the event.

11. **Compliance with Rules and Regulations.** The Lessee 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 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 Lessee 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.

Date Reservation Was Made: _____ Date of Event: _____

Time of Event: Start: _____ End _____ # of Guests Expected: _____

Additional Set-up Date/Time Requested (subject to approval by the Community Manager): _____

DESCRIPTION OF EVENT:

Executed this (day) _____ of (month) _____, (year) _____

Lessee Signature

Print Name

Lessee Address and Phone

Community Manager's Signature

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

Sky Mountain Golf Estates Clubhouse, 985 N. 2600 W., Hurricane, Utah 84737
skymountainhoa@gmail.com 435-635-7781 Michelle Davis, Community Manager

Checklist of items that must be completed after the event:

(Please take the time to go through this list and ensure all items are completed.

Failure to do so may result in a deduction from your deposit. We hope you enjoyed the clubhouse.)

- If any damage or extra cleaning needs occur, contact the Community Manager so it can be addressed immediately with a note placed in the mail slot or email.**
- Turn off all lights and fireplace.**
- Vacuum/sweep the floors.**
- Clean the kitchen: wipe counter tops, front of cabinets if spills occurred, wipe out the oven if used, clean the sink, remove and dispose of food from the refrigerator/freezer.**
- Bag your garbage and place in the garbage can in the HOA pump room.**
- Clean off any tables/chairs that were used and return them to the storage room (Chair pads must all face the same way so all the chairs will fit on the racks.)**
- Check the bathrooms for any extraordinary use and clean if necessary. Be sure there are no diapers in the garbage.**
- Release the locking mechanism on the east doors (by the pool) and make sure the doors lock.**
- Return the storage room/pump room key through the mail slot by the office door.**