

# Hidden Valley Heights Owners Association Clubhouse Rental Agreement

The undersigned, \_\_\_\_\_, hereinafter referred to as renter, requests permission to rent and use the Hidden Valley Heights Owners Association Clubhouse. The undersigned is \_\_\_\_\_ an owner or \_\_\_\_\_ a tenant of real property in Hidden Valley Heights. The undersigned wishes to use the Clubhouse (or agrees to allow his tenant) to use the clubhouse under the following conditions.

Date: \_\_\_\_\_

Number of invitees: \_\_\_\_\_

(Including potential guests of invitees.)

Time: \_\_\_\_\_

Rules. The undersigned agrees to abide by the Hidden Valley Heights Owners Association Rule & Regulations as is currently published by the Owners Association. It is understood that a Member of the Board of Directors of the Hidden Valley Heights Owners Association, Inc., or a person designated by the Board, may inspect the Clubhouse including furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the undersigned. Any items not in good condition will be repaired or replaced as necessary. The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, the Hidden Valley Heights Owners Association shall have a lien against the unit owned by owner for payment of same, which lien may be collected in same manner as monthly assessments.

Hold harmless and indemnification. The undersigned hereby releases and shall hold harmless and indemnify the Hidden Valley Heights Owners Association property owners and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorneys fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Hidden Valley Heights Clubhouse by owner or owner's tenants or guests.

Tobacco and alcohol. The use of tobacco and alcohol are prohibited in the clubhouse and pool areas.

Utah host/liquor laws. Notwithstanding the above, the undersigned understands that under Utah law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

Condition of Clubhouse before and after. The undersigned agrees to inspect the Clubhouse prior to signing and to show the condition in the "Check-In Condition" column attached as Exhibit B to this agreement.

Attachments: Exhibit A – Check Sheet

(Both the owner and the tenant must sign if application is by a tenant.)

\_\_\_\_\_  
Hidden Valley Heights Owners Association

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of owner