

Scenic Oaks Property Owners Association
RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

In consideration of the use of the Scenic Oaks Property Owners' Association (SOPOA) facilities described as The Scenic Oaks Clubhouse (the "Facility") by _____ (User), the parties hereto agree as follows:

1. User agrees to **RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND** SOPOA, its officers, agents, representatives, employees, and Board of Directors from any claims, demands, accidents, theft, injury, damage to person or property, causes of action, at law or in equity, arising out of or by reason of use of the Facility, on or about, _____, (Including any injuries to User or User's my guests which may occur directly or indirectly from the use of such Facility). **THIS AGREEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS, DEMANDS, CAUSES OF ACTION AT LAW OR IN EQUITY, FOUNDED IN WHOLE OR IN PART UPON THE NEGLIGENCE OF SOPOA, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND BOARD OF DIRECTORS.**
2. User accepts facilities on an "As-Is" basis. User agrees to inspect the entire Facility (including parking lot, interior, exterior or any area that may be utilized) and correct/warn of any potential risk of harm to any individual visiting the Facility. User acknowledges all equipment and property at the Facility has inherent risks of injury and assumes all risks of personal injury, death or property damage associated with the use of the Facility. SOPOA makes no affirmative representations related to the quality/safety of the Facility. User accepts full responsibility for the personal safety of all guests using the Facility.
3. User will reimburse SOPOA for any damage caused to the Facility, or surrounding property, by User's agents, employees, guests, or invitees. User shall be liable to SOPOA for any and all damages to the Facility caused by User and/or guests.
4. All insurance coverage for User's agents, employees, guests, or invitees is the responsibility of User.
5. User agrees to conduct no activity which would result in damage to the premises, increase in any insurance premium, nuisance, or have any other negative impact on the facilities. SOPOA reserves the right to cancel User's license to use the Facility at any time for any reason.
6. Indemnification shall include all of SOPOA's costs of enforcing the terms of this document, including but not limited to attorney's fees and court costs.
7. User has reviewed and agrees to comply with the Rules of Use of the Facility.

EXECUTED this _____ day of _____, _____.

Signature: _____
Individually and as Representative for:

Printed Name: _____

Activity Type: _____

Address: _____

Phone No: _____

RULES FOR USE OF SOPOA BUILDING

1. The building may only be reserved for use by a member of Scenic Oaks Property Owner's Association. The member **MUST** be present during the entire time building is in use.
2. The member must be current on all dues and fees payable to the Association.
3. The building **MAY NOT** be used for Profit.

4. DEPOSITS & FEES REQUIRED: Two checks are required.

- a. Small Groups – 25 people or less (If alcohol is present/served refer Large Groups info.)
 - i. Use Fee = \$25
 - ii. Deposit = \$100.00
- b. Large Groups (26+ people) **AND** if any alcohol is to be present/served regardless of group size.
 - i. Use Fee = \$50
 - ii. Deposit = \$500

5. A cleaning checklist will be provided on the day of use.

- Cleaning supplies (mop, bucket, pine sol, etc.) are available at the building.
 - Trash **MUST** be taken with you. Do not put it in the Water Company container or the trash cans at the guard station.
6. Under no circumstances can anything be attached, glued or stapled to the walls or ceiling for the purpose of decorating or any other purpose.
 7. Anyone present at the building (***especially children***) **MUST** stay in the building or the patio. Running around the grounds and/or milling about the property is not permitted.
 - No one is allowed on the Water Company Property. Under no circumstances should anyone in your party be milling about the container bins, water facilities or building at the Water Company.
 8. The member must sign a Release, Hold Harmless and Indemnification Agreement (see attached) and the type of activity to be held in the building must be disclosed.
 9. **Any violation** of the Rules or Cleaning Checklist will result in the loss of your deposit.

Agreed to and accepted this _____ day of _____, 20____

Signature: _____
Individually and as Representative for:

Printed Name: _____

Address: _____

Phone No: _____

Date/Time of Use: _____