

THE VILLAGE AT UNIVERSITY HEIGHTS OWNERS ASSOCIATION

C/O Sterling Real Estate Management
323 S River Run Road #1
Flagstaff, AZ 86001
Phone: (928) 773-0690
info@sterlingrem.com

COMMUNITY ROOM RESERVATION APPLICATION

Resident Name (Print): _____ Homeowner
 Renter/Lessee

Lot / Unit #: _____ Address: _____

Phone #: _____ Email: _____

Unit Owner/Property Mgmt Company: _____

Event Date: _____ Setup Start Time: _____ Teardown End Time: _____

Guest Count: _____ Event Start Time: _____ Event End Time: _____

Description of Event: _____

PLEASE NOTE: Rental of the Community Room does **not** include the exclusive use of the exercise room. Use of the exercise room is open to The Village at University Heights Owners Association Members/Residents and their Guests, except for those functions that have prior Board of Directors approval (additional fees may apply for this request.)

FACILITIES & FEES:

- Administrative Fee \$ 50.00 (Non-Refundable)
- Reservation Fee and Cleaning Deposit \$200.00 (Refundable)*

Both such fees must be paid prior to reserve date.

Each of such fees shall be paid by separate check or money order.

- More than 15 guests
- Event is before/after business hours

User Signature: _____ Date: _____

FOR OFFICE USE ONLY

Deposit received: ___/___/___ Amount: _____ Check# _____ Facilitator Initials _____
Rental Fee includes: Total hours: _____ x Total hourly rate: _____ (this is all checked boxes does NOT include deposits)
Rental Fee received: ___/___/___ Amount: _____ Check# _____ Facilitator Initials _____
Amount: _____ Check# _____ Facilitator Initials _____
Pre Check _____ Post Check _____ (Facilitator initials required)
Check Request Form Completed: ___/___/___ Facilitator Initials _____
Changes Made: _____ Total Cost: _____ Facilitator Initials _____

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THE VILLAGE AT UNIVERSITY HEIGHTS COMMUNITY ROOM USE AGREEMENT

By signing this Agreement, the Member/Resident (the "User") signing below agrees with The Village at University Heights Owners Association (the "Association") to be bound by the following Terms, Conditions, and Rules of the Community Room Use Agreement:

I. TERMS AND CONDITIONS

- The Member/Resident shall be the User of the Community Room and shall be in attendance at all times at the event hosted.
- Administrative Fee and Reservation Fee and Cleaning Deposit are **due with the Application** to secure the rental date. The rental date will not be reserved until such checks are received.
- The User is allowed access to the Community Room one (1) hour prior to and one (1) hour after the scheduled event to setup/clean up at no additional cost.
- Maximum occupancy for events is 24 (twenty-four) persons.
- Community Room Administrative Fee and Reservation Fee and Cleaning Deposit are subject to change without notice. Current Fees can only be guaranteed after a signed Agreement and applicable Fees have been received.
- In the case where the amount of time used exceeds the original reservation application, additional Fees may be required and will be charged and due at the final walk through.
- The pre-event walk-through will take place on the day of the event or the day prior to the event (with advance notice). The Community Room will be inspected for any existing issues or defects and to review post-event cleanup procedures.
- Following the event, the Community Room shall be cleaned and all trash removed and shall be in satisfactory condition no more than one (1) hour after the event; except when an event is scheduled after Clubhouse business hours, in which case, the Facilities must be completely cleaned up at end of the time reserved.
- Reservation Fee and Cleaning Deposit(s) will be returned within two weeks following the event as long as the Facilities are cleaned in a manner satisfactory to Staff, requiring no additional clean-up, and there are no damages to the Facilities, furniture or equipment, as a result of the event. Otherwise the Reservation Fee and Cleaning Deposit shall be applied to the cost for any cleaning and/or repairs which shall be the sole responsibility of the User who executed this Community Room Use Agreement. The Board of Directors reserves the right to charge and invoice the User for the cost of cleaning and/or of repairing damage and loss in excess of the Reservation Fee and Cleaning Deposit.
- Alcoholic beverages are **not** permitted to be sold, served or consumed within the Community Room.

- Kitchen appliances are to be used for warming only, not for full preparation of food. The microwave must be cleaned if used.
- The User is to supply their own cleaning supplies including large trash bags, paper towels, and soap.
- Any and all decorations must be reviewed by the Staff at the pre-event walk-through. All event decorations must be self-standing or be able to be affixed by tying. Nothing is to be attached to the ceiling, lights or any of the fixtures. No nails, tacks, staples or adhesives are to be used on the Clubhouse walls, wood or wood trim. No glitter is to be used.
- No soap, paint, or any other materials are to be placed on the glass windows.
- Music, instruments and other appliances or equipment will not be played or operated in a manner to constitute a disturbance to adjacent property owners as determined by the Staff.
- Smoking within the Community Clubhouse is prohibited.
- Personal property left on site after the event will be held for a period of three (3) days and will be considered abandoned if not picked up within that time period.
- User shall not keep or have in the Facilities any article or item of a dangerous, flammable or explosive nature that might increase the danger of fire on the Community Clubhouse premises or that might be considered hazardous.
- No firearms are allowed within the Community Clubhouse.
- The Community Room is not permitted to be used for any commercial, for-profit business, religious or political activities unless pre-approved by the Board of Directors. The Board of Directors reserves the right to decline rental of the Community Room to any group or organization.
- The Board of Directors and/or their assigned agents reserve the right at all reasonable times to enter the Community Clubhouse for the purpose of inspecting the premises, Community Room and improvements thereon.
- Child/Teen Supervision & Care:
 - Child care is not provided by the Association or its Staff.
 - All children are to be monitored during the scheduled event.
 - A responsible adult is to be named for the care and supervision of children.
 - Children/teens are restricted to the areas rented for the event. The exercise room is NOT included in this Use Agreement.
 - Children/teens are not allowed to climb any walls or fences.

II. WAIVER OF LIABILITY, INDEMNIFICATION AND RELEASE

In consideration of the Association allowing the undersigned to use the Community Room Facilities in accordance with this Agreement, the undersigned, on behalf of itself and its agents, representatives, successors, and assigns, hereby (i) releases and covenants not to sue or to cause others to sue The Village at University Heights Owners Association and its directors, officers, managers, members, partners,

counsel, affiliates, agents, representatives, successors, heirs and assigns (together, the "Releasees"), or any one or more of them, and (ii) indemnifies and agrees to hold the Releasees, or any one or more of them, harmless from and against, in each case, any and all claims, actions, causes of action, suits, sums of money, accounts, covenants, contracts, agreements, representations, warranties, damages, injuries, disabilities, death, liabilities and demands whatsoever, in law, equity, arbitration, administrative proceeding or otherwise, whether known or unknown, contingent or fixed, liquidated or unliquidated, which the undersigned or any person or entity, individually, collectively or otherwise ever had, now have or hereafter may have for, upon or by reason of any act, omission, transaction, matter, cause, commission, or thing, arising out of, in connection with or relating to the use of the Community Room Facilities in accordance with this Agreement.

The undersigned understands and agrees that this Waiver of Liability, Indemnification and Release shall remain in effect after my use of the Community Room Facilities.

The undersigned agrees to indemnify and hold harmless the Association from and against all costs, expenses and reasonable attorneys' fees incurred by The Village at University Heights Owners Association in enforcing the terms of this Agreement.

This Agreement shall be subject to and governed by the substantive laws of the State of Arizona.

Signature of User: _____ Date: _____