

SUNPEAK HOMEOWNER'S ASSOCIATION

1950 Bear Hollow Drive

Park City, UT 84098

PHONE 435.655.8365

sunpeakpc@gmail.com

APPLICATION AND AGREEMENT FOR GROUP POOL USE

Please fill out all information below and return to Sun Peak using the contact information shown above for a **group of more than 10 guests but less than 25** brought to the pool or for any type of "party" in the pool area. Only the pool area and the restrooms in the lower level are to be used during a group pool function. Using the upper level of the clubhouse is not allowed with this type of function where the \$75 cleaning fee applies.

Date of Pool Use: _____ Purpose: _____

Hour Function Begins: _____ Hour Function Ends: _____

Number of People expected to Attend: _____

Name of Host Who Will Be on Site at all Times During Pool Use Period: _____

Please read the pool use rules listed below:

1. The use of the pool area will be denied to any resident whose purpose is judged to be illegal or unlawful by the property manager.
2. Only residents in good standing – i.e. those whose dues, rental fees and/or assessment have been paid in full; and whose previous clubhouse rentals have not violated rental agreement guidelines - may use the clubhouse amenities.
3. Pool use functions must be held between 10 a.m. and 9 p.m.
4. Only adults 21 years of age or older may apply for pool use.
5. Pool use is limited to one household per property. Property renters may rent the clubhouse only if property owners have signed a "Release of Amenities Privileges" releasing their amenities privileges to their tenants.
6. Other Sun Peak residents will be allowed to use the pool during the pool use.
7. In some cases, more than one group may apply for pool use privileges at a time.
8. CLEANING AFTER USE: The pool area will be cleared of all clutter, trash and debris.
9. The renter understands and agrees that guest vehicle parking will be limited to the available area. Proper guest vehicle parking is the responsibility of renter.
10. The renter agrees to hold the Sun Peak Master Homeowners Association and the property manager free and harmless of and from all injuries that may be sustained by renter or any of renter's guest(s), including the payment of any attorney's fees reasonably incurred in defending any action brought by renter or a guest. It is hereby agreed by each of the parties hereto that in the event any litigation should arise between these parties regarding any term, condition, or covenant herein contained, or the performance thereof, that the unsuccessful litigant shall pay all attorney's fees reasonable incurred by the successful litigant.

11. Group pool users who violate the above stated rules or are found to have misused the facility in any way may forfeit their rental privileges in the future.
12. Pool Group Use Fee: \$75

I have read and agree to the rules and regulations stated above. I agree to adhere to the rules and guidelines of the Sun Peak HOA. I also understand that failure to comply with the policies of this agreement and the declaration of the community may necessitate forfeiture of any future rental privileges. In signing this document, I understand that I may only use the pool for an event at which I will attend as a host. Furthermore, I agree to remain onsite at all times during use, including any period of preparation and/or cleanup, and agree to accept responsibility for the actions of all guests during the hours of use.

Resident's Name _____

Signature: _____

Address: _____

Email: _____

Phone #: _____