

SUNPEAK HOMEOWNER'S ASSOCIATION
1950 Bear Hollow Drive
Park City, UT 84098
(435) 655-8365
sunpeakpc@gmail.com
1950 Bear Hollow Drive
Park City, UT 84098

APPLICATION AND AGREEMENT FOR THE EXCLUSIVE USE OR RENTAL OF THE UPPER LEVEL OF THE SUNPEAK CLUBHOUSE

Please fill out all information below and return to the property manager at the address shown above.

Date of Rental: _____ 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 Rental Period: _____

Rental Fee with Kitchen Use - \$300

Or, if amplified music (band or DJ) is used the rental fee is \$400

Rental Fee without Kitchen Use - \$200

Security Deposit - \$200 (Write a separate check to Sun Peak HOA)

Or, if amplified music (band or DJ) is used the security deposit is \$300

Please read the clubhouse use rules listed below:

1. The use of the clubhouse 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 rent the clubhouse.
3. Only adults 21 years of age or older
4. Clubhouse rental 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.
5. Applicants may only rent the clubhouse for events at which they agree to serve as hosts. As hosts, applicants agree to be onsite at all times during rental, including any period of decorating and/or cleanup. Applicants agree to accept responsibility for the actions of all guests during the hours of use.
6. The renter has exclusive use of the upper level and deck (including the grill) of the clubhouse. When the swimming pool is in operation, SunPeak residents will be allowed to use the pool and the bathroom facilities downstairs during the rental.
7. Management reserves the right to refuse for cause a reservation at any time. The facilities may not be used for money-making purposes.

8. Damages will be deducted from the security deposit to repair or replace damaged property. If the deposit is insufficient to cover damages and/or cleaning costs, the resident will be billed directly. The security deposit is to cover both damages to the building and inventory, along with ensuring that all areas used can be cleaned with the funds provided.
9. Use of the clubhouse does not constitute endorsement by the HOA.
10. Reservations will be made on a first come first serve basis (up to three times for the same resident and then as available) with a written application at least two weeks prior to the rental, accompanied by the rental fees and security deposit.
11. **CLEANING AFTER USE:** The clubhouse will be cleared of all clutter, trash and debris. All counters will be wiped clean, dirty dishes loaded into the dishwasher, and dishwasher started. Furniture will be replaced to its original location. Trash will be deposited in the outdoor trash can enclosure. These cleaning requirements will be completed before departing the premises the evening of the rental or before 8 a.m. the following morning.
12. Decorations must not permanently damage the building in any way. All decorations must be removed prior to departing the premises when the function is over. Confetti is not allowed. Nothing shall be taped, nailed or affixed to the walls.
13. Smoking is prohibited in the clubhouse.
14. The maximum occupancy of the building is 99 people inside. The applicant will ensure that no more than 99 people are inside during the rental function.
15. 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.
16. Alcoholic beverages may not be sold. The renter is responsible for reviewing and understanding state and county Alcoholic Beverage Control laws and ordinances that may apply to use of alcohol at this function. Alcoholic beverages will not be permitted outside the clubhouse and fenced-in area.
17. Pets will not be permitted in the clubhouse.
18. 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.
19. The premises shall be cleaned, vacated and secured no later than 12 midnight on Friday and Saturday nights and 11 p.m. Sunday through Thursday night. The renter must check all doors and windows to make sure they are all secured.
20. Renters 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.

I have read and agree to the rules and regulations stated above. I also 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 will necessitate forfeiture of my security deposit and may result in cancellation of rental privileges. In signing this document, I understand that I may only rent the clubhouse for an event at which I will attend as a host. Furthermore, I agree to remain onsite at all times during rental, including any period of decorating 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 #: _____