

APPLICATION & AGREEMENT

FOR THE EXCLUSIVE USE / RENTAL OF THE BEAR HOLLOW VILLAGE CLUBHOUSE LOUNGE AREA

This form can be delivered in person or mailed to the Clubhouse Manager with payment.

Jennifer Booth / K&K Property Management

345 W 600 S Ste 116 | Heber, UT 84032

Phone: 435.200.4713

Please fill out all information below and return to	K&K Property Management at the address shown above	•	
Date of Requested Rental:	Start Time: End Time:		
Please explain the intended use of the facility:			
Number of Expected Guests:			
Name of host of the event:			
*Host must be on site at all times during rental period			
Rental Fee:	Security Deposit:		
Standard Event \$100	Standard Event \$100		
Event w/amplified music (band or DJ) \$3	00 Event w/amplified music (band or DJ) \$300		
Please write two separate checks to Bear Hollow Village HOA.			

Please read the Clubhouse Rental / Use Rules listed below: ALL CLUBHOUSE POLICY RULES AND REGULATIONS MUST ALSO BE ADHERED TO.

- 1. Reservations will be made on a first come first serve basis (up to two times per year per Unit / Owner and then as available) with a written application at least two weeks prior to the rental, accompanied by the rental fees and security deposit.
- 2. The use of the Clubhouse will be denied to any Owner whose purpose is judged to be illegal or unlawful by the Clubhouse Manager.
- 3. Only Unit Owners in good standing i.e., those whose dues, rental fees and/or assessments have been paid in full; and whose previous clubhouse rentals have not violated rental agreement guidelines may rent the clubhouse.
- 4. 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.

- 5. The Renter will have exclusive use of the Lounge area of the Clubhouse. When the swimming pool / hot tub are in operation, Bear Hollow Village residents will be allowed to use the pool, hot tub and the bathroom / changing room facilities during the rental period.
- 6. Management reserves the right to refuse for cause a rental reservation at any time.
- 7. Damages to the Clubhouse or any contents thereof 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 Owner 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.
- 8. Use of the Clubhouse does not constitute endorsement of the event/ rental purpose by the BHVHOA.
- 9. 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.
- 10. 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 or ceilings.
- 11. Smoking is prohibited in the Clubhouse.
- 12. The maximum occupancy of the building is 50 people. The Host will ensure that no more than 50 people are inside the premises during the rental function.
- 13. 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.
- 14. 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 or within the fenced-in area.
- 15. Pets will not be permitted in the Clubhouse.
- 16. The renter agrees to hold the Bear Hollow Village Homeowners Association and the Clubhouse Manager free and harmless of and from all injuries which 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.
- 17. The premises shall be cleaned, vacated and secured no later than 10 PM MST. The renter must check all doors and windows to make sure they are all secured.
- 18. 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.

AGREEMENT

I have read and agree to the rules and regulations stated herein. I also agree to adhere to the rules and guidelines of the BHV 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.

Owner's Name:	
Signature:	
Date:	
Bear Hollow Unit #:	
Mailing Address:	
Telephone #:	
Email Address:	

Signature:

Bear Hollow Village Clubhouse Manager / HOA Trustee / Designee

Printed Name:

Date: