

SUNRISE VILLAGE ASSOCIATION
LODGE FACILITY POLICY AND USE AGREEMENT

This **FACILITY USE AGREEMENT** is made on _____, between _____,
whose address is _____ and whose telephone number
is _____ and email is _____ (**Collectively, "Member"**)
and Sunrise Village Homeowners' Association, whose address is 19560 Sunshine Way, Bend, OR 97702,
(**"Association"**).

1. **Use of Facility:** Association grants to member the right to use the following facility at 19560 Sunshine Way, Bend OR 97702 at the time and for the purpose specified below:

Facility: Sunrise Village Lodge. Please note: Use of spa and pool are **NOT** included in lodge rental.

Date: _____

Time: _____

Event: _____

Attendees (NOT to exceed 60 per fire marshall): _____

2. **Use Fee and Deposit:** Upon execution of this agreement, member shall pay to the Sunrise Homeowners' Association the following:

<u>\$100.00</u>	Use Fee, <u>separate check</u> made to Sunrise Village Association
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<u>\$ 75.00</u>	Clean Fee/Security Deposit, separate check made to Sunrise Village Association
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Upon receipt of this filled-out user agreement, user fee check and clean fee/security deposit check, member will be contacted via email by the managing agent to reconfirm reservation and supply Lodge access code.

The Use Fee is non-refundable. The Clean Fee/Security Deposit will be destroyed within 15 days after the event or completion of any necessary cleaning and repair work performed, **OR** the Clean Fee/Security Deposit in part or whole, will be forfeited as cleaning expenses or for any violation of this agreement. Such forfeiture will be determined by the managing agent. There may be a small charge levied for excessive trash.

In the event any damage or violation to the Lodge property exceeds the \$75.00 cleaning and security deposit fee, the balance will be assessed to you by Sunrise Village Association. Improper use of the facility or non-payment of fees assessed may result in a loss of future usage of the Lodge.

3. Responsibilities of Member:

The Sunrise Village Lodge is available for use between 7 am and 11 pm.

All property of the Lodge, i.e., tables and chairs, is not available for use outside of the Lodge.

The Lodge is for the private, non-commercial use of members and their guests. Events that are advertised or open to the general public and/or require the participants to pay are not allowed.

Use by a member or small groups of members and guests for artistic, social, charitable or other non-commercial purposes may be permitted by the manager without charge when the Lodge is not in demand if the group is no larger than 12, and the use will not cause undue wear and tear, damage or expense to the facility or association.

All groups larger than 12 members including guests will be required to pay the lodge use fee.

Pets are prohibited from the Lodge except for those specially trained in the assistance of humans (example: seeing-eye dogs).

To ensure that the Lodge facility is returned to its original condition, please use the attached checklist to insure all items have been taken care of properly.

If member fails to do the above items, the Sunrise Village Association may cause such work to be done at member's expense. Member shall obey all laws and not permit any noise or other activities that may disturb residents of the neighborhood. In addition, member and member's guests shall comply with any other rules and regulations of the association pertaining to use of the facilities as may be attached to this agreement.

- 4. Assumption of Risk:** The Sunrise Village Lodge facility is provided by the Sunrise Village Association on an "as-is" basis. Member agrees to assume all risk of injury, loss, or damage to member or to any persons, goods, materials or property arising out of or in connection with use of the facility pursuant to this agreement.

- 5. Responsibility for Damage:** Member agrees to be financially responsible for any and all damages to the facility and their contents, or for any loss through theft, occurring during or in any way related to use of the facility pursuant to this agreement, including, without limitations, any breakage or loss of kitchenware or equipment. Member agrees to promptly notify the Sunrise Village managing agent of any damage or loss that occurs during your use of the facility.

- 6. Indemnification:** Member agrees to indemnify, hold harmless, and defend the Sunrise Village Association and its officers, managing agents, committee members, employees and directors, from and against any claims, suits, costs, loss, damage, liability, or expense (including, without limitation, attorney's fees) caused or contributed to by any act or omission (negligent or otherwise) of the Sunrise Village Association, its agents, or employees. **If alcohol is served by member, member shall monitor consumption by guests and prevent guests who are intoxicated from driving.**

7. **Obligations, Joint and Several:** If member consists of more than one person, the obligations of each such person shall be joint and several.
8. **Attorney Fees:** In the event of any litigation or arbitration concerning this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees and court or arbitration costs, at trial, on appeal and on any petition or review.
9. **Rights Personal:** The rights granted to member under this agreement are personal to member and may not be assigned by member.

Member _____

Check #: _____ Amount Paid: _____

Managing Agent: _____

Date: _____

Date confirmed: _____

Lodge code provided to homeowner: _____

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CHECK LIST

- All trash at Lodge and outside of Lodge has been removed.
- Tables and chairs are properly stored in store room—in original location and order.
- Tape and push pins (if used) have been removed from windows, ceiling, walls, doors, etc.
- Glass doors to be cleaned with glass cleaner if needed.
- Wastebaskets have been emptied. New liners have been installed.
- Trash bags have been put outside in garbage cans. Do NOT put pizza boxes in recycling.
- Countertops and tables have been wiped down and are clean.
- The stovetop, microwave, oven and refrigerator are clean.
- All food has been removed from the refrigerator and lodge.
- Kitchen floor has been mopped.
- Carpet has been vacuumed.
- Thermostat has been adjusted.
- Gas fireplace has been turned off.
- Windows are locked.
- Lights are all turned off.
- Lodge door is locked, and key has been replaced in the lock box.