**SUNCREST VILLAGE CONDOMINIUM ASSOCIATION**

 **CLUBHOUSE USE AND RESERVATION AGREEMENT**

 This policy sets forth the terms under which owners of residential units and their tenants may reserve the clubhouse for personal use (to the temporary exclusion of other unit owners and tenants). The only facility available for such personal use is the clubhouse. Neither the exercise facilities, the clubhouse restrooms, nor pool area are available for reservation or restricted personal use.

 Further, the clubhouse may be reserved for personal use only under the following terms, and only after normal business hours. Generally, this means that the clubhouse may not be reserved for personal use on any weekday until after 5:30 p.m. (ending at 12:30 a.m.), or on Saturday until after 12:30 p.m. (ending at 1:00 a.m.) It shall be at the discretion of the management to determine the availability of the clubhouse for restricted personal use.

The undersigned resident hereby agrees to the following:

1. Resident agrees with Suncrest Village Condominium Association to be solely responsible and liable for any and all damage to the clubhouse at Suncrest Village.
2. Resident agrees with Suncrest Village Condominium Association to be responsible and liable for the actions of themselves and their guests in every way.
3. Resident agrees with Suncrest Village Condominium Association not to involve themselves in any action that may disturb another resident. Resident agrees that there shall be no loud music, noise, or disturbances permitted while using the recreational facilities at Suncrest Village. Resident will also be liable for any and all injuries to themselves and their guests.
4. Resident agrees with Suncrest Village Condominium Association not to have any alcoholic beverages of any kind on the premises.
5. Resident agrees with Suncrest Village Condominium Association that the recreational facility at Suncrest Village must be reserved in advance, and resident must submit a security deposit in the amount of one hundred and fifty ($150.00) dollars, as well as a non-refundable use fee of fifty ($50.00). The security deposit will be returned or retained at the discretion of management.
6. Resident agrees with Suncrest Village Condominium Association that the security deposit can be refunded only if there is no damage and the resident completed all cleaning requirements of the Suncrest Village clubhouse and pool area (a general list of cleaning requirements will be provided upon receipt of the foregoing security deposit and use fee).
7. Resident agrees with Suncrest Village Condominium Association to exercise good judgment in order to insure pleasure, enjoyment, and safety to others and the property.
8. Resident agrees to pay for any damage of any kind to the building, furnishings, or pool that exceed the amount of the foregoing security deposit.

The undersigned USES THESE FACILITIES AT THEIR OWN RISK AND DO FOREVER RELEASE, DISCHARGE, AND ACQUIT THE SUNCREST VILLAGE CONDOMINIUM ASSOCIATION AND THE SUNCREST VILLAGE TOWNHOME ASSOCIATION FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY AND CAUSES OF ACTION AS A RESULT OF ANY LOSSES OR INJURIES ARISING FROM THE USE OF THESE FACILITIES. THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY SUNCREST VILLAGE CONDOMINIUM ASSOCIATION, THE SUNCREST VILLAGE TOWNHOMW ASSOCIATION- AND ANY INDIVIDUALS RELATED THERETO FOR ANY CLAIMS THAT ARISE FROM SUCH EVENTS.

Resident(s) Signature(s): Unit #: Date:

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SCVCA Signature: Date:

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$\_\_\_\_\_\_\_\_\_\_\_Deposit Paid \_\_\_\_\_Cash \_\_\_\_\_Check (\_\_\_\_\_Ck. #)