

GARDEN PARK:

Security Deposit: _____ Fee: _____
 Amount Paid: _____ Date: _____
 Amount Due: _____ Date: _____

Name: _____
 Date of Rental: _____
 Type of Event: _____
 Reservation Time: _____ to _____
 Number of Guests (100 limit): _____
 Alternate Contact Name: _____
 Alcohol: Yes / No Vendors: Yes / No

GARDEN PARK CLUBHOUSE

Facility Rental/Use Agreement

11150 S. TYDEMAN WAY - SOUTH JORDAN – UT 84009

FOR RESERVATIONS/QUESTIONS: 801-253-1037 or

GPCLUBHOUSE@CCMCNET.COM

This Facility Rental/Use Agreement (the “Agreement”) shall be governed by the following terms and conditions. By signing below, _____, (the “Contracting Party”) and the Garden Park Village Association, Inc. (the “Association”) mutually agree as follows:

1. **Reservations.** Reservations may be made no earlier than five (5) months and no later than two (2) weeks prior to reservation date unless otherwise determined by the Association. The reservation shall be used only for the purposes of the Contracting Party. The reservation may not be assigned, transferred, sublet, or permitted to be used by any party other than the Contracting Party. Use is subject to and conditioned upon the provisions of this agreement and all rules and regulations of Garden Park Clubhouse. The user will comply with any and all government statutes, regulations, and ordinances including all requirements relating to fire prevention and safety. The facilities may not be used for commercial purposes. Reservations may be made between the hours of 8:00 AM and 10:00 PM. The reservation time includes set up and cleanup and is the time the Contracting Party may enter the building. If the contracting party arrives early or stays late, they will be charged accordingly.

2. **Rental Area & Amenities.** The rental area includes the (1) event hall, (2) kitchen, and (3) courtyard (the “Rental Area”). The Rental Area is the only permissible area for use under this Agreement and guests are not permitted elsewhere in the clubhouse, including the lobby area, except for entry to the event hall or for bathroom access. The clubhouse is equipped with nine (9) circular tables (5' wide), three (3) rectangular tables (6' x 30”), and seventy (70) chairs for the use of the Contracting Party’s indoor use only. Tables and chairs or other objects or amenities may not block any exits to or from the building. It is the Contracting Party’s responsibility to set up and take down the table and chairs for their event.

3. **Payment.** The Contracting Party must pay the full rental fee and provide a valid credit card to the Association prior to the start of the reservation. Such payment may be subject to applicable merchant service charges and the Contracting Party expressly agrees to pay for these charges. The Contracting Party expressly agrees that they may be charged for additional hours, damages, or any other charges authorized by this Agreement. _____ (*INITIALS)

4. **Rate and Deposit.** Reservations are subject to the following rates and deposit terms: (*check the most applicable)

☐ **Garden Park Village Resident:** Residents of the Association shall be required to pay a \$100.00 security deposit and an initial monitoring fee of \$60.00, entitling the Contracting Party to three hours of exclusive use of the Rental Area. Each additional hour will incur additional monitoring fees in the amount of \$20.00 per hour, subject to a five hour maximum for the total reservation. Resident will have to pay Non-Resident rate if going beyond five hours.

☐ **Non-Garden Park Village Resident:** Non-residents of the Association shall pay a \$500.00 security deposit and an initial fee of \$360.00, entitling the Contracting Party to three hours of exclusive use of the Rental Area. Each additional hour will incur additional fees in the amount of \$120.00 per hour.

☐ **Wedding:** For any reservation that is used as part of a wedding celebration, the Contracting Party shall pay a \$500.00 security deposit and an initial fee of \$1,200.00, entitling the Contracting Party to ten hours of exclusive use of the Rental Area. Each additional hour will incur additional fees in the amount of \$120.00 per hour. Garden Park Village Residents may make wedding reservations for their own personal wedding **only** upon the same terms detailed herein, but at a reduced initial fee of \$600.00 for five hours of exclusive use of the Rental Area, with each additional hour thereafter at \$120.00 per hour.

Additional time will be charged in one-hour increments at the applicable rates listed above. All deposits shall be due at signing and paid in addition to any other payment(s) required under this Section. If Contracting Party arrives early or stays late, they will be charged a penalty of \$50 for Garden Park Residents and \$120 for Non-Garden Park Residents.

5. **Cancellations.** Cancellations must be submitted in writing via email or letter to the Association at the clubhouse office located at 11150 S. Tydeman Way, South Jordan, Utah 84009. Cancellations received prior to ten (10) days before the date of the reservation shall receive a full refund of all rental fees paid – merchant service charges are not refundable. Cancellations received within ten (10) days from the date of the reservation shall forfeit all rental fees paid.

6. **Attendant.** An Association attendant will be present at the clubhouse during the entirety of the reserved time. The Contracting Resident shall check-in and check-out with the attendant and communicate any issues or questions with the attendant throughout the event.
7. **Decorations.** Decorations may only be hung with poster putty products, painter's tape, 3M command strips, or similar products that will not cause stripping or other damage. Scotch tape, masking tape, duct tape, nails, staples, tacks, silly string, air horns, sparklers, fireworks, glitter, confetti, bird seed, and rice are specifically and expressly prohibited. Any candles that are not being used on a birthday cake must be flameless candles. No decorations may be hung from or attached to the lighting, AC ducts, or in the outdoor plants, trees, light poles, signs, railings, fixtures, or otherwise. Bounce houses and Dutch oven cooking are prohibited.
8. **Vendors.** If the Contracting Party hires or uses any vendor to help with or conduct any part of the event which is the purpose of the reservation, the Contracting Party shall furnish contact information for the vendor to include: (1) the vendor name, (2) the vendor's valid phone number, (3) the vendor's valid email, and (4) the vendor's valid business address.
9. **Smoking.** No smoking is permitted inside the premises or within 20 feet of the clubhouse or any adjoining recreation areas.
10. **Alcohol.** Alcohol may not be sold on the Premises. Notwithstanding, alcohol may be served only by a professional bartending service or self-served after providing liquor liability insurance of at least \$500,000.00. If any alcohol is served or brought onto the premises, Contracting Party shall provide, at their own expense, an insured, professional security guard of their choosing.
11. **Indemnification.** Contracting Party reserves the clubhouse at their own risk and agrees to indemnify and hold harmless the Association, its agents, servants, employees, and all other members of the Association for and from any and all damage, injury, or loss to person or property resulting from, stemming from, or in any way connected to the reservation contemplated in this Agreement. In the event such a claim is asserted against the Association, the Association shall promptly notify the Contracting Party and the Contracting Party shall defend at their own expense any suit or legal action based on such claim. Further, the Contracting Party shall pay for all judgments, costs, attorney fees, and expenses incurred therewith, including the costs of defense.
12. **Association Rules and Covenants.** The Contracting Party and all guests, vendors, tenants, residents, and invitees shall abide by all of the covenants, restrictions, rules and, regulations under the Association's governing documents.
13. **Damage to Facility.** Any damages discovered after the end of the reservation time shall be a charge against the Contracting Party. Any damage the Contracting Party reports to the Association attendant and documented as pre-existing prior to check-in and the beginning of the reservation shall not be a charge against the Contracting Party. Costs for damages shall be at the rate listed in the "Damage and Fee List" posted by the Association, if applicable, or the actual cost of replacement.
14. **Cleanup.** The Contracting Party is responsible for returning the clubhouse and all facilities reserved and amenities reserved to their original and clean condition after the event. A cleaning list will be available at your event and the Contracting Party will be required to check-out at the end of the reservation with the cleaning list completed in its entirety. All tables and chairs used, if any, must be returned to the north storage room. Prior to the end of the reservation time listed on this Agreement, all rented facilities must be emptied of all material, products, decorations, and trash brought in, or created by the Contracting Party, guests, residents, vendors or any other invitee.
15. **Enforcement.** If the Contracting Party at any time violates or refuses to comply with any of the terms and conditions of this agreement, the Association may immediately terminate this Agreement and retain all rental fees paid. In addition, the Association may seek recovery of any additional amounts owing under this Agreement by any legal means. The Association may use any and all of these enforcement remedies cumulatively and waiver of any remedy does not constitute a waiver of any other remedy.
16. **Attorney Fees and Costs.** If either party seeks to enforce the terms and conditions of this Agreement, the prevailing party shall be awarded its reasonable attorney fees and costs.

BY SIGNING BELOW, THE CONTRACTING RESIDENT AGREES TO ABIDE BY ALL TERMS AND CONDITIONS, RULES AND REGULATIONS OUTLINED IN THIS AGREEMENT. THE CONTRACTING PARTY UNDERSTANDS THAT SHOULD ANY OF THE AFOREMENTIONED TERMS AND CONDITIONS, RULES AND REGULATIONS BE VIOLATED, THE GARDEN PARK VILLAGE ASSOCIATION MAY FINE THE CONTRACTING PARTY, AND/OR THE EVENT MAYBE TERMINATED BEFORE THE SCHEDULED CHECK OUT TIME WITH LOSS OF ALL RENTAL FEES AND SUBJECT TO ANY AND ALL OTHER DAMAGE AND FEE ASSESSMENTS.

CONTRACTING PARTY SIGNATURE: _____ DATE: _____

ADDRESS: _____ PHONE: _____

EMAIL: _____ ALTERNATE CONTACT PHONE: _____