

Scenic Oaks Property Owners Association
RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

In consideration of the use of the Scenic Oaks Property Owners' Association (SOPOA) facilities described as The Scenic Oaks Clubhouse (the "Facility") by _____(User), the parties hereto agree as follows:

1. User agrees to **RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND** SOPOA, its officers, agents, representatives, employees, and Board of Directors from any claims, demands, accidents, theft, injury, damage to person or property, causes of action, at law or in equity, arising out of or by reason of use of the Facility, on or about, _____, (Including any injuries to User or User's my guests which may occur directly or indirectly from the use of such Facility). **THIS AGREEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS, DEMANDS, CAUSES OF ACTION AT LAW OR IN EQUITY, FOUNDED IN WHOLE OR IN PART UPON THE NEGLIGENCE OF SOPOA, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND BOARD OF DIRECTORS.**
2. User accepts facilities on an "As-Is" basis. User agrees to inspect the entire Facility (including parking lot, interior, exterior or any area that may be utilized) and correct/warn of any potential risk of harm to any individual visiting the Facility. User acknowledges all equipment and property at the Facility has inherent risks of injury and assumes all risks of personal injury, death or property damage associated with the use of the Facility. SOPOA makes no affirmative representations related to the quality/safety of the Facility. User accepts full responsibility for the personal safety of all guests using the Facility.
3. User will reimburse SOPOA for any damage caused to the Facility, or surrounding property, by User's agents, employees, guests, or invitees. User shall be liable to SOPOA for any and all damages to the Facility caused by User and/or guests.
4. All insurance coverage for User's agents, employees, guests, or invitees is the responsibility of User.
5. User agrees to conduct no activity which would result in damage to the premises, increase in any insurance premium, nuisance, or have any other negative impact on the facilities. SOPOA reserves the right to cancel User's license to use the Facility at any time for any reason.
6. Indemnification shall include all of SOPOA's costs of enforcing the terms of this document, including but not limited to attorney's fees and court costs.
7. User has reviewed and agrees to comply with the Rules of Use of the Facility.

EXECUTED this _____ day of _____, _____.

Signature: _____
Individually and as Representative for:

Organization: _____

Printed Name: _____

Address: _____

Phone No: _____

RULES FOR USE OF SOPOA BUILDING

1. The building may only be reserved for use by a member of Scenic Oaks Property Owner's Association. The member **MUST** be present during the entire time building is in use.
2. The member must be current on all dues and fees payable to the Association.
3. The building **MAY NOT** be used for Profit.
4. DEPOSITS REQUIRED:
 - a. \$100.00 deposit for small groups (25 or less)
****A \$25 Building Use Fee will be kept.**
 - b. \$500.00 deposit for large groups (receptions etc.) AND if any alcohol is to be served regardless of group size.
****A \$50 Building Use Fee will be kept.**
5. **The remaining deposit (less the Building Use Fee) will be returned IF there are no damages AND the following cleaning is done:**
 - a. If food or drinks are served, the floor must be mopped;
 - b. If stains or footprints are visible the floor must be mopped;
 - c. The sinks and countertops (bar and bathroom) and water fountains must be wiped down with Clorox wipes;
 - d. ALL commodes must be cleaned and wiped down with Clorox wipes;
6. Cleaning supplies (mop, bucket, pine sol, etc.) are available at the building.
7. A checklist will be provided on the day of use.
8. Under no circumstances can anything be attached, glued or stapled to the walls or ceiling for the purpose of decorating or any other purpose.
9. Anyone using the building (especially children) **MUST** stay in the building or the patio. Running around the grounds and/or milling about the property is not permitted.
10. The member must sign a Release, Hold Harmless and Indemnification Agreement (see attached) and the type of activity to be held in the building must be disclosed.

Agreed to and accepted this _____ day of _____, 20____

Signature:

Individually and as Representative for:

Printed Name:

Address:

Phone No:

RULES FOR USE OF SOPOA BUILDING

Date/Time of Use: _____

Cleaning Checklist

All supplies can be found in the closet at the entry of the bathroom area.

- ☐ Mop – If food or drinks are served. If stains or footprints are visible.
- ☐ No Smoking inside or outside the building. No fires or candles should be lit.
- ☐ Wipe down water fountain, all sinks and countertops (bar and bathroom) with Clorox wipes.
- ☐ All commodes and urinal must be cleaned and wiped down with Clorox wipes.
- ☐ Trash must be taken out. Additional trash bags should be in the bottom of the trashcan.
**Please note: We do not have a trash bin outside. The Water company bin is locked. Please take the trash with you and deposit in your home receptacle.
- ☐ Windows/Glass must be cleaned if fingerprints are visible.
- ☐ Turn off ceiling fans & lights.
- ☐ Return chairs to original position or on cart.
- ☐ Lock all interior and exterior doors and return key to guard, in envelope provided, after use of building.

Resident Signature: _____

Date: _____

Verified by: _____

Date: _____

Deposit: ☐ Returned ☐ Kept by Association