**Sunset Cove Clubhouse Use Agreement**

This “Sunset Cove Clubhouse Use Agreement (“Agreement”) is required to be signed by any Owner wishing to reserve the Sunset Cove Clubhouse for personal use. Only Owners who are in “good standing”, which is defined as being current in the payment of assessments and fines and not in violation of the Association’s governing documents (including the Declaration, By-Laws and rules and regulations) may reserve the Clubhouse.

1. The Owner will be fully responsible for the clean-up of the clubhouse after the event, and for any damage or theft that occurred during the function, including, but not limited to damage to or theft of equipment, exercise equipment, furniture, fixtures, either inside or outside the building. The Owner agrees that any such damage or theft amount shall be levied against such Owner’s unit and collected as an assessment pursuant to the Declaration.
2. The Clubhouse must be in clean condition by 8:00 a.m. the day following the event unless prior arrangements are made with the Association. Clean-up includes the following:
   1. All trash has been placed in plastic bags and taken to the dumpster
   2. All tables and chairs have been wiped down and left clean
   3. All furniture has been moved back in place
   4. Kitchen/Bar area, including floor and dishes, have been cleaned and properly put away
   5. Men's and Ladies restrooms, including floors, have been left clean
   6. Floors have been cleaned of any debris, mopped, and/or vacuumed, if needed
3. The Clubhouse may only be used by Owners and their guests for private recreational purposes only. The Clubhouse may not be used for any commercial or business activity.
4. In reserving the Clubhouse, Owner assumes full responsibility for personal injury to him/herself and to Owner’s guests and invitees, and further releases and discharges the Association for injury, loss or damage arising out of Owner’s reservation and/or use of the Clubhouse, and/or use of the Clubhouse by any of Owner’s guests or invitees.

1. Owner agrees to indemnify and defend the Association, and its directors, officers, representatives and agents against all claims, causes of action, damages, judgments, costs or expenses, including attorney’s fees and other litigation costs, which may in any way arise from Owner’s reservation and/or use of the Clubhouse, and/or use of the Clubhouse by any of Owner’s guests or invitees.

By signing below, Owner agrees to the above conditions.

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Signature Date Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date Print Name

Sunset Cove address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reservation approved subject to the above conditions:

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Sunset Cove COA Date Print Name & Title

Revised May 2022