

Facility Rental/Use Agreement – **DAYBREAK RESIDENT**

11150 S. TYDEMAN WAY - SOUTH JORDAN - UT 84009

FOR RESERVATIONS/QUESTIONS: 801-254-8062

TODAY'S DATE: \_\_\_\_\_ TYPE OF EVENT: \_\_\_\_\_

DAYBREAK RESIDENT NAME: \_\_\_\_\_

HOA ACCOUNT CURRENT:   
HOA USE ONLY

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

- FACILITIES MAY BE RENTED DAILY, IN 5 HOUR BLOCKS OR ONE 12 HOUR BLOCK

WEEKDAY RENTAL RATES – MON, TUE, WED, THU \_\_\_\_\_ 5 HOURS: \$1000.00 \_\_\_\_\_ 12 HOURS: \$2500.00

WEEKEND RENTAL RATES – FRI, SAT, SUN \_\_\_\_\_ 5 HOURS: \$1600.00 \_\_\_\_\_ 12 HOURS: \$3500.00

- ALL RESERVATIONS MUST BEGIN AND END AT THE TIME INDICATED BELOW.

**CHECK IN:** \_\_\_\_\_ **EVENT START:** \_\_\_\_\_ **EVENT END:** \_\_\_\_\_ **CHECK OUT:** \_\_\_\_\_  
AM/PM AM/PM AM/PM AM/PM

TOTAL HOURS RESERVED: \_\_\_\_\_ NUMBER OF GUESTS (APPROXIMATELY): \_\_\_\_\_

**ADDITIONAL SERVICES INCLUDED:**

- SET UP OF TABLES AND CHAIRS
- TAKE DOWN OF TABLES, CHAIRS, AND GARBAGE REMOVAL
- SECURITY DEPOSIT OF \$500 IS REQUIRED TO RESERVE THE DATE
- FULL RENTAL FEE IS DUE 60 DAYS PRIOR TO EVENT

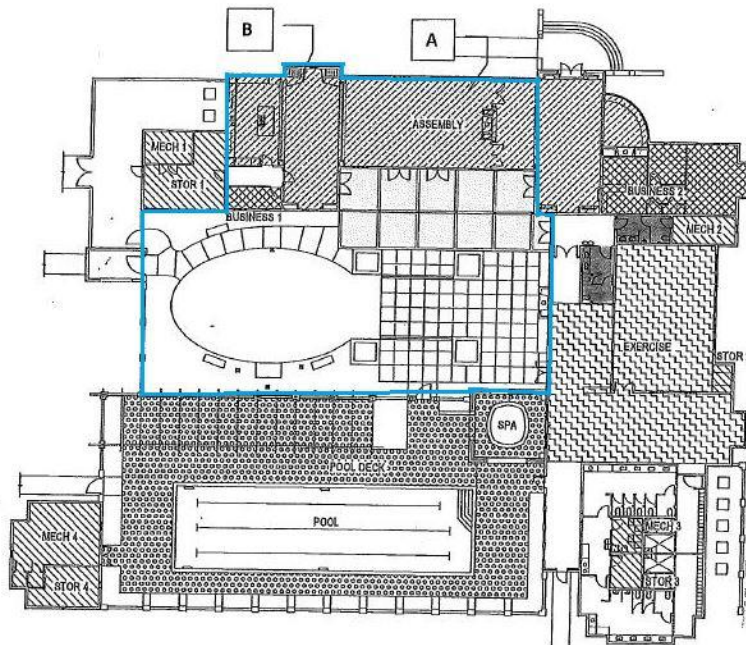
DATE OF RENTAL: \_\_\_\_\_ DAY OF WEEK: \_\_\_\_\_ BLOCK OF TIME: \_\_\_\_\_ TO \_\_\_\_\_

TOTAL SECURITY DEPOSIT PAID: \_\_\_\_\_ DATE PAID: \_\_\_\_\_ FORM OF PAYMENT: \_\_\_\_\_  
STAFF INITIALS

TOTAL RENTAL FEE DUE: \_\_\_\_\_ DATE PAID: \_\_\_\_\_ FORM OF PAYMENT: \_\_\_\_\_  
STAFF INITIALS

- AREAS INCLUDED WITH RENTAL OF THE GARDEN PARK CLUBHOUSE

ASSEMBLY ROOMS A, B, KITCHEN, AND COURTYARD (Seasonal Use)



\* Any violation of this agreement allows the Garden Park Village Association to charge the resident. The resident is responsible for all damages and/or loss caused as a result of the event. Any funds needed to repair any and all damages or replace any loss deemed appropriate will be charged to the resident. The resident is also liable for any other damage, theft, or injury related to the event. By initialing here, the resident agrees to the above statement.

\_\_\_\_\_  
DAYBREAK RESIDENT'S INITIALS

**VENDOR INFORMATION**

- SHOULD THE RESIDENT CHOOSE TO HIRE OUTSIDE VENDORS FOR THE EVENT, ALL INFORMATION BELOW MUST BE RETURNED TO THE HOA OFFICE NO LATER THAN **60 DAYS PRIOR TO THE EVENT**, AS WELL AS ALL VENDOR INSURANCE CERTIFICATES, WHICH CAN BE REQUESTED FROM THE VENDOR'S OFFICES.
- ALL VENDOR INSURANCE BINDERS MUST BE AMENDED TO LIST THE FOLLOWING AS ADDITIONALLY INSURED:

GARDEN PARK VILLAGE ASSOCIATION – 11274 S. KESTREL RISE RD. STE F – SOUTH JORDAN, UT 84009  
CCMC – 8360 E. VIA DE VENTURA STE. L100 – SCOTTSDALE, AZ 85258  
IVORY HOMES – 978 WOODOAK LN. – SALT LAKE CITY, UT 84117  
DAYBREAK COMMUNITIES/VARDE – 11248 S. KESTREL RISE RD. STE 200 – SOUTH JORDAN, UT 84009

(PLEASE PLACE A CHECK MARK NEXT TO ALL THAT APPLY)

CATERING COMPANY  
o COMPANY NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_

o PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EQUIPMENT RENTAL (FOR EXTRA TABLES CHAIRS, FOOD SERVICE MACHINES, ETC.)  
o COMPANY NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_

o PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ENTERTAINMENT/DJ/BAND/ETC.  
o COMPANY NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_

o PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

THERE WILL BE NO ALCOHOL AT MY EVENT: \_\_\_\_\_  
DAYBREAK RESIDENT'S INITIALS

THERE WILL BE ALCOHOL AT MY EVENT, AND I HEREBY AGREE TO THE CONDITIONS FOR DOING SO, AS  
OUTLINED BELOW IN THIS AGREEMENT: \_\_\_\_\_  
DAYBREAK RESIDENT'S INITIALS

- ALCOHOL MAY NOT BE SOLD ON PREMISES.
- IF PROFESSIONAL BARTENDING SERVICE IS HIRED, RESIDENT WILL BE REQUIRED TO PROVIDE ALL VENDOR INSURANCE AS LISTED ABOVE.
- IF ALCOHOL IS SELF-SERVED, RESIDENT WILL BE REQUIRED TO PROVIDE LIQUOR LIABILITY INSURANCE FOR AT LEAST \$500,000 FOR THE DAY OF THE EVENT.
- **IF ANY ALCOHOL IS BROUGHT ONTO THE PREMISES, RESIDENT WILL BE REQUIRED TO PROVIDE AN INSURED PROFESSIONAL SECURITY GUARD\* AT RESIDENT'S EXPENSE. IF ANY ALCOHOL IS FOUND ON THE PREMISES WITHOUT HIRED SECURITY, THE EVENT WILL BE ENDED IMMEDIATELY, REGARDLESS OF TIME PREVIOUSLY RENTED, WITH LOSS OF ALL RENTAL FEES.**

BARTENDING SERVICE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

\*SECURITY SERVICE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

\*Security Service must be selected from approved HOA List

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**ADDITIONAL RULES AND REGULATIONS (PLEASE INITIAL EACH ITEM)**

**DAYBREAK RESIDENT:** PLEASE NOTE A RESIDENT OF DAYBREAK MUST BE PRESENT AT ALL TIMES DURING THE EVENT AND MUST BE PRESENT AT CHECK IN AND CHECK OUT FOR THE EVENT. IF AT ANY TIME THE DAYBREAK RESIDENT LISTED ON THIS AGREEMENT IS FOUND NOT PRESENT DURING THE EVENT, A \$500 FEE WILL BE CHARGED TO THE CREDIT CARD.

**TABLES AND CHAIRS PROVIDED:** THE CLUBHOUSE IS EQUIPPED WITH 6 CIRCULAR TABLES (5' WIDE), 3 RECTANGULAR TABLES (6' X 30"), AND 70 CHAIRS FOR USE OF THE RESIDENT AT NO EXTRA COST. THE RESIDENT MAY CHOOSE TO PROVIDE ADDITIONAL/SEPARATE TABLES AND CHAIRS FOR THE EVENT AT THE RESIDENT'S OWN EXPENSE. LINENS FOR THE TABLES WILL NOT BE PROVIDED. TABLES AND CHAIRS THAT ARE SET UP BY THE RESIDENT MAY NOT BLOCK ANY EXITS TO OR FROM THE BUILDING IN ALIGNMENT WITH FIRE CODE. ANY DAMAGE AS A RESULT OF RESIDENT'S ADDITIONAL TABLES AND CHAIRS BEING MOVED IN AND/OR OUT, WILL BE CHARGED TO THE CREDIT CARD, IN AN AMOUNT NECESSARY TO COVER DAMAGE REPAIR OR REPLACEMENT IF NECESSARY.

\_\_\_\_\_ **STAFF MEMBER:** THERE WILL BE A STAFF MEMBER PRESENT AT YOUR EVENT. CHECK IN WITH THE STAFF MEMBER UPON ARRIVAL AND COMMUNICATE ANY ISSUES OR QUESTIONS WITH THE STAFF MEMBER THROUGHOUT YOUR EVENT. YOU ARE ALSO REQUIRED TO CHECK OUT WITH THE STAFF MEMBER TO ENSURE ALL IS IN ORDER.

\_\_\_\_\_ **CANCELLATIONS:** CANCELLATIONS MUST BE SUBMITTED IN WRITING VIA EMAIL OR LETTER, AND SUBMITTED TO THE HOA OFFICE. ANY CANCELLATIONS RECEIVED BY THE HOA LATER THAN 60 DAYS PRIOR TO THE EVENT WILL RESULT IN THE LOSS OF THE DEPOSIT. CANCELLATION 90 DAYS PRIOR TO EVENT WILL BE CHARGED 50% OF THE DEPOSIT.

\_\_\_\_\_ **LIABILITY:** THE RESIDENT IS RESPONSIBLE FOR SUPERVISING THEIR GUESTS AND/OR ALL CHILDREN AT ALL TIMES. ALL MEMBERS, TENANTS, AND THEIR GUESTS USE THE GARDEN PARK VILLAGE AMENITIES AT THEIR OWN RISK. THE GARDEN PARK CLUBHOUSE, THE ASSOCIATION, AND THEIR RESPECTIVE OWNERS, MANAGER, DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, AND VOLUNTEER MEMBERS ARE NOT LIABLE IN ANY MANNER WHATSOEVER FOR ANY PERSONAL INJURY OR DAMAGE, LOSS OR THEFT OF PROPERTY OCCURRING IN OR AROUND THE GARDEN PARK VILLAGE PROPERTY.

\_\_\_\_\_ **CLEAN UP:** THE RESIDENT IS RESPONSIBLE FOR RETURNING THE CLUBHOUSE TO ITS ORIGINAL CONDITION AT TIME OF CHECKIN. A CLEANING LIST WILL BE AVAILABLE AT YOUR EVENT. THE RESIDENT/DAYBREAK RESIDENT WILL BE REQUIRED TO CHECK OUT AT THE END OF RESERVATION. ALL RENTED FACILITIES MUST BE EMPTIED OF ALL MATERIAL, PRODUCTS, AND DECORATIONS BROUGHT IN BY THE RESIDENT OR ANY VENDOR HIRED BY THE RESIDENT, AS WELL AS ANY GUESTS OR RESIDENTS BEFORE THE EXIT TIME LISTED ON THIS AGREEMENT.

\_\_\_\_\_ **RENTAL AREA:** THE AREAS OUTLINED IN COLOR ON PAGE 2 OF THIS AGREEMENT ARE THE ONLY AREAS PERMISSABLE FOR USE. GUESTS ARE **NOT** PERMITTED ELSEWHERE IN THE CLUBHOUSE, INCLUDING THE LOBBY AREA, EXCEPT FOR BATHROOM ACCESS. FAILURE TO COMPLY COULD RESULT IN THE CLOSING DOWN OF THE EVENT, LOSS OF ALL RENTAL FEES AND \$500 FINE.

\_\_\_\_\_ **FACILITY USAGE:** THE FACILITIES MAY NOT BE RENTED OR USED FOR COMMERCIAL, POLITICAL, OR RELIGIOUS PURPOSES. PRODUCTS MAY NOT BE SOLD ON PREMISES FOR PROFIT OF ANY INDIVIDUAL OR COMMERCIAL ENTERPRISE, EXCEPT BY INVITATION AND APPROVAL GRANTED BY THE BOARD OF DIRECTORS OR MANAGEMENT STAFF.

\_\_\_\_\_ **SMOKING:** NO SMOKING INSIDE THE PREMISES, OR WITHIN 20 FEET OF ANY RECREATION AREA.

\_\_\_\_\_ **RED DYE:** DRINKS THAT CONTAIN A RED-COLORED DYE ARE NOT PERMITTED ON THE PREMISES DUE TO A RISK OF PERMANENT STAINS. IN THE EVENT OF STAINS OR DAMAGE, THE RESIDENT WILL BE RESPONSIBLE FOR REPAIR OR REPLACEMENT COSTS.

\_\_\_\_\_ **DECORATIONS:** NO DECORATIONS MAY BE HUNG FROM OR ATTACHED TO THE CEILING, LIGHTING, AC DUCTS, OR IN THE OUTDOOR PLANTS, TREES, LIGHT POLES, ETC. DECORATIONS MAY ONLY BE HUNG WITH POSTER PUTTY PRODUCTS, PAINTER'S TAPE, 3M ON COMMAND, OR SIMILAR PRODUCTS THAT WILL NOT CAUSE STRIPPING. ABSOLUTELY NO SCOTCH TAPE, MASKING TAPE, DUCT TAPE, NAILS, STAPLES, TACKS, GLITTER, CONFETTI, BIRD SEED, OR RICE ALLOWED. ANY CANDLES THAT ARE NOT BEING USED ON A BIRTHDAY CAKE MUST BE ENCLOSED IN A CASING OR VOTIVE CONTAINER. SPARKLERS ARE NOT PERMITTED ON THE PREMISES.

\_\_\_\_\_ **FACILITY TOURS:** IF YOU NEED TO SEE THE RENTAL FACILITY BEFORE OR AFTER RENTING, SIMPLY CALL THE HOA OFFICE AND SCHEDULE A STAFF MEMBER TO ARRANGE A TIME TO MEET YOU THERE, AS ONLY GARDEN PARK RESIDENTS ARE GIVEN ACCESS TO THE CLUBHOUSE.

FOR QUESTIONS ABOUT PAYMENTS, SCHEDULING/RESERVATIONS, OR TO SUBMIT A CANCELLATION OR VENDOR INSURANCE CERTIFICATE, RENTAL RULES AND REGULATIONS, AND AVAILABLE EQUIPMENT

- PLEASE CALL THE HOA OFFICE AT 801-254-8062
- EMAIL AMBER AT THE FRONT DESK: [AMSMITH@CCMCNET.COM](mailto:AMSMITH@CCMCNET.COM)
- VISIT THE HOA OFFICE AT 11274 S. KESTREL RISE RD. SUITE F, IN SOUTH JORDAN BETWEEN 8AM-5PM

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

DAYBREAK RESIDENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

HOA STAFF SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

UPDATED 05/01/2018