

Facility Rental/Use Agreement – **GARDEN PARK RESIDENT**

11150 S. TYDEMAN WAY - SOUTH JORDAN - UT 84009

FOR RESERVATIONS/QUESTIONS: 801-254-8062

TODAY'S DATE: _____ TYPE OF EVENT: _____

CONTRACTING RESIDENT NAME: _____

HOA ACCOUNT CURRENT:
HOA USE ONLY

ADDRESS: _____

PHONE: _____ EMAIL: _____

DESIGNATED ALTERNATE CONTACT DURING EVENT, IF NEEDED: _____

PLEASE INITIAL TO INDICATE YOU AGREE TO, AND WILL COMPLY WITH, THE FOLLOWING STATEMENT:

_____ CONTRACTING RESIDENT IS LIABLE FOR ANY AND ALL ACTIONS, OR INACTIONS, TAKEN BY DESIGNATED ALTERNATE CONTACT.

EVENT MUST BE A GARDEN PARK RESIDENT PERSONAL EVENT (PERSONAL BEING A RESIDENT EVENT NOT A FAVOR FOR A FAMILY MEMBER OR FRIEND). ANY EVENT FOUND NOT TO BE A GARDEN PARK RESIDENT PERSONAL EVENT WILL BE CHARGED THE DAYBREAK RESIDENT RENTAL RATE.

RESERVATIONS MAY ONLY BE MADE WITHIN SIX (6) MONTHS OF EVENT AND A MINIMUM OF TWO (2) WEEKS OUT IF EVENT MEETS SPECIAL REQUIREMENTS AND A CONCIERGE IS AVAILABLE

- FACILITIES MAY BE RENTED DAILY, IN ONE 5 HOUR BLOCK ONLY FROM 8:00 A.M. – 10:00 P.M. DAILY EXCLUDING HOLIDAYS

RENTAL RATES – MONDAY – SUNDAY 5 HOURS: \$200.00

- EACH ADDITIONAL HOUR, OR ANY PORTION OF AN HOUR, BEYOND, OR BEFORE, THE FIVE HOUR BLOCK WILL BE CHARGED \$100.
- FULL PAYMENT IS REQUIRED AT TIME OF REGISTRATION.
- ALL RESERVATIONS BEGIN AND END AT THE TIME INDICATED BELOW. THE TIME RESERVED INCLUDES SET UP AND TAKE DOWN OF THE EVENT.

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 OFFERED WITH CHARGE TO BE ADDED TO RENTAL FEE (CHECK THOSE REQUESTED)

- INITIAL SET UP OF TABLES AND CHAIRS: \$75 (SET UP PRIOR TO RENTAL TIME)
- TAKE DOWN OF TABLES AND CHAIRS: \$75 (TAKE DOWN FOLLOWING RENTAL TIME)

○ CLEANING SERVICE AND TRASH REMOVAL: \$100 **MINIMUM** (FEE MAY EXCEED MINIMUM AND WILL BE CHARGED TO CREDIT CARD ON FILE DEPENDING ON CONDITION OF FACILITY AFTER EVENT)

_____ CREDIT CARD INFORMATION WILL BE REQUIRED 1 – 3 DAYS PRIOR TO EVENT CHECK-IN TO COVER EXTRA HOURS AND/OR DAMAGES FOUND DURING CHECK-OUT. PLEASE REFER TO EXHIBIT “A”, ATTACHED, FOR THE DAMAGE AND FEE LIST.

DATE OF RENTAL: _____ DAY OF WEEK: _____ BLOCK OF TIME: _____

TOTAL DEPOSIT DUE: _____ DATE PAID: _____ FORM OF PAYMENT: _____

STAFF INITIALS _____

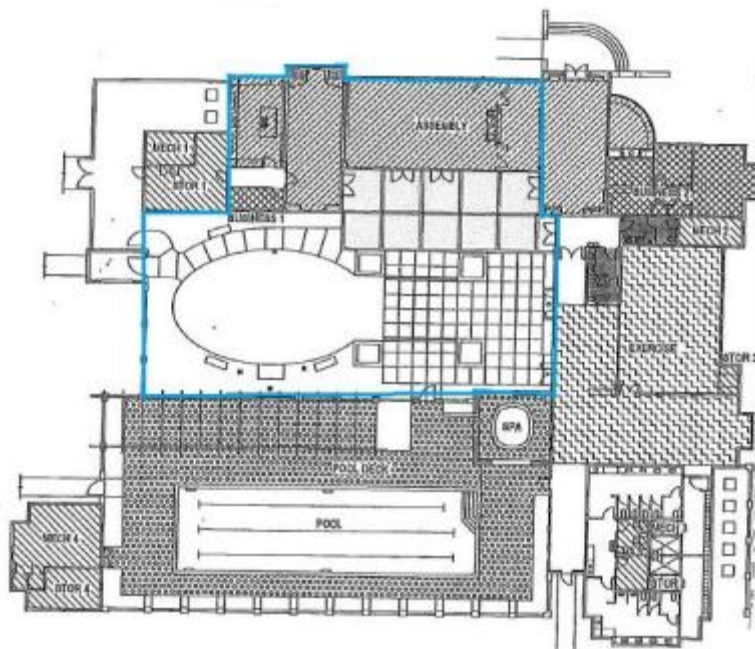
RESIDENT CREDIT CARD PRE-AUTHORIZATION CODE (RUN 1-3 DAYS PRIOR TO EVENT): _____

• AREAS INCLUDED WITH RENTAL OF THE GARDEN PARK CLUBHOUSE

EVENT HALL, KITCHEN, AND COURTYARD (Seasonal Use)

• **EVENT HALL CAPACITY IS 100, 70 SEATED. ADDITIONAL CAPACITY WHEN COURTYARD IS USED.**

- **GUESTS ARE ONLY PERMITTED IN THE RENTED EVENT AREAS, AND ARE NOT PERMITTED ELSEWHERE IN THE CLUBHOUSE, INCLUDING THE LOBBY AREA. THE LOBBY AREA IS ONLY TO BE USED TO ACCESS THE EVENT HALL OR RESTROOMS. NO DECORATIONS OR LOITERING IS ALLOWED IN THE LOBBY AREA OR OUTSIDE OF THE RENTED EVENT AREAS. FAILURE TO COMPLY COULD RESULT IN THE TERMINATION OF THE EVENT WITHOUT REFUND AND A \$500 FINE.**



ANY VIOLATION OF THIS AGREEMENT ALLOWS THE GARDEN PARK VILLAGE ASSOCIATION TO CHARGE THE CONTRACTING RESIDENT FOR THE VIOLATION. THE CONTRACTING RESIDENT IS RESPONSIBLE FOR ALL DAMAGES AND/OR LOSS CAUSED AS A RESULT OF THE EVENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL ACTIONS, OR INACTIONS, OF A DESIGNATED ALTERNATE CONTACT. ANY FUNDS NEEDED TO REPAIR ANY AND ALL DAMAGES OR REPLACE ANY LOSS WILL BE CHARGED TO THE CONTRACTING RESIDENT. THE CONTRACTING RESIDENT IS ALSO LIABLE FOR ANY OTHER DAMAGE, THEFT, OR INJURY RELATED TO THE EVENT. BY INITIALING HERE, THE CONTRACTING RESIDENT AGREES TO THE ABOVE STATEMENT.

CONTRACTING RESIDENT'S INITIALS _____

VENDOR INFORMATION

PHONE: _____ EMAIL: _____

- SHOULD OUTSIDE VENDERS BE HIRED, OR USED, FOR THE EVENT, ALL INFORMATION BELOW, AS WELL AS ALL VENDOR INSURANCE CERTIFICATES, WHICH CAN BE REQUESTED FROM THE VENDOR'S OFFICES, MUST BE RETURNED TO THE HOA OFFICE NO LATER THAN 60 DAYS PRIOR TO THE EVENT. FAILURE TO DO SO MAY RESULT IN CANCELLATION OF THE EVENT WITHOUT REFUND OF ANY FEES PAID.
- 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
 - COMPANY NAME: _____ CONTACT: _____
 - PHONE: _____ EMAIL: _____
- EQUIPMENT RENTAL (FOR EXTRA TABLES CHAIRS, FOOD SERVICE MACHINES, ETC.)
 - COMPANY NAME: _____ CONTACT: _____
 - PHONE: _____ EMAIL: _____
- ENTERTAINMENT/DJ/BAND/ETC.
 - COMPANY NAME: _____ CONTACT: _____
 - PHONE: _____ EMAIL: _____
- THERE WILL BE NO ALCOHOL AT MY EVENT: _____
 CONTRACTING 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: _____
 CONTRACTING RESIDENT'S INITIALS _____

- ALCOHOL SHALL NOT BE SOLD ON PREMISES.
- IF PROFESSIONAL BARTENDING SERVICE IS HIRED, OR USED, CONTRACTING RESIDENT WILL BE REQUIRED TO PROVIDE ALL VENDOR INSURANCE CERTIFICATES AS LISTED ABOVE.
- IF ALCOHOL IS SELF-SERVED, CONTRACTING RESIDENT WILL BE REQUIRED TO PROVIDE LIQUOR LIABILITY INSURANCE FOR AT LEAST \$500,000 FOR THE DAY OF THE EVENT.
- **IF ANY ALCOHOL IS SERVED OR BROUGHT ONTO THE PREMISES, CONTRACTING RESIDENT WILL BE REQUIRED TO PROVIDE AN INSURED PROFESSIONAL SECURITY GUARD* AT CONTRACTING**

CONTRACTING RESIDENT'S INITIALS _____

RESIDENT'S EXPENSE. IF ANY ALCOHOL IS FOUND ON THE PREMISES WITHOUT HIRED SECURITY, OR ANY OF THE OTHER REQUIRED CONDITIONS, THE EVENT WILL BE IMMEDIATELY TERMINATED, REGARDLESS OF TIME PREVIOUSLY RENTED, WITH LOSS OF ALL RENTAL FEES AND SUBJECT TO ANY AND ALL OTHER FEES ASSESSED.

BARTENDING SERVICE: _____ CONTACT: _____

PHONE: _____ EMAIL: _____

*SECURITY SERVICE: _____ CONTACT: _____

*SECURITY SERVICE MUST BE SELECTED FROM APPROVED HOA LIST

ADDITIONAL RULES AND REGULATIONS (PLEASE INITIAL EACH ITEM)

CONTRACTING RESIDENT: PLEASE NOTE THE CONTRACTING RESIDENT, OR DESIGNATED ALTERNATE CONTACT, MUST BE PRESENT AT ALL TIMES DURING THE EVENT AND MUST BE PRESENT AT CHECK-IN AND CHECK-OUT FOR THE EVENT. CONTRACTING AGENT IS RESPONSIBLE FOR ANY ACTION, OR INACTION, TAKEN BY A DESIGNATED ALTERNATE. IF AT ANY TIME THE CONTRACTING RESIDENT, OR THE DESIGNATED ALTERNATE CONTACT, 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 ON FILE, IN AN AMOUNT NECESSARY TO COVER DAMAGE REPAIR OR REPLACEMENT IF NECESSARY.

STAFF MEMBER: THERE WILL BE A STAFF MEMBER PRESENT AT YOUR EVENT. CONTRACTING RESIDENT, OR DESIGNATED ALTERNATE CONTACT, MUST CHECK-IN WITH THE STAFF MEMBER UPON ARRIVAL AND COMMUNICATE ANY ISSUES OR QUESTIONS WITH THE STAFF MEMBER THROUGHOUT YOUR EVENT. CONTRACTING RESIDENT, OR DESIGNATED ALTERNATE CONTACT, IS 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 TO THE HOA OFFICE. CANCELLATIONS RECEIVED 60-90 DAYS PRIOR TO EVENT WILL BE CHARGED 50% OF THE RENTAL FEE. CANCELLATIONS RECEIVED LESS THAN 60 DAYS PRIOR TO THE EVENT WILL RESULT IN THE LOSS OF RENTAL FEE.

LIABILITY: THE CONTRACTING RESIDENT, OR DESIGNATED ALTERNATE CONTACT, IS RESPONSIBLE FOR SUPERVISING ALL GUESTS AND CHILDREN AT ALL TIMES. ALL GARDEN PARK RESIDENTS, TENANTS, VENDORS, AND THEIR GUESTS USE THE GARDEN PARK VILLAGE AMENITIES AT THEIR OWN RISK. THE GARDEN PARK CLUBHOUSE, THE ASSOCIATION, AND THEIR RESPECTIVE OWNERS, MANAGERS, DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, AND VOLUNTEER MEMBERS ARE NOT LIABLE IN ANY MANNER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY PERSONAL INJURY OR DAMAGE, LOSS OR THEFT OF PROPERTY OCCURRING IN OR AROUND THE GARDEN PARK VILLAGE PROPERTY AS A RESULT OF OR DURING THE EVENT.

CLEAN UP: THE CONTRACTING RESIDENT, OR DESIGNATED ALTERNATE CONTACT, IS RESPONSIBLE FOR RETURNING THE CLUBHOUSE TO ITS ORIGINAL CONDITION AFTER THE EVENT. A CLEANING LIST WILL BE AVAILABLE AT YOUR EVENT, AND THE CONTRACTING RESIDENT, OR DESIGNATED ALTERNATE CONTACT, WILL BE REQUIRED TO CHECK-OUT AT THE END OF RESERVATION WITH THE CLEANING LIST COMPLETED IN ITS ENTIRETY. ALL TABLES AND CHAIRS USED MUST BE RETURNED TO THE NORTH STORAGE ROOM. ALL RENTED FACILITIES MUST BE EMPTIED OF ALL MATERIAL, PRODUCTS, DECORATIONS, AND TRASH BROUGHT IN, OR CREATED, BY THE CONTRACTING RESIDENT, GUESTS, RESIDENTS, OR ANY VENDOR HIRED, OR USED, BY THE CONTRACTING RESIDENT 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 ENTRY TO THE EVENT HALL OR BATHROOM ACCESS. FAILURE TO COMPLY MAY RESULT IN IMMEDIATE TERMINATION OF THE EVENT, LOSS OF ALL RENTAL FEES AND A \$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 APPROPRIATE COMMITTEE.

SMOKING: NO SMOKING INSIDE THE PREMISES, OR WITHIN 20 FEET OF CLUBHOUSE AND ANY AND ALL ADJOINING RECREATION AREAS.

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, SIGNS, RAILINGS, FIXTURES, 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 FLAMLESS CANDLES. SPARKLERS ARE NOT PERMITTED ON THE PREMISES.

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

- PLEASE CALL THE HOA OFFICE AT 801-254-8062
- EMAIL RYAN AT RWIMMER@CCMCNET.COM
- VISIT THE HOA OFFICE AT 11274 S. KESTREL RISE RD. SUITE F, IN SOUTH JORDAN BETWEEN 8AM-5PM

BY SIGNING BELOW, THE CONTRACTING RESIDENT AGREES TO ABIDE BY ALL TERMS AND CONDITIONS, RULES AND REGULATIONS OUTLINED IN THIS AGREEMENT. THE CONTRACTING RESIDENT UNDERSTANDS THAT SHOULD ANY OF THE AFOREMENTIONED TERMS AND CONDITIONS, RULES AND REGULATIONS BE VIOLATED, THE GARDEN PARK VILLAGE ASSOCIATION MAY FINE THE CONTRACTING RESIDENT, AND/OR THE EVENT MAY BE 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 RESIDENT SIGNATURE: _____

DATE: _____

HOA STAFF SIGNATURE: _____

DATE: _____

UPDATED 03/21/2019

CONTRACTING RESIDENT'S INITIALS _____

Exhibit "A"

Damage and Fee List

Early move in/late move out	\$100/hour	in hour increments
Cleaning	\$75/hour	in hour increments
Garbage not emptied	\$100	
Fridge or Appliance left dirty	\$100	each appliance
Chair soiled	\$35	each
Chair damaged	\$100	each
Tables soiled	\$25	each
Tables damaged	\$600	each
Drapes soiled	\$50	each panel
Drapes damaged	\$200	each panel
Lobby Furniture soiled	\$100	each
Lobby Furniture damaged		cost of replacement
AV Equipment Damaged or Missing		cost of replacement
Damaged or Missing Kitchen Items		cost of replacement

Damages are not limited by this list. Any other costs or damages caused as a result of the event will result in charges as determined by the Association.