

SUNCREST OA
VILLAGE GREEN RENTAL FORM

(This is a legally binding contract. Read carefully before signing)

Please fill out all information and return to **OA Services 2016 Village Green Cir., Draper, UT 84084**

Requested Rental Date _____ Purpose _____

Hour Function Begins _____ Hour Function Ends _____ Number of people expected to attend _____

The undersigned hereby agrees to abide by the Village Green Declaration, Association rules and all local, state and federal ordinances, statutes, laws and regulations.

Terms and Conditions:

1. The Village Green (Park) is for noncommercial use. Use will be in compliance with all governing laws and ordinances, including the Declaration and Association rules regarding the creation of a nuisance and noise.
2. Management reserves the right to refuse use and/or cancel reservations at any time.
3. Only owners in good standing may rent the Park.
4. Owner must be present at the Park during the entire rental period.
5. Rental is restricted to the Park and restrooms only.
6. The renter and Owner are responsible for the conduct and behavior of all guests, visitors, invitees, and persons in attendance. Owner's home is hereby pledged as security for renter's faithful performance. Renter and Owner are liable for all damage to person or property, including all plants, furniture, furnishings, facilities, and personal property.
7. Reservations will be made on a first come first served basis. A reservation will be secured upon (a) receipt and acceptance of written application, (b) **a check for \$150.00**, as a cleaning/security deposit, which will be returned within ten (10) days if everything is found to be in good order, and (c) this signed agreement.
8. Owner will clean the Park of all clutter, trash and debris immediately at the end of the function and return it in its original condition. Failure to leave the Park in good order will result in the security deposit being held to pay for all labor at a rate of \$50.00 per hour and costs. Damages will also be deducted from the security deposit. If the deposit is insufficient to cover damages and/or cleaning costs, the renter will be billed directly. Payment is due in thirty (30) days. A lien may be placed on the property to secure payment.
9. Use of the Park does not constitute endorsement of function by the Association or Board of Trustees. No advertisement, notice, invitation, or writing implying such will be permitted.
10. Park hours are 7 a.m. to 11:00 p.m. **No exceptions.** Failure to vacate the Park on time will result in forfeiture of deposit.
11. A breach of this agreement may also result in a fine and rental privileges being revoked for one year.
12. No decorations or other hangings may be affixed to structures or plants that damage the surface or leave permanent markings.
13. Smoking and alcoholic beverages are prohibited.
14. Interest at the rate of 1.5% per month may be added to all outstanding balances and the Association is entitled to recover all reasonable attorneys' fees and costs incurred in interpreting or enforcing this agreement.
15. The undersigned hereby releases the Association from, waives claims, and hereby saves, indemnifies and agrees to hold the Association against any and all liability, loss or damage the Association may suffer as a result of claims, demands, costs or judgments against it arising from the undersigned's use of the facility.

Basic Procedure:

Once you have filled out the form, written the check and turned everything into the management office, you will be contacted with the confirmation date. On the day of or shortly before your rental date, you will be given a copy of the signed rental agreement.

Park Renter's Name _____ Lot # _____

Address: _____

Phone # _____

It is understood that I have read this agreement and agree to its terms, including my promise

Signature of Renter

Date