

BLUE MOUNTAIN PROPERTY OWNERS' ASSOCIATION
LODGE USE LETTER OF AGREEMENT
FOR
BLUE MOUNTAIN PROPERTY OWNERS

This Agreement is entered into this _____ day of _____ between the Blue Mountain Property Owner's Association (BMPOA) and _____ (hereinafter "the Client"), who is a property owner in the Blue Mountain Subdivision. For and in consideration of the mutual covenants, promises, and Agreements, BMPOA and the Client agree as follows:

1. This agreement is for the rental of Blue Mountain Lodge for the following date and time:

Date of Use: _____

Time of Event: _____

Type of Event: _____

Expected Attendance: _____

2. The Client agrees to pay BMPOA \$300.00 to rent the lodge. This fee includes cleaning the facility and trash removal. The Client agrees to the following deposit, cancellation and refund policies:

a. There is a \$100.00 non-refundable minimum deposit to hold and confirm the reservation. The Client will receive a full refund of the deposit (minus a \$25.00 service charge) if the Lodge Coordinator is notified in writing 45 calendar days before the date of the event of the need to cancel. In rare circumstances, the deposit will be refunded if the notice of cancellation is received less than 45 days prior to the event; however, that decision is subject to the discretion the Lodge Coordinator based on her ability to fill the date with another event. The \$25.00 service charge will apply.

b. The balance of the rental fee (\$200.00) is due one month prior to the event. The Client is subject to a late payment fee of \$25.00 if the balance is not paid in full one month prior to the event. The late payment fee plus the balance would then total \$225.00. All checks should be made payable to BMPOA.

3. The Client agrees to maintain Lodge in the same good condition as it was Immediately prior to the Client's use.

4. The Client agrees to indemnify and hold harmless BMPOA, as well as its employees, agents, successors, or assigns of all, from any and all damages, liabilities, costs, or claims whether in contract or tort, including court costs and attorney's fees, arising from or in any way connected

with its use of the Lodge. In addition, the Client agrees to obtain special event liability insurance (in the amount of \$1,000,000.00) that covers bodily injury, property damage and host liquor liability. The Client understands that BMPOA must be listed as an additional insured on the policy. The Client will provide the Lodge Coordinator with a copy of the insurance certificate at least one month prior to the event.

5. The Client agrees that it shall in its use of the Lodge:

- Permit no activities in violation of the law, and shall take all appropriate action to enforce this provision.
- Comply with all applicable laws regarding public assemblies, public events, and performances, including without limitation those imposing taxes and license fees.
- Adhere to the Required Procedures & Restrictions for Lodge Rentals as outlined in Attachment 1.

6. This Agreement is the sole Agreement between BMPOA and the Client as to its subject matter, supersedes all previous Agreements, whether oral or in writing, and cannot be changed or amended except in writing and signed by both parties.

7. Any additional Addendum attached hereto is hereby incorporated by reference and its terms are hereby made part of this Agreement. In the event of any conflict between this Agreement and an incorporated Addendum, the terms of the Addendum shall prevail.

8. I have read, understand, and agree to all provisions of said Agreement and the Required Procedures & Restrictions sheet, Attachment 1.

Client: _____ Date: _____

Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ E-mail: _____

BMPOA: _____ Date: _____

Title: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____

Attachment:

(1) Required Procedures & Restrictions for Lodge Rentals