

THE SUMMIT OWNERS ASSOCIATION, INC.
AMENITY RESERVATION AGREEMENT
2011

Please read this Agreement carefully. A reservation will not be confirmed until a signed copy of this Agreement and the required Cleaning Fee Deposit have been accepted by the Amenity Chairperson (identified below).

An Owner (as used herein, "Owner" means solely a party named as grantee on a deed to a property in The Summit and does not include any other member of an Owner's household regardless of age) may request (the "Requesting Owner") to reserve the Clubhouse, Cabana and/or the Picnic Area (the "Requested Amenities") and host an event (the "Event") anytime throughout the year. The Pool may be included in such a request during "Pool Season"; normally from the second Saturday in May through the first weekend in October. The Requesting Owner: (1) must host the Event, (2) is solely responsible for the Requested Amenities during the Event, and (3) must be in attendance at the Requested Amenities during the entire Event.

The Clubhouse, Cabana and Picnic Area may be reserved on an exclusive use basis. The Pool may be reserved on a non-exclusive use basis (i.e. not interfering with its use by others) during regular operating hours: 9:00 AM to 10:00 PM daily during "Pool Season". Reservation requests for a one-time, **Special Event** (like a birthday party) are accepted on a "first come, first served" basis. Reservation requests for an on-going, periodic, **Recurring Event** (like a monthly club meeting) are also accepted on a "first come, first served" basis, however, **Recurring Event Reservations**, even though confirmed, may be pre-empted (on reasonable notice) in order to make the Requested Amenities available for a **Special Event**.

This is a request for a: Special Event Recurring Event

Requested Date(s): _____ From: _____ to _____ (hours)

Requested Amenities: Clubhouse Pool Cabana Picnic Area

Purpose: _____ Approx. No. of Guests: _____

Requesting Owner: _____

Address: _____

Phone: _____ (Best way to reach you)

email: _____ (We will confirm your reservation by email)

Guests Under 18 Years of Age: For liability purposes, Requesting Owners of events that include guests under the age of 18 must make provisions to ensure the safety of such guests. The Summit Owners Association reserves the right to deny a reservation request for any event primarily for guests under the age of 18 unless the Requesting Owner can satisfactorily assure the Association management that proper and adequate adult supervision will be provided by the Requesting Owner.

- Will guests under 18 years of age attend the Event? Yes No.

If yes, approximate number: _____

- The Requesting Owner must provide one adult chaperone for each 10 guests under 18 years of age in attendance at an event that includes such guests. If so required, please list below the names of adult chaperones to be provided:

Further provisions:

1. **Requests:** Reservation requests must be submitted (in the form of this Agreement) to the Amenity Chairperson at least two weeks in advance of the Event.
2. **Deposit:** A \$40.00 Cleaning Fee Deposit (in the form of a check made out to *Summit Owners Association*) must be submitted with the reservation request. **In the case use of the Clubhouse is requested, \$25.00 of this \$40.00 Deposit is considered a deposit on the Clubhouse keys which will be issued to the Requesting Owner prior to the Event by the Amenity Chairperson.**
3. **Clean Up:** *(It is advisable that you inspect the Requested Amenities prior to the Event. Depending on when the Amenities were last cleaned, you may wish to clean them prior to the Event.)* The Requesting Owner is responsible for cleaning the Requested Amenities immediately following the Event. **Clean up following an event must include the following:**
 - Clean and dispose of all trash and garbage from inside the Clubhouse, around the Cabana and Pool, in the Picnic Area, in the Cabana dressing rooms, and in the parking lot. Put the trash in the trashcans provided or remove it from the Amenity if they are full.
 - Sweep and/or hose the Cabana and Pool deck as needed being careful to direct water away from the Pool to prevent disrupting the chemical balance of the pool water. Wipe down Cabana and poolside furniture as needed.
 - **For all Events: (Including those scheduled in the Clubhouse.)** Sweep and wet mop floors in Cabana dressing rooms as needed and make sure all toilets are flushed. Wipe down sinks and counters with a damp cloth as needed.
4. **Inspection:** The Amenities will be inspected by the Amenity Chairperson subsequent to the Event. If the Amenities are undamaged and adequately cleaned (and the key has been returned in the case of an Event in the Clubhouse), the \$40.00 Cleaning Fee Deposit check will be returned.
5. **Damages:** The Requesting Owner is responsible for all damages to the Requested Amenities caused by himself/herself, his/her family, or guests. **By Signing this Agreement below the Requesting Owner acknowledges such responsibility.** The Requesting Owner will be notified of any damages found following the Event. The Requesting Owner agrees to reimburse the Association for the damages found within twenty business days of receipt of an itemized bill from the Association for such damages. *(Non-payment of the billed amount may result in the Association pursuing legal action against the Requesting Owner. The Association, in accordance with the Summit Declaration of Covenants, Conditions and Restrictions, may also present the billed amount as a special individual assessment against the Requesting Owner's Association account. In such a case, the Association may pursue all legal remedies as provided in the Declaration.)*
6. **Prohibition of Fees:** Owners may not request the Amenities for events for which guests must pay an entrance fee or purchase food or other items at a profit to the Requesting Owner or any other person or entity.
7. **Illegal Use:** The Requested Amenities may not be used for any purpose contrary to law.
8. **Liability:** The Requesting Owner agrees that the Requesting Owner's homeowner insurance will be the primary liability insurance for the Event. The Association's liability coverage is secondary.

I have read this Agreement and the Association's Guidelines for Use of Common Areas and I am aware of my several responsibilities and liabilities.

Signed: _____ Date: _____

Amenity Chairperson

Eldon Blust, 102 Island Pointe, Seneca, South Carolina 29672
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