

Sweetwater Commons Rules & Regulations Adopted 1/25/11

The following rules and regulations pertain to the usage and rental of the Sweetwater Club House, also known in the Master Declaration and Governing Documents as the “Commons” area. The Commons rules and regulations have been approved by the Association, Board, and Declarant and are required for clubhouse rental by Sweetwater Owners, or by other persons approved by the Association in its sole discretion, along with a signed **Sweetwater Property Use Agreement, Waiver and Release**.

Rental Eligibility

The Sweetwater Commons facilities are available for the use and enjoyment of all Owners in good standing (defined as having no overdue Association dues, fines, warnings or violations). All Owners shall have access to the Commons facility during normal daily operating hours as determined by the Association from time to time. At present normal daily operating hours are 9 am til 6 pm. An Owner may reserve the great room and/or kitchen area for a small gathering of **25 persons or less** during normal operating hours, but it is understood that other Owners may be using other parts of the Commons at the same time which have not been reserved. **A cleaning fee may be charged by the Association in its discretion, and in such amount , as the Association may from time to time in its sole discretion determine. At present, the cleaning fee is \$150.** The rules and procedures for rental by Owners, as well as other persons, are set forth below.

Occupancy

The maximum occupancy for the Commons is **197** persons, whether adult or minor. One adult **must** be present for every 8 persons under the age of 18 to provide adequate supervision. A Sweetwater representative **must** be hired to supervise any group of 25 or more. Two (2) Sweetwater representatives will be required for groups larger than 50 but less than 100. Three Sweetwater representatives will be required for groups larger than 100 but less than 150, and 4 Sweetwater representatives will be required for groups exceeding 150. Sweetwater representatives will be billed at \$25 per hour, per representative. **Any event occurring after normal operating hours (after 6PM) will be required to hire at least 1 Sweetwater representative.**

Restrictions

Any event must end by 10 pm. Anyone renting the Commons must plan for 1 hour prior to, and 1 hour after, the event for set-up and clean-up. Please account for this in making your reservation.

No for-profit business activities or events are permitted if the intent of the rental is for solicitation, promotion and/or sales of any kind. This restriction applies to Sweetwater Owners, and any other person seeking to rent the Commons.

Any person representing a non-profit organization seeking to rent the Commons will be considered for rental approval. Detailed information about the organization and the intent of the rental will be required prior to rental approval. The rental fee will be required unless waived by Board action. To be considered for wavier of the rental fee, the event must be open to all Sweetwater Owners, it must be announced via the Association office at least 1 month prior to the event, and the responsible renter must sign and submit the liability waiver.

The Association will annually provide civic, social and association-related meetings in the Commons throughout the year. Association Board meetings, civic meetings, Sweetwater sales events and social events are open to all Sweetwater residents and are announced at least 1 month in advance of the meeting/event via the Association office.

Rental Fees and Deposits (effective until changed by Association)

Rental Fee (non-refundable)	\$150
Security Deposit (refunded after satisfactory inspection)	\$250
Cleaning Fee	\$150
Sweetwater Representative	\$25 per hour, per person

Fees and the deposit must be received and successfully deposited within 2 weeks following the reservation request in order for the rental to be confirmed. **If not received within the 2 week period, the reservation will automatically be cancelled.** Checks should be made payable to the **Sweetwater Community Association**.

Any returned checks will automatically cancel the reservation and a bill for any bank fees will be issued. The request may be resubmitted, but the request will not be processed until the full amount due has been successfully deposited.

If a reservation is canceled more than 1 week before the date of the event, all fees and the deposit will be remitted to the renter. All fees will be forfeited for any cancellations within 1 week of the rental date. The deposit will be remitted to the renter upon successful inspection of the facilities following the event. Any damages or missing furniture and/or equipment identified during the inspection following the event will result in holding the deposit until costs of repair or replacement are determined. This amount will be deducted from the deposit. The renter will be given detailed documentation of the damages and a summary of the charges. The renter will be responsible for paying any costs in excess of the deposit within 10 working days of receipt of the bill. Non-payment of these costs will be forwarded to the Association's attorney for action.

Reservations

To check the availability of the Commons, call the Association office at 208-788-2184 during normal Association office hours (Monday through Friday 9 am to 5 pm). The Association Manager will notify the renter when the rental application has been approved.

Renters are not permitted to make reservations for an event more than 6 months prior to the event. The Association or Sweetwater team may reserve the Commons for community-wide events up to a year in advance of the event. In order to allow all Owners access to the Commons facilities for popular events, **certain black-out dates will not be available for rental:** New Year's Eve, New Years Day, Super Bowl Sunday, 4th of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.

Noise Control

Bands, music, or other loud noise must cease at 10:00 p.m. Owners and guests are asked to be considerate of neighboring home owners and follow the City of Hailey noise ordinances and guidelines.

Alcohol

If alcoholic beverages are served during a function, alcoholic beverages must be used and dispensed only in accordance with applicable laws and regulations, and **(1) shall not be sold at the function, (2) shall not be served or allowed to be provided to minors at the function, and (3) shall only be provided to or served to adults in a responsible manner**. At any function held in the Commons or on any common area within Sweetwater, if alcoholic beverages are permitted, they are permitted on a "bring your own" basis, or upon Association approval, a hosted bar, and the person reserving the amenity is responsible for ensuring that attendees at the function drink responsibly and legally.

Set-up prior to the event

When making your reservation, please be sure to account for proper set up time if a band, caterer or decorator is going to be utilized. Renters may not begin preparation activities or allow access to the Commons by guests or other participants of the event prior to the reserved periods. Caterers, bands, guests and other non-residents, are not permitted in the Commons without the renter being physically present.

Cleaning and furniture arrangement following the event

It is the responsibility of the renter to put all furniture in its original location and remove all trash, food, and beverages. **The facility must be returned to its pre-use condition.** Renters must remove all personal and rental property by the end of the rental period.

Use Restrictions

The Commons rental is limited to the interior of the Commons and the Commons deck. Restrictions include:

- No smoking is permitted inside or within 25 feet of the Commons facility.
- Events may not overflow onto the park without prior Association approval.
- Structures may not be erected outside without prior Association approval.
- No paint, tape or tacks are permitted on walls, windows, fixtures, molding, fireplace, mantels or ceiling.
- Interior furniture must remain in the Commons at all times.
- No animals are permitted in the Commons, in the pool, or on the patio.
- Patio furniture should remain on the patio.
- Folding chairs and tables may be used in the Commons or on the patio.
- Event participants are not permitted to use the pool facilities other than by special arrangement/approval by the Association. Duly licensed and trained life guards will be hired and paid by the renter.
- Event participants are not permitted to wear wet bathing suits in the Commons.
- Parking is provided adjacent to the Commons and should be used by the participants of the event. If parking is inadequate, guests are requested to park on one side of the street.

Responsibilities, Risks, Liabilities and Hazards

The renter assumes all responsibilities, risks, liabilities and hazards incidental to the activities for (including, but not limited to, the serving of alcoholic beverages), and, by his, her or its signature on the reservation application sheet provided by the Association, hereby indemnifies, releases and forever discharges the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from use of the Commons and its appurtenances. Violations thereof by any person setting up, serving at, present at, attending, or in any other way related to the function, may, at the sole discretion of the Association, result in, but is not limited to, forfeiture of the refundable deposit.

As a condition of use of the Commons, the renter, by his, her or its signature on the reservation application sheet provided by the Association, agrees to the terms of these rules and of the correlating Reservation Agreement and Sweetwater Liability Release, to use the facility subject to the right herein reserved by the Association to enter the Commons and terminate the renter's use thereof should any person engage in conduct that endangers the health, safety or welfare of other persons attending a function at the Commons, or if such conduct constitutes a danger to any personal property located in or about the Commons' property, then the Association's representatives will have the right to immediately terminate the renter's and any guests' use of the Commons.

The renter, or attendees of a renter's event, should not tamper with, or in any way use, the security system located in the Commons during or at the time of departure following an event. Should security personnel be required to come to the Commons during non-office hours because of a non-emergency call or false alarm due to tampering or using the security system, a fee of \$75 will be incurred and deducted from the deposit, in addition to any damages, costs or expenses caused by any indemnity obligation of such renters.

Indemnity

The renter, by his, her or its signature on the rental application, agrees to indemnify and hold harmless the Association, its officers, directors, employees, agents and members, past, present, and future, from any and all damages, charges, claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by the Association, the Declarant, any Owner, family member, employee, agent, servant, guest, invitee, or any other person which arise from or are in any way related to the agreed upon function, activity, rental or use of the Commons, whether or not caused by the Association's negligence or any representative thereof.