

# **FACILITY USE AGREEMENT FOR INDIAN SHORES CLUBHOUSE**

The facility subject to this agreement is the Indian Shores Clubhouse ("Clubhouse") located at 2430 NE 14<sup>th</sup> Street, Lincoln City, Oregon 97367. This Facility Use Agreement ("Agreement") is between Indian Shores Association ("ISA") and \_\_\_\_\_ ("Borrower"), a resident of Indian Shores, for the limited period of \_\_\_\_\_ (time and date) to \_\_\_\_\_ (time and date).

## **1. TERMS OF USE:**

- a. The Clubhouse is available for use by Indian Shores residents in good standing and their guests only.
- b. Use of the Clubhouse is included in the HOA dues and does not incur an additional fee.

## **2. RESERVATION PROCEDURE:**

- a. Borrower must submit a reservation request to the ISA at least seven days in advance.
- b. Reservations are subject to availability and are on a first-come, first-served basis.
- c. In the event that Borrower decides to cancel this reservation, please give the courtesy of as much notice as possible to ISA so that others may have the opportunity to use the Clubhouse.

## **3. USE OF CLUBHOUSE:**

- a. Borrower agrees to use the Clubhouse in a responsible manner and adhere to all rules and regulations set forth by the ISA.
- b. The Clubhouse must be used for lawful purposes only.
- c. Use for commercial or political purposes is prohibited.
- d. Use for charitable purposes is acceptable.

## **4. LIABILITY AND DAMAGES:**

- a. Borrower assumes full responsibility for any damages incurred to the Clubhouse or its contents during the use of the Clubhouse.
- b. Borrower agrees to pay the full cost of repairs or replacement for any damage caused by Borrower or their guests.

## **5. CLEANUP AND RESTORATION:**

- a. Borrower is responsible for leaving the Clubhouse in the same condition as it was found, including but not limited to cleaning up any debris, removing personal belongings, and disposing of trash properly.
- b. Any necessary cleanup or restoration costs will be the responsibility of the Borrower.

## **6. INSURANCE:**

- a. ISA is not responsible for any loss or damage to personal property brought into the Clubhouse by Borrower or their guests.
- b. The Borrower is encouraged to obtain appropriate insurance coverage for their event.

## **7. INDEMNIFICATION:**

- a. Borrower agrees to indemnify and hold harmless ISA, its officers, directors, employees, and agents from any claims, damages, losses, costs, expenses, and liabilities arising out of or related to the use of the Clubhouse by Borrower or their guests.

**8. COMPLIANCE WITH LAWS:**

a. Borrower agrees to comply with all applicable federal, state, and local laws and regulations during the use of the Clubhouse.

**9. TERMINATION:**

a. ISA reserves the right to terminate this Agreement and revoke the Borrower's access to the Clubhouse at any time for any reason that is not against public policy, or for no reason at all.

**10. GOVERNING LAW:**

a. This Agreement shall be governed by and construed in accordance with the laws of Oregon.

**11. ENTIRE AGREEMENT:**

a. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use Agreement as of the effective date.

**Indian Shores Association**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By signing below, Borrower acknowledges and agrees to abide by the terms and conditions outlined in this Facility Use Agreement.

**Borrower**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_