

SUNLAND VILLAGE EAST ASSOCIATION

**2145 South Farnsworth Drive
Mesa, Arizona 85209**

480-380-0106

Room Usage Policy and Procedure

Effective Date: October 14, 2010

Hereby Approved by the SVE HOA Board of Directors



Gene Trust, Secretary

ROOM USAGE POLICY AND PROCEDURE

POLICY

This Policy and Procedure is subject to the SVE Governing Documents, which authorize the SVE Board of Directors to:

- Establish, require or not require, and charge or not charge fees for use of SVE Facilities,
- Establish, require or not require, and obtain or not obtain a security deposit or deposits for use of SVE Facilities, and
- Permit and limit use of SVE Facilities to those SVE Members who are in Good Standing.

Permission by the Board to use SVE Facilities is a revocable license to the User for the User to use the Facilities. Permission to Use the Facilities is not a grant to the User or any others of any rights at law or equity, including, without limitation, possession, use, lease, permit, alteration, change, damage, deconstruction, modification, painting, or removal of any of the Facilities.

The Board reserves the right at any time to deny use of or to immediately revoke, without written notice, permission to use any of the Facilities for any unlawful or immoral purpose. Abuse of Facilities or use of Facilities for other than the stated Use are grounds for denial by the Board of continued, further, or future use by the User of any of the Facilities.

Certain capitalized terms used in this Policy and Procedure were defined on the preceding page #1 to this Policy and Procedure.

1. **Effective Date.** This Room Usage Policy and Procedure is made effective by the SVE Board of Directors on October 14, 2010 and supersedes and replaces in whole any previously dated or implemented SVE policy and/or procedure relating to or regarding the use of SVE Facilities, which are hereby and hereafter deleted and of no effect.
2. **SVE Facilities.** The only SVE Facilities presently available for Rental are the:
Auditorium and kitchen
Mesa Verde Room and kitchen
Saguaro Room
Oakwood Room and kitchen
Rosewood Room and kitchen
3. **Priority of Use of SVE Facilities.** Priority of Use of Facilities will be pursuant to the *Facilities Reservation Priority* to this Policy and Procedure.
4. **Use by SVE Members in Good Standing.** SVE Facilities are equally available to and for use by all SVE Members in good standing with the Association. As the SVE Facilities are owned and operated by the Association for the benefit of SVE Members in Good Standing, all Uses of such Facilities shall be open to such Members, except where a Use is for other than Open Use as defined herein and designated on the Room Reservation Request Form provided herein. Limitation

4. (cont.) and/or restrictions placed by the User during any Use shall make any such Use a Use other than Open Use.

5. **Use Fees, Security Deposits, and Refreshment Fees.** SVE Members in Good Standing with the Association may request use of and use the Facilities subject to this Policy and Procedure (Use Fees may apply). SVE clubs or organizations in good standing may request use of and Use the Facilities subject to this Policy and Procedure, so long as the membership in such clubs or organizations are and remain open to all SVE Members (Use Fees may apply). Use of the Facilities by nonmembers will be with Fee, Deposit, and proof of liability insurance, subject to this Policy and Procedure. Fees pursuant to this Policy and Procedure.

Security Deposits. Aside from and in addition to the Use Fees, if any, the Board from time to time may establish and require from a User a Security Deposit to be deposited with SVE prior to the intended use for any damages to the Facilities used, or their cleaning and return of them to SVE in the same condition as when made available for use, or both. The Board reserves the right to require a Deposit even though a Use Fee is not charged to the User. The Security Deposit will be returned to the User after the Facilities used are cleaned and restored to their same condition as when made available to the User for use, and their use is returned by the User to and accepted by SVE.

Amenity Fees. Aside from and in addition to the Use Fees, if any, the Board may require from a User a fee for use of microphones, set up, coffee and other amenities. Fees pursuant to this Police and Procedure.

Refreshment Fees. A Refreshment Fee to be established by the Activity Director will be charged to and payable by the User prior to the Use for refreshments, if any, served by SVE during the Use.

6. **Use Fee Charges**

Memorials. No Use Fee will be charged for Facilities used for Member memorials. However, donation of \$50 is suggested. A Use Fee of \$100, will be charged for Member hosted memorials held for immediate family.

Open Use. A Use Fee, Amenity Fee and Refreshment Fee may from time to time be charged for Facilities used for Open Uses.

Private Use. A Use Fee, will be charged for Facilities used for Private Uses.

Restricted Political Uses. A Use Charge will be charged for Facilities used for Restricted Political Uses.

SVE Sponsored Uses. Use Fees may or may not apply for SVE Sponsored Uses

Seminar/Commercial Use. A Use Fee will be charged for Seminar/Commercial Use.

7. **Use Rules.** Use of SVE Facilities shall be subject to the Use Rules set forth, as applicable, in this Policy and Procedure.

8. **Classes.** The Board reserves the right to require for the conduct of any Class written waivers of liability, in the form acceptable to and by SVE which relieve, indemnify, and hold

harmless the Association, SVE Board of Directors, SVE officers, employees, and agents, and SVE Members from any and all liability or cause of action which arise or may arise from the use; and to require an Instructors proof of liability insurance effective prior to the commencement of and during the conduct of any given class. Member instructors shall fill out a volunteer agreement form which will cover them under SVE insurance. Each class participant shall execute and the class instructor for each participant will deliver and submit to the Activity Office for acceptance an executed waiver form prior to the commencement of the participant's participation in the given class. SVE reserves the right not to accept any waiver in any form of writing. No instructor is permitted to allow participation in the class unless and until a participant has executed a waiver form and the form is submitted to and accepted by the Activity Office.

9. **Entertainment.** At the Activities Director's discretion each Performer may be asked to deliver and submit to the Activity Office for acceptance an executed waiver form prior to the commencement of the Performer's performance of the given entertainment which relieve, indemnify, and hold harmless the Association, SVE Board of Directors, SVE officers, employees, and agents, and SVE Members from any and all liability or cause of action which arise or may arise from the use
10. **Liability.** Private use of SVE Facilities by a Member may be subject to obtaining waivers of liability or proof of insurance. Private use of SVE Facilities for Seminar/Commercial Use shall be subject to obtaining waivers of liability, or proof of insurance to the Association from the Users.
11. **Catering/Bartending.** Proof of liability insurance and a current business license are required and shall be provided by each caterer using SVE Facilities. Proof of liability insurance and a current business license are required and shall be provided by each bartending service using SVE Facilities.
12. **Bus Tours.** Proof of liability insurance naming SVE as the additional insured must be on file in the SVE Activities Office before club/group or SVE sponsored trips depart SVE.
13. **Attachments and Forms.** The above Attachments and Forms identified in the Table of Contents to this Policy and Procedure, which are subject to change from time-to-time at the discretion of the SVE Board of Directors, are incorporated into, and made part of this Policy and Procedure by this reference.

PROCEDURE

1. All Uses will be scheduled by the SVE Activity Director in advance of the use. In the event of conflict between a scheduled use and a memorial, the Activity Director will reasonably attempt to accommodate the scheduled User and the Member requesting Facilities for the memorial with use of available SVE Facilities.

2. Most club, group and activity event dates and times will be grandfathered in based on the previous calendar year. Written requests for use of facilities during a scheduled year must be submitted to the Activity Office for those events which are unique to the yearly SVE calendar, occurring once a month, last minute bookings or changes, and private or commercial events. The request for facility uses calendar is from June 1st to May 31st succeeding year. No reservations, grandfathered or other, will be made before June 1st for the following year and notifications will go out for grandfathered bookings no later than March 31 of the current year.

3. All requests and required waivers of liability for Use of SVE Facilities shall be substantially in the forms prescribed to this Policy and Procedure. The forms will be available in the Activity Office and will be presented at time of booking. In the event of a grandfathered booking, a club or group representative must come in and sign all necessary waivers and room reservation forms in a timely manner. Acceptance by the Association of alterations, changes, or additions to such Forms shall be at the sole and absolute discretion of the SVE Board of Directors without penalty to the Association. Requestors will be notified in writing of the disposition of their respective requests.

4. Use of Facilities will be scheduled in the order by date the requests are received by the Activity Office.

5. Users are responsible for following and adhering and liable for failure to follow and adhere to the above Use Rules and are responsible, accountable, and liable for their Use or misuse of the Facilities. Users are responsible, accountable, and liable for the acts or omissions of their guests and their contractors, agents, and representatives in following and adhering to such Rules.

6. Keys or codes to Facilities will be issued to the User only. Users will not allow access to persons other than the User's invitees, contractors, agents, and representatives. Keys or codes may be obtained at the Association's office for the reserved room during the Association's business hours. Should a User fail to obtain the keys, codes and/or requested equipment before close of business hours, a minimum fee of \$25.00 per labor hour may be charged to obtain the keys, codes and/or equipment after such hours.