

## Clubhouse License Agreement

Name/Licensee: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Use Date: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Number of Guests Expected: \_\_\_\_\_

Maximum 226 people

<p><b>Area To Be Used:</b></p> <p><input type="checkbox"/> Upper Floor (includes upstairs deck area) Maximum 99 people</p> <p><input type="checkbox"/> Lower Floor (includes outdoor patio area) Maximum 127 people</p> <p><input type="checkbox"/> Full Building (Upper/Lower) Maximum 226 people</p>	<p><b>Period of Use:</b></p> <p>Please note: The time you book includes the time needed for both setting up and cleaning up. Be sure to plan accordingly.</p> <p><input type="checkbox"/> Full Day 8am-10pm</p> <p><input type="checkbox"/> Hourly (3hr minimum) from _____ am/pm to _____ am/pm</p>
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<b>2026 Clubhouse License Fee Schedule</b>				
Monday - Thursday	Stansbury Resident Rates:		Non-Resident Rates:	
	Hourly (3hr minimum)	Daily	Hourly (3hr minimum)	Daily
Upstairs OR	\$100	\$550	\$150	\$750
Downstairs:				
Entire Building:	\$135	\$1,000	\$185	\$1,370
Friday - Sunday	Hourly (3hr minimum)	Daily	Hourly (3hr minimum)	Daily
Upstairs OR	\$135	\$675	\$185	\$925
Downstairs:				
Entire Building:	\$170	\$1,260	\$220	\$1,630
<b>*Optional Add Ons</b>	*Alcohol Fee: \$400	*Microphone Fee: \$30	* Microphone Deposit: \$500	
<ul style="list-style-type: none"> <li>• <b>Nonrefundable Deposit to Book Reservation: \$300</b></li> <li>• <b>Damage &amp; Excessive Cleaning Fee Deposit: \$800</b></li> </ul>				
\$800 Refundable if paid with Cash/Check, \$780 Refundable if paid by Credit Card				

A mandatory deposit of **\$300** is required to reserve the requested date of the Clubhouse building.

**This deposit is NON-Refundable but is applied to the total rental cost.**

If the Licensee needs to cancel the reservation and payment was made beyond the \$300 deposit, the rest will be refunded if we have 72-hour notice.

In exchange for the sum of \$300.00, the Stansbury Service Agency agrees to reserve the space stated above for the Licensee for the time frame and date stated above. This is a NON-Refundable fee.

**Please sign initials** \_\_\_\_\_

- The Upstairs use includes 100 Chairs, 10 round tables (5ft) and 10 rectangle tables (6ft x 2 ½ ft)
- The Downstairs use includes 84 chairs, 8 round tables (5ft) and 10 rectangle tables (6ft x 2 ½ ft)
- Each table can sit up to 8 people. To sit more comfortably, we recommend 6 at each table.

The remaining balance is due the business day before the use and before building access is given.

**Additional Fees**

**\*An upfront damage/cleaning fee\* of \$800 will be charged prior to receiving access to building.** \$800 will be refunded within 30 business days, if there is no damage. If paid with a card, a \$20 convenience fee is applied, \$780 will be refunded within 30 business days, if there is no damage. Please see cleaning & checkout requirements list.

\*If licensee would like to have Alcohol, there is an **additional \$400 fee to bring alcohol on the premises.** See 3-6 in Terms and Conditions Document.

\* Microphone rental is available for \$30 with a \$500 deposit.

\*If any **damage occurs to the building or equipment therein, the licensee will be charged \$800.00** and held accountable for the full repair cost.

\*Your rental time includes both setup and cleanup. We do not prorate; all charges are by the hour. If the licensee is found using the reserved space before or after the agreed-upon time, or is found using areas of the building not included in the rental, they will be responsible for paying for the additional hours at the full hourly rate.

The licensee will need to provide a credit card, check or cash for the fees listed above.

**Please sign initials** \_\_\_\_\_

**Licensee has read, understands and agrees to fully abide by the Terms and Conditions, Use Reminders and Cleaning and Check-out Requirements attached hereto and incorporatd by reference herein (collectively, the "Agreement").**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*Licensee*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*Stansbury Service Agency*

**Pin for doors \_\_\_\_\_ Doors will unlock at \_\_\_\_\_ am/pm and lock at \_\_\_\_\_ am/pm**

**Doors that you will have access to:**  Front  North side (by parking lot)  South side

**OFFICE USE ONLY**

The lessee has received a copy of the following:

\_\_\_\_\_ Stansbury Service Agency Clubhouse License Agreement

\_\_\_\_\_ Stansbury Service Agency Clubhouse Use Walk Through

**Lessee has paid in full in the amount of \$** \_\_\_\_\_

**\$300 Reservation Deposit** Paid on \_\_\_\_\_  Online  Card  Cash  Check # \_\_\_\_\_

**Remaining Balance** \$ \_\_\_\_\_ Paid on \_\_\_\_\_  Card  Cash  Check # \_\_\_\_\_

**\$800 Damage/Cleaning Fee Deposit** Paid on \_\_\_\_\_  Card  Cash  Check # \_\_\_\_\_

\$800 refundable if paid with cash or check, \$780 refundable if paid with card

**Damage/Cleaning Fee Deposit** Refunded YES / NO Refunded on \_\_\_\_\_ Amount \$ \_\_\_\_\_

**\*Optional**

**\$400 Alcohol Fee** Paid on \_\_\_\_\_  Card  Cash  Check # \_\_\_\_\_

**\$30 Mircophone Rental** Paid on \_\_\_\_\_  Card  Cash  Check # \_\_\_\_\_

**\$500 Microphone Deposit** Paid on \_\_\_\_\_  Card  Cash  Check # \_\_\_\_\_

## TERMS AND CONDITIONS

**IN CONSIDERATION** of the Stansbury Service Agency (the “*Licensor*”) permitting Licensee to use the Stansbury Park Clubhouse as described above (the “*Licensed Premises*”), and for other good and valuable consideration as set forth herein, the Parties agree as follows:

**1. Acknowledgments.** Licensor and Licensee hereby understand, acknowledge and agree that:

(a) Licensee desires to use the Licensed Premises and the Licensed Facilities designated above (collectively, the “*Licensed Premises*”), for the Event described herein (the “*Event*” or “*Permitted Use*”). Licensor is willing to allow Licensee to use the Licensed Premises for the Permitted Use, subject to the terms, conditions, limitations and provisions set forth in this Agreement.

(b) Licensee represents and warrants that it has inspected the Licensed Premises and is familiar with the boundaries thereof and the lake and any hazards situated outside the boundaries, and is satisfied, based on its own investigation and review that the Licensed Premises are in good order and repair, clean and satisfactory for its intended use and purposes. Licensor makes no representations, promises or warranties concerning the suitability of the Licensed Premises for Licensee’s use and purposes.

**2. Grant of License for Permitted Use; Term; License Fees**

(a) Grant of License; Term. Licensor hereby grants to Licensee the right and license to enter and use the Licensed Premises for the Permitted Use (the “*License*”), on the date (the “*Event Date*”), and during the time set forth above (the “*License Term*”). In the event Licensee, its guests and/or any vendors retained by Licensee arrive earlier and/or stay later than the starting and ending times for the License Term set forth above, an additional license fee of \$100.00 per hour either before or after, shall be charged in order to compensate Licensor the extra time actually utilized by Licensee, its guests and vendors, beyond the stated License Term.

(b) License Fees. The Total License Fee shall be due and payable in full as set forth above, and payment in full shall be a condition precedent to the use of the Licensed Premises for the Permitted Use.

(d) Security Deposit; Security Agreement; Perfection.

(1) In addition to the License Fee and the Date Reservation Deposit, Licensee hereby agrees to make a one-time security deposit in the amount stated above. Licensor may use all or any portion of the cash on deposit or make charges against the Credit Card using the card number provided by Licensee, as necessary, to cover or offset any damage or loss to the Licensed Premises, or the fixtures, furnishings and equipment therein, occurring during the License Term or any holdover period. The security deposit is not a cap on the amount Licensor may recover for damage or loss occurring during the License Term or any holdover period, and Licensor reserves the right to legally pursue Licensee for all such damage and loss. Any part of the cash on deposit which is not used or needed to cover or offset damage or loss shall be refunded to Licensee within five (5) business days following the end of the License Term.

(2) Licensee hereby grants to Licensor a security interest in and to the Security Deposit to secure the performance of Licensee’s obligations under this Agreement (the “*Secured Obligations*”). Licensee grants Licensor control over the Credit Card and such funds and any accounts in which Licensor shall hold the Security Deposit, as contemplated by the Utah Uniform Commercial Code until the Secured Obligations, if any, have been fully satisfied, as determined by Licensor in its sole discretion. The security interest granted hereunder to Licensor in and to the Security Deposit shall be first priority at all times. Licensee represents and warrants to Licensor that the control granted by this Agreement over the Security Deposit and any account in which such funds are held from time to time is sufficient to perfect Licensor’s security interest in and to the Security Deposit in accordance with the Utah Uniform Commercial Code.

**3. Use of Licensed Premises.** Licensee shall have access to and a license to use the Licensed Premises in conformance with the following:

(a) Access to and Use of the Licensed Premises. Licensee shall have full access to the Licensed Premises during the License Term. Licensee shall only utilize the Licensed Premises during the License Term for purposes reasonably

related to the Permitted Use. Licensee shall take all actions necessary to restrict access to the Licensed Premises to Licensee and its guests, contractors and invitees. Licensee shall be responsible for all damage that occurs during the License Term to the Licensed Premises, and to the furnishings, fixtures, equipment and other personal property in and about the Licensed Premises owned by Licensor, its vendors and contractors, except to the extent resulting from the negligence or willful acts of Licensor, its vendors or contractors. Licensee will be responsible to obtain any and all consents, permits and licenses necessary for any event during the License Term.

(b) As-is Condition. Licensee agrees to accept the Licensed Premises at the start of and throughout the License Term in its present condition, "as-is," "where is," "with all faults," and hereby acknowledges that Licensor has no obligation hereunder to make any changes, alterations or modifications to the Licensed Premises.

(c) End of Event Clean-up. Licensee shall be required to clean-up items that Licensee has brought onto all areas within the Licensed Premises (including, without limitation, the parking lot), and otherwise return the Licensed Premises at the end of the License Term in the same condition that existed at the time of Licensee's entry thereon (the "*Required Condition*"). Licensee shall promptly repair any and all damage to the Licensed Premises resulting from the Permitted Use so as to fully restore the Licensed Property to the Required Condition.

(d) Use Rules and Policies.

(1) The number of guests shall be limited to the number set forth above.

(2) Activities related to any event shall only be authorized within the Licensed Premises, and not on any adjoining private or county property. All yard-type games, including, without limitation, croquet, games involving ball throwing, badminton, and the use of inflatable toys are not allowed.

(3) Any music or other sound generated by Licensee or its invitees must be controlled so as to not disturb neighboring residents or businesses, as determined by Licensor at its sole discretion.

(4) All decorations used within all interior facilities and outside must be self-standing or be able to be affixed to any wall or other surface by tying, or otherwise as approved by Licensor. Licensee shall refrain from: (i) attaching, placing, altering, exhibiting, inscribing, painting or affixing any sign, advertisement, notice or other lettering on any part of the Licensed Premises, inside or out; (ii) screwing, tacking, bolting or drilling into existing walls at the Licensed Premises, building new walls or floors, attaching fixtures, replacing flooring or making any other alteration to the Licensed Premises; and (iii) using glitter, confetti or silk flower petals for decorating or other use inside or outside. All inside and outside decorations to be used in connection with the Permitted Use shall first be approved by Licensor. Licensee acknowledges that Licensor does not set up or take down any of the Licensed Facilities contracted for herein or any other decorations utilized by Licensee in connection with the Event, unless otherwise agreed-to in writing.

(5) All smoking is prohibited in the interior spaces of the Licensed Premises and in the vineyard area of the Premises. If smoking takes place in violation of this prohibition, Licensee agrees to forfeit the full cash amount of the Security Deposit set forth in Section 2(d) or to allow a charge on the Credit Card for the same amount, to cover all costs incurred in removing any smoke odor from the Licensed Premises. In addition, a charge shall be made against the Security Deposit in the amount of \$5.00 for each cigarette butt found by Licensor on the Licensed Premises.

(6) Use of alcohol on the Licensed Premises is subject to the following:

(A) All alcohol must be obtained and provided by the Licensee, at its sole cost and expense, and shall be given, served and/or otherwise provided by Licensee or representative or agent of Licensee, and not by Licensor, and if through the use of an open bar then only with a licensed bartender who shall be hired, provided, managed and supervised by Licensee at Licensee's sole discretion, cost and expense. The bartender shall not be allowed to consume any alcohol during the Event. Alcohol shall not be allowed to be served by the shot. Licensee acknowledges, understands and agrees that Licensee, and not Licensor, shall be solely and separately liable under Section 32B-15-201 Utah Code Annotated, or otherwise, for any injuries and/or damages of whatsoever, kind, nature or extent, resulting from or otherwise attributable to the provision, distribution, service and use of any alcoholic product upon the Licensed Premises, and Licensee shall to the fullest extent permitted by law indemnify and hold Licensor harmless with respect thereto pursuant to the provisions of Section 4 of this Agreement.

(B) No underage drinking shall be allowed. Verification of legal drinking age shall be required by proper identification as a condition to the dispensing of any alcoholic beverage to any individual on the Licensed Premises.

(C) Licensor reserves the right to end the event if, in Licensor's sole discretion, the Event becomes too rowdy or out of control due to the consumption of alcohol, or if the requirements of this subsection are not being complied with.

(D) Licensee, and not Licensor, shall be solely and separately responsible to insure that one or more designated drivers, as necessary, are provided and used to transport all persons who consume any alcohol product anywhere on the Licensed Premises. To qualify as a designated driver, the individual so designated shall not have consumed any alcohol product prior to operating a motor vehicle.

(7) The use of any controlled substance, other than alcohol as provided above, on the Licensed Premises is strictly prohibited. If such use occurs, Licensee shall forfeit the Security Deposit and, in addition, may be required to cover all other additional costs incurred in removing debris or odor from such use.

(8) Licensee shall not bring or allow to be brought upon the Licensed Premises any hazardous, dangerous, flammable or explosive material, including, but not limited to candles, sparklers or fireworks.

(9) Licensee may use reasonable signage in connection with the Permitted Use as approved by Licensor. All signage shall be installed by Licensee as approved by Licensor, and be removed by Licensee at Licensee's sole cost and expense.

(10) Licensee shall give to Licensor immediate notice of any accident, fire or damage occurring on or to the Licensed Premises during the License Term.

(e) Food Served on the Licensed Premises.

(1) Licensee accepts total responsibility and liability for food served on the Licensed Premises in connection with the Permitted Use. The kitchen facilities provided in connection with the use of the Licensed Premises are strictly to be used for warming, chilling, arranging, and serving food. No cooking of food is allowed on the Licensed Premises. Licensee may bring and use appliances such as warmers, crockpots, etc. in addition to the kitchen facilities on the Licensed Premises. The use of chocolate fountains shall only be authorized under the direct supervision of a professional caterer.

(2) Arrangements for all food items proposed to be served on the Licensed Premises shall be presented to and approved by Lessor not later than two (2) weeks prior to the scheduled Event.

(f) Supervision of Children. All children must be supervised by Licensee at all times. Licensor shall have no responsibility whatsoever to supervise children or their activities on the Licensed Premises and shall have no responsibility or liability for their actions. All children must be kept within the Licensed Premises. **Licensor is hereby put on notice of the existence of Stansbury Lake, an open body of water situated immediately adjacent to the Licensed Premises, and Licensee is warned to govern itself and to warn or otherwise notify Licensee's guests, contractors and invitees accordingly.**

(g) Right of Inspection. Licensor and its duly authorized agents shall have the right at all times during the License Term, and any extension thereof, to enter upon the Licensed Premises to inspect the same for compliance with terms and provisions of this Agreement and otherwise at the discretion of Licensor.

#### **4. Acknowledgement, Waiver, Release and Indemnification.**

(a) The Licensee, for himself or herself, his or her spouse, legal representatives, heirs, and successors-in-interest and assigns, hereby knowingly and voluntarily waives, releases and discharges Licensor, and agrees, to the fullest extent permitted by law, to indemnify and hold Licensor, and its officers, employees, agents and volunteers, and each of them (hereinafter collectively referred to as "Indemnified Parties"), harmless (i.e. secure, reimburse, and make the Indemnified Parties whole), from, against, or as a consequence of, any and loss, expense, cost (including, without limitation, attorneys' fees), claim, lawsuit, action, demand, damage, and/or liability imposed or claimed to be imposed upon the Indemnified Parties for bodily injuries, including death, or for damage to property, real or personal, sustained by Lessee, or any of Lessee's guests, invitees and other third parties, on any basis of liability, in tort or otherwise, which arises out of or is attributable in any way to their entry upon, use or occupancy of the Licensed Premises and Licensed Facilities in connection

with the Permitted Use, or the exercise of Lessee's rights and privileges under this Agreement between Licensee and Licensor. Licensee knowingly and voluntarily assumes full responsibility for all risks associated with the entry upon, use or occupancy of the Licensed Premises and Leased Facilities by Licensee and its guests, invitees and other third parties, including, without limitation, death, or other injury to children or adults resulting from any accident or incident involving Stansbury Lake.

(b) Licensee acknowledges, understands and agrees that photographic or other images and/or recordings may be taken in connection with the Permitted Use, and agrees that such images and/or recordings may be used by Licensor on social media, or otherwise, for use in planning and booking events and for advertising purposes, unless, and except to the extent that, such use by Licensor is expressly prohibited or otherwise limited by Licensee pursuant to an instrument in writing, signed by Licensor and Licensee, which shall be attached to and made a part of this Agreement; and if such use is not prohibited or limited by Licensee, Licensee hereby voluntarily waives, releases and discharges the Indemnified Parties, and agrees to indemnify and hold the Indemnified Parties, harmless from and against any claim, lawsuit, action, demand, damage and/or liability as a result of the use of such images, photographs, video recordings, and electronic sound recordings, now or in the future, whether that use is known to Licensee or any invitee, guest or other third party entering upon, using or occupying the Licensed Premises and the Licensed Facilities in connection with the Permitted Use. Licensee further waives any right to royalties, or other compensation arising from or related in any way to the use of said images or recordings.

(c) The Licensor utilizes video surveillance cameras on the Licensed Premises for security purposes. Video cameras are located at various locations inside and outside the Stansbury Clubhouse and are intended to deter crime and protect the property. Licensee acknowledges that cameras may record common areas, but **not** areas where Licensee and its guests, invitees and contractors may have a reasonable expectation of privacy (eg. bathrooms). Licensee acknowledges that Licensee or its designated representatives, may have access to the video footage and that it will be stored for a reasonable period of time before being deleted. Licensee further acknowledges that it has been fully informed of the presence of video cameras and the purpose for the same, and is agreeable with their use as provided herein.

(d) Licensee hereby states that he or she has read and fully understands this Agreement, has had the opportunity to be advised by Licensee's own legal counsel with respect to the terms of this Agreement, and expressly agrees that the waiver, release and indemnity provided for herein is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and that if any portion hereof, for any reason, is held to be invalid or otherwise unenforceable, it is agreed that the remaining terms and provisions hereof shall, notwithstanding, continue in full legal force and effect. All applicable provisions of the Utah Governmental Act shall apply.

**5. Agreement Not a Lease.** Licensee hereby acknowledges, understands and agrees that this Agreement confers upon Licensee only a license to use the Licensed Premises for the Permitted Use during the License Term, and is not intended as (and shall not be deemed to constitute) a lease agreement conferring upon Licensee a leasehold interest in and to the Licensed Premises.

**6. Non-waiver.** A waiver of any breach or default shall not be a waiver of any other breach or default. Licensor's consent to, or approval of, any act by Licensee requiring Licensor's consent or approval shall not be deemed to waive or render unnecessary Licensor's consent to or approval of any subsequent similar act by Licensee.

#### **7. Force Majeure Termination.**

(a) Notwithstanding anything in this Agreement to the contrary, performance by Licensor shall not be deemed to be in default, and Licensor shall not be subject to liability under this Agreement should any circumstance, situation or occurrence, including but not limited to the following occur: (1) an act of God; (2) wars, insurrections and/or civil disturbance; (3) strikes, lock-outs or other labor disputes affecting Licensor and/or any vendor of Licensor; (4) disasters, natural or otherwise, directing or indirectly affecting any facility at the Stansbury Clubhouse, including, without limitation, fire, lightning, floods, earthquakes, wind, drought, snow, pestilence or other immobilizing effects of inclement weather, and other natural disasters; (5) shortages or disruption of electrical, gas and other power supplies, water and/or other essential utilities; (6) acts of terrorism or threats of terrorism in the United States, the State of Utah and/or Tooele County as substantiated by government regulations, warnings or advisory notices; (7) epidemics, pandemics, embargoes and/or other disease related causes, including by way of example, but not limitation, Covid-19, SARS, Legionnaires, Swine Flu, and any other disease or affliction, known or not now known, which results in illness of Licensor's workforce or other unavailability of labor and/or any government quarantines, shelter-in-place orders, closures or other mandates, restrictions of directives; (8) governmental (including federal, state and local administrative and legislative) orders, laws, regulations, policies, restrictions, warnings, advisories or recommendations (including, without limitation, those related to disease, quarantine, travel, type and size of gatherings, maximum numbers of attendees at permitted gatherings and other capacity limitations, and/or otherwise; (9) curtailment of

transportation including road blockages and closures, and other travel restrictions which would materially and unreasonably affect attendees from having access to the Vineyards; and/or (10) any other situation, circumstance or occurrence which is not within Licensor's reasonable control, whether similar or dissimilar to any of the foregoing enumerated situations, circumstances or occurrences, which prevents, hinders, disrupts, suspends, delays or otherwise impacts any performance required by Licensor under this Agreement. Upon an occurrence of force majeure as defined herein, Licensor shall promptly notify the Licensee, at the address first set forth above, that a force majeure circumstance has occurred and inform Licensee of its anticipated effect on the scheduled Event, including whether and to what extent the Agreement must be terminated, postponed or rescheduled, as set forth in Subsection 7(b) below. If necessary, as determined by Licensor in its sole discretion, Licensor may terminate this Agreement, without liability, due to such situation, circumstance or occurrence. For purposes of this Agreement, "not subject to liability" or "without liability" shall mean that Licensor shall not be found to have breached the Agreement, that there will be no obligation to refund the Security Deposit or any License Fee theretofore paid, and that in no event shall Licensor be liable for any direct, indirect, consequential, compensatory, liquidated or any other damages incurred by Licensee, and that no amounts whatsoever shall be imposed by Licensee against Licensor, or otherwise be due and owing by Licensor to Licensee as a result of any of the circumstances, situations or occurrences set forth herein.

(b) Notwithstanding Subsection 7(a) above, Licensor, in its sole discretion, may agree (i) as an option to termination of the Agreement, to postpone and re-schedule the Event to a different date and/or time, pursuant to the same terms as set forth in this Agreement or otherwise as agreed-to by and between the Parties, and to apply the Security Deposit and any License Fees theretofore paid, less expenses incurred by Licensor in connection with the Event as originally scheduled, to the Event as rescheduled; or (ii) terminate the Agreement and refund to Licensee all or any portion of the Security Deposit and/or any License Fees theretofore paid, less expenses incurred by Licensor in connection with the Event as originally scheduled.

## **8. Miscellaneous.**

(a) The relationship of the Parties hereto is solely that of Licensor and Licensee, and under no circumstances shall the Parties hereto be considered as partners, joint venturers, agents or employees of the other.

(b) By this Agreement Licensor does not condone or ratify any act, statement or other conduct by Licensee, or its guests, invitees or others.

(c) Time is of the essence of this Agreement and of every covenant, term and condition contained in this Agreement. All days referred to in this Agreement shall be calendar days unless otherwise noted.

(d) Licensee's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned, and any attempted assignment shall be void and of no effect. Licensee shall not subcontract for any services at the Licensed Premises during the Term until it has received the prior written consent of Licensor. Licensor may assign this Agreement, and notice of such assignment shall be given to Licensee. This Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns.

(e) The laws of the State of Utah shall govern the validity, performance, interpretation and enforcement of this Agreement. Any action to enforce this agreement shall be brought in the Third District Court for the State of Utah, Tooele County, which court shall have personal jurisdiction over the Parties in any such action.

(f) The invalidity or unenforceability of any covenant, term and condition of this Agreement or any portion of any term, covenant or condition of this Agreement, shall not affect any other covenant, term or condition of this Agreement, and all remaining terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(g) In the event any Party hereto shall commence a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees, costs and disbursements from the non-prevailing Party, to be fixed by the court in the same action. The term "legal proceeding" shall include appeals from a lower court judgment as well as a proceeding in the Federal Bankruptcy Court, whether or not they are advisory proceedings or contested matters.

(h) This Agreement, and all attachments hereto and exhibits herewith, once fully executed, shall embody the entire agreement of the Parties hereto with respect to Licensee's use of the Licensed Premises and all prior understandings and representations of the Parties, written or verbal, with respect thereto are incorporated herein.

(i) This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

(j) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. A signature received via facsimile or electronically via e-mail shall be as legally binding for all purposes as an original signature.

(k) The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

**IN WITNESS WHEREOF**, the Parties have caused this License Agreement to be duly executed effective as of the date the Licensor signed this Agreement as set forth above.

**Please sign initials** \_\_\_\_\_

## **CLUBHOUSE USE REMINDERS**

- **DO NOT MOVE FURNITURE**
- Do not hang things from sprinklers, walls or ceilings
- No GLITTER!
- Music cannot disturb neighboring residents and businesses.
- Smoking is prohibited on Stansbury Service Agency Property.
- Underage drinking is prohibited.
- Use of controlled substances is prohibited.
- The kitchen is not for cooking food. It is used for warming, chilling, arranging, and serving food.
- Please watch your children. We are not responsible or liable for the actions/activities of children.
- The following is not allowed on the property:
  - Hazardous, dangerous, flammable, or explosive materials.
  - Sparklers, fireworks or open flame candles. Battery operated candles are okay.
  - Glitter, confetti, silk flower petals.

Please notify us immediately if there is an accident, fire, or damage.

Use our on-call number: 801-380-0388

**Please sign initials** \_\_\_\_\_

# Cleaning & Check-out Requirements List

Cleaning supplies are in the kitchen. Extra bathroom toiletries can be found in the women's restroom cabinet.

- Sweep all floors – Do NOT mop floors – Spot clean any spills ASAP
- Wipe off kitchen counters and stovetop
- Wipe off tables and chairs. Put tables and chairs back in the closets (as pictured on closet doors)
- Remove food from refrigerator/freezer
- Wipe down inside of refrigerator
- Clean bathroom sinks, mirrors, and toilets
- Empty all garbage cans, including restroom garbages, and replace with liners provided (under kitchen sink, in bathroom cabinet)
- Place garbage bags in the outside dumpster on the far side corner of the parking lot.
- Turn off all inside lights

We are happy to provide the cleaning supplies, but if any of the supplies are taken from the building, an additional fee of \$200 will be charged.

**Please make sure the doors are securely shut on your way out.**

**Thank you!**

Please sign initials \_\_\_\_\_