



# SCA FACILITY USE

## RULES AND REGULATIONS FOR FACILITY USE

The following rules and regulations apply to the use of any or all of the Spring Creek Association facilities and are expressly incorporated in and made a part of each Usage Agreement for use of the facilities. By signing the usage agreement, the user acknowledges receipt and understanding of these rules & regulations. **Documents Needed For Reservation: Copy of Driver's License, Usage Agreement, Copy of Insurance, Indemnity and Hold harmless Agreement, Deposit if needed.**

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**PRIORITY USE:** The primary use of facilities operated by the Spring Creek Association will be first, for property owners to use and second, by non-property owners who wish to use the facilities third.

1. **"SPRING CREEK ASSOCIATION" DEFINED:** When used in these Rules and Regulations, "SCA, Authority or Association" means the Spring Creek Association, its officers and employees.
2. **CANCELLATION OF AUTHORITY:** Use of the facility may be cancelled at any time up to 90 days before User's scheduled event in case the facilities are required for another function. In such event, the Spring Creek Association will make reasonable efforts to relocate event in another facility or area, but shall be under no duty to find another facility and shall have no liability for such cancellation or failure to find alternate facilities. The Spring Creek Association will make a refund of 100% of all monies deposited by User in case of cancellation.
3. **CANCELLATION OR CHANGE BY USER:** In case of cancellation by User, usage fees deposited by User shall be returned as follows:
  - 90 days or more written notice of cancellation, 100% refund
  - 60 days or more written notice of cancellation, 75% refund
  - 30 days or more written notice of cancellation, 50% refund
  - Less than 30 days written notice of cancellation, no refund

In the event the Client (s) is forced to change the date of the event or wedding every effort will be made by SCA to transfer reservations to support the new date. The Client(s) agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Client(s). The Client(s) further understands that last minute changes can impact the quality of the event and that The SCA is not responsible for these compromises in quality.

4. **RESERVING FACILITY:** The Spring Creek Association will not hold a reservation unless a Usage Agreement is signed and ALL AMOUNTS ARE PAID IN FULL. We do not accept deposits. If Usage Agreement and payment is not received, the reservation is automatically canceled and the facility may be booked to another party.
5. **CLEANING/DAMAGE DEPOSIT:** A cleaning/damage deposit is required at signing for any use, to be held as a deposit against loss and damage, including excessive cleaning requirements not covered by the insurance provided by the User. An additional damage deposit may be required for all events where alcoholic beverages are served. The deposit shall be returned to the User within thirty days following the event, minus the cost of any reasonable itemized damage claims of the Spring Creek Association as certified by the President of the Spring Creek Association or his/her designated agent.
6. **SPECIFIC MARINA RULES:** This amenity belongs to the property owners of Spring Creek. It is maintained by the Spring Creek Association. The following rules have been adopted by the Board of Directors. They are enforced by the Security Officers. The rules are for everyone's benefit, so the Marina may be enjoyed by all.

**General Areas:**

- a. This facility is private property. Property owner or renter cards are required.
- b. There is a five (5) mile per hour speed limit that is posted.
- c. Children eight (8) years and younger must be accompanied by an adult.
- d. Dogs **must** be on a leash.
- e. Fires will be built in the barbecue pits only.
- f. Fires will be extinguished when the area is left.
- g. Bicycles are not allowed on the beach or grass areas.
- h. Horses are not allowed within the park.
- i. The park closes at dark.
- j. Property owners or renters must accompany all guests.
- k. Loud music and/or abusive language will not be tolerated.
- l. Unlicensed vehicles such as ATV's are not allowed; they must be parked at the entrance.



**Dock and Dam Areas:**

- m. Fishing hours are from dawn to dusk only.
- n. No motorized vehicles or motorized boats of any kind will be allowed on the lake.
- o. Limit of fish: Three (3) fish per person or seven (7) per family or group per day.
- p. No bicycles allowed on dock.
- q. Children eight (8) years old and younger must be accompanied by an adult.
- r. Swim at your own risk – no lifeguard on duty.
- s. No one is allowed on the island.
- t. No chumming allowed.
- u. No live bait allowed. Worms are permitted.
- v. No motorized vehicles allowed on dam.
- w. Dogs **must** be on a leash.
- x. One pole per person – no netting.

**Limit of Fish:**

- y. 2 Rainbow Trout and 2 Largemouth Bass per person
- z. 5 Rainbow Trout and 5 Largemouth Bass per family
- aa. 1 Sunshine Bass and 1 Catfish per person
- bb. 2 Sunshine Bass and 2 Catfish per family
- cc. Catch and release is encouraged for Sunshine Bass and Catfish. No limits on Yellow Perch or Bluegill.

7. **FOOD & ALCOHOLIC BEVERAGE SALES ON SCA PROPERTY:** The SCA has an approved caterers list for the Fairway Community Center. Any organization renting space at the Spring Creek Association requiring service of food and/or beverages must use an approved caterer. Any exceptions to this rule is for the following facilities: outdoor parks, campground, and sports complex. An approval in writing to use alcoholic beverages at any of these sites or Spring Creek Association properties must happen at the time of signing and must be approved by the President.
8. **CLOSING HOURS, VARIANCE:** Except as hereafter provided, every event shall close at a specifically contracted time. Upon good cause shown, the Authority may approve a variance from the foregoing closing hours by SCA President. Overtime costs may be charged unless all patrons are vacated and the facilities secured by the time specified in the contractual agreement with Authority.
9. **STOPPING EVENT:** Spring Creek Association may stop any performance or other activity which it considers to be of a nature, or being conducted in a manner, which is offensive to the morals, decency, comfort or safety of the community or a portion thereof, or to prevent destruction or severe damage to property. User specifically waives any right to any claim for damages against the Spring Creek Association for such action.
10. **DECORATIONS, SIGNS, AND DISPLAYS:** User may not affix or attach signs, placards, displays, decorations to the walls, ceilings, doors, panels, columns or other portions of the premises with tape, nails, staples, screws, or by any other non-permitted method without SCA prior written approval. Permitted methods of such decoration or display include hanging from 3M hanging strips on walls. Because of serious cleanup problems, NO birdseed, rice, sparkles, confetti or similar material may be used without express approval of the Spring Creek Association prior in writing.



- 11. FACILITY & RENTAL ADDITIONAL RULES:** SCA is not an event coordinator. In the areas that are not reserved by renter, others are able to reserve those areas. Homeowners have full access to parks and other recreation areas and will not be closed for one event which may mean people can fish during your event on the dock or at the beach, be at the playground during your event etc. You are responsible to call the SCA office and find out if other areas are reserved. Bathroom maintenance will continue as regular. If you need additional cleaning or supplies i.e. toilet paper, you will hire an attendant or bring your own additional supplies. There are only small trash barrels at the park and recreation areas. If you need additional dumpsters, you understand that you will need to reserve an additional dumpster from Elko Sanitation or bring additional trash bags and clean up afterwards. If you have no dumpster, you must remove all trash and trash bags and not leave them on the property. SCA does not clean off the dock, or beach areas, or other areas for events. If you need these cleaned, you are permitted to bring in additional resources to do so at your own expense. ALL AREAS HAVE/COULD HAVE GEESE DROPPINGS. You are allowed to use extension cords but if the breaker is tripped, THERE ARE NO GUARANTEES AN EMPLOYEE WILL BE AVAILABLE TO TURN IT BACK ON. When using outdoor facilities, please keep music to a minimum and must be turned off by 9 pm. All outdoor events must end by 11pm on Friday and Saturday evenings, 10pm on Sunday-Thursday evenings to comply with sound ordinances and in order to allow for cleanup and closure of the site by midnight. PHOTOGRAPHY: This venue uses live, video and still photography to assist with promotion of the venue. All photos taken on SCA property by your Photographer will also be the property of the SCA also and will be used for promotional purposes. NO boudoir or nude photography is permitted anywhere on SCA property. All children under the age of 16 MUST be supervised at all times! Parking: All vehicles associated in any way with the event or wedding must be parked within the parking area or the drive. No vehicles shall be parked on any other lawn surface unless granted permission in writing prior to the event by the SCA president.
- 12. NO OBSTRUCTION:** No portion of the sidewalks, entries, passages, vestibules, halls, corridors, ramps, stairways, or access to public utilities of Spring Creek Association facilities or grounds shall be obstructed by the User or used for any purpose other than for ingress or egress to and from the usage premises. The doors, skylights, stairways, or openings that reflect or admit light into any place in the buildings, hallways, corridors, passageways and house lighting attachments shall not be covered or obstructed by User. Exceptions may be made with prior SCA written approval.
- 13. PAYMENT FOR DAMAGES:** The User shall pay the Spring Creek Association, upon demand, such sums as shall be necessary to restore the premises to its condition prior to User's event if any portion of any Spring Creek Association building, grounds, equipment shall be damaged by the act, default or negligence of User or User's agents, employees, patrons or guests, or any person admitted to the premises by the User.
- 14. ASSUMPTION OF FULL RESPONSIBILITY BY USER:** User assumes full responsibility for the character, acts, and conduct of all persons admitted to said premises, by or with the consent of any person acting for and by the consent of the User. A representative of the leasing entity must be on site during the move in process, event hours, and the move out process.
- 15. ROOM OCCUPANCY LIMITS:** User shall not admit a larger number of persons than the occupancy limit established by the appropriate regulatory body.
- 16. EJECTION OF OBJECTIONABLE PERSONS:** The Spring Creek Association may eject all objectionable persons from the Spring Creek Association buildings and grounds. The User, by entering into a Usage Agreement, does expressly waive any rights and all claims against the Spring Creek Association for any damages resulting from any ejection.
- 17. SUPERVISION AND INSPECTION:** The Spring Creek Association may enter into or upon the Spring Creek Association facilities and grounds and all usage premises at any time and on any occasion.
- 18. DAMAGES FOR FAILURE TO REMOVE:** In the event that User fails to completely move out of the facility by the time limit set forth in the Usage Agreement, unless written permission and Spring Creek Association has granted extension, User must pay to Spring Creek Association the greater amount of:
- (a) A sum equal to two times the daily usage fee provided for each day, or portion thereof, after the time set in the Usage Agreement, or
  - (b) A sum equal to any other usage fees or damages Spring Creek Association may lose or suffer because of User's failure to vacate the premises.
  - (c) In addition, the reasonable cost to the Spring Creek Association of removal of the User's property in order to accommodate the next occupant.



- 19. SCA AUTHORITY NOT RESPONSIBLE FOR USER'S ACTIONS:** User, in the performance of the Usage Agreement, shall act in an independent capacity and not as an officer, employee, or agent of the Spring Creek Association.
- 20. SECURITY:** Each User shall be responsible for providing adequate security to ensure the safety of persons and property from injury and damage. Adequate security should be determined by a qualified professional (i.e. police, posse, etc.) Each User shall meet with the Spring Creek Association or designated agent no later than 7 days before its event to review needs, if any, for security, and how User proposes to meet those needs.
- 21. INSURANCE:** No person may occupy or use any portion of the Spring Creek Association properties or facilities without first having submitted to the Spring Creek Association a valid Certificate of Insurance in the amounts specified and required by the Authority for all dates scheduled, including set-up and breakdown days. All applicable insurance coverage required by the Authority must be procured at user's own cost and expense.
- Any and / or all-insurance certificates must be received by the Spring Creek Association no later than seven (7) working days prior to the beginning of any event. Failure to supply Authority with the aforementioned insurance certificate by the applicable deadline may result in immediate cancellation of the event.
- 22. ACTS OF SCA AUTHORITY:** The SCA Authority acts through its Manager whose title is President.
- 23. HOLD HARMLESS AGREEMENT:** No Usage agreement will be approved until the User has executed its Hold Harmless Agreement for the protection of the Spring Creek Association, (hereinafter referred to as the AUTHORITY OR PROTECTED PARTY) in connection with any use by User of the Spring Creek Association or the facilities or equipment of either.
- 24. SMOKING POLICY:** Smoking indoors is strictly prohibited per NRS 202.2483; smoking tobacco in any form is prohibited at all SCA properties and facilities.
- 25. CLEAN UP:** User is responsible for cleanup of facilities. User must remove all debris from walls, floors, ceilings, and tables and deposit it in the appropriate trash containers of which may be provided by the Spring Creek Association if you are using the Fairway Community Center. Failure to comply with these rules will incur the Association keeping your cleaning/ damage deposit. Spring Creek Association Management may add further cleaning charges after inspection.
- 26. FACILITY MEETING ROOM SET-UP:** Tentative event layouts must be given to SCA staff at least 2 weeks prior to the event. Final layouts must be provided 7 days prior to the 1<sup>st</sup> contracted move in date. All layouts are subject to SCA and Fire Marshall approval. Original room set up charges will be reflected on the contract for specific facilities; room(s) that a client wishes to have RESET will incur a reset fee equal to the normal rental rate for said room(s) alone and or in tandem to include chairs, tables, risers, audio/visual equipment, lights, heat, air conditioning -minimum temperature 65°(Fahrenheit) to 75° (Fahrenheit) podium and in-house sound system, as available. Equipment, tables, etc. outside of meeting rooms are subject to additional charges. (See attached fee schedule)
- 27. TIME, SURVIVAL:** Time is of the essence of each and all the provisions of the Usage Agreement and the provisions of this Agreement shall extend to, and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.
- 28. NOT ASSIGNABLE:** The Usage Agreement is not assignable by the User, either in whole or in part, without the written consent of the Spring Creek Association.
- 29. ALTERED OR AMENDED IN WRITING ONLY:** No alteration of the Usage Agreement shall be valid unless made in writing and signed by the parties.
- 30. ATTORNEY FEES:** In case of lawsuit for breach of any condition of the Usage Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

- 31. POLICIES NOW IN EFFECT OR AS ANNOUNCED HEREAFTER:** User agrees to perform in fulfillment of the terms and conditions of the Usage Agreement relating to the use of facilities that are now in effect or that may be adopted hereafter. The Authority reserves the right to modify or to change policies or rental rates.
- 32. LOST OR STOLEN ARTICLES:** The Authority will not be responsible, under any circumstances, for property of the User while on the Spring Creek Association property including loss of articles or equipment left unattended in any facility.
- 33. REFUSAL OF BOOKINGS:** Authority reserves the rights to approve deny, or condition event bookings for any reason whatsoever.
- 34. USE OF SCA AUTHORITY EQUIPMENT:** The Spring Creek Association will not, under any circumstances, lend equipment to individuals, organizations, clubs, and non-governmental entities or for profit companies without the approval of the President.
- 35. ANIMAL POLICY:** No animals are permitted in SCA building unless they are service animals. If they are at outdoor facilities, they must be on a leash if allowed at all. Please be cognizant of posted signs.
- 36. Non-Profit Use:** SCA may grant non-profit 501(c)3 organizations free or discounted rental at their discretion. If a paying user or event would like to take a scheduled facility time by a non-profit, the SCA may have to cancel or move the non-profit event. SCA requires a copy of the tax determination letter for each non-profit wanting to use a facility or space. SCA asks that non-profit groups patron the restaurant facility while using the facilities. No outside food or drink is allowed except with the written consent of the president prior to the event.