

**Facility Use Agreement
For
Quail Creek Recognized Clubs**

Name of Club or Organization (the "Club"): _____

CLUB CONTACT PERSONS (please provide two):

<u>NAME</u>	<u>TITLE IN CLUB</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>

The Club desires, from time to time (as scheduled with the HOA), to use certain common area facilities ("HOA Facilities") operated by the QUAIL CREEK COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., an Arizona nonprofit corporation (the "HOA"), which may include, by way of example and not limitation, a clubhouse (including meeting rooms), grill, fitness center, arts and crafts facilities, pickleball courts, tennis courts or ball fields. In order to be eligible for any benefits provided by the HOA to recognized clubs or organizations, such as without limitation the use of HOA Facilities for Club purposes, the Club acknowledges, understands and agrees as follows:

- membership in the Club must be open to and must be comprised only of Residents (as such term is defined in the Declaration of Covenants, Conditions and Restrictions of Quail Creek Country Club) of Quail Creek Country Club;

- Any and all benefits provided by the HOA to recognized clubs or organizations in general or to the Club in particular may be changed and/or revoked by the HOA at any time in the HOA's sole and absolute discretion;

- ***the Club is not an instrumentality, committee, sub-association or subsidiary of the HOA and is not authorized to act on behalf of, conduct to business on behalf of or otherwise to obligate or incur liability on behalf of or in the name of the HOA (and any reference in the Club's charter or other governing documents suggesting otherwise shall be deleted immediately);***

- the Club shall obtain any insurance for the Club and the Club's officers, directors, members and functions as the Club deems appropriate, and the Club acknowledges and agrees that the HOA has no obligation to provide any such insurance;

- all use of the HOA Facilities by the Club or for Club functions, including without limitation any equipment provided, shall be undertaken by the Club and its members, invitees and guests at their own risk, and neither the HOA, Robson Ranch Quail Creek, LLC, Robson Communities, Inc., any affiliate of any of them nor any of their respective officers, directors, owners, employees, agents or representatives shall be responsible or liable for any damage, harm or injuries of any kind, nature or description to the Club, its members, invitees or guests; provided, however, that the preceding sentence shall not protect any individual or entity from its own gross negligence or willful misconduct; and

- When using HOA Facilities, the Club shall abide by, and see to it that the Club's members, guests and invitees abide by, all rules and regulations established by the HOA for the HOA Facilities.

By _____, (as authorized agent for the Club) _____

Date

(Print name): _____