

**PORTOLA SPRINGS COMMUNITY ASSOCIATION
PRIVATE INSTRUCTION CONTRACTOR AGREEMENT**

In accordance with the Rules & Regulations, if a member wishes to engage the services of a sports instructor for private lessons or coaching using Association facilities, the member shall be required to first complete this agreement form. The form must be accepted by the Association prior to the sports instructor providing any services utilizing Association property. Anyone attempting to provide any such services on Association property, without having previously completed this agreement, will be required to immediately cease such activities and leave the recreation center area, and the resident sponsor of such non-authorized activity shall be subject to enforcement action.

Name of Participating Resident: _____ Parent/guardian: _____

Property Address: _____ Primary Phone: _____

Name of Instructor: _____ Instructor E-mail: _____

Instructor Company Name: _____

Type of Service Provided: _____

Lessons/coaching may be given only to a member of the Association, and the member shall be responsible for any and all injuries, or damage that may result from taking the lessons, and shall indemnify the Association for any liability that may result.

Instructor or homeowner must provide a certificate of insurance reflecting a general liability provision of at least \$1,000,000 per occurrence, as well as an additional insured endorsement to Portola Springs Community Association.

Please initial here to indicate the required insurance documentation is attached: _____

Please read and sign:

I, _____ (“Resident”), agree to the following:

Resident hereby waives, releases and discharges Portola Springs Community Association (“Association”), its directors, officers, employees and agents for any damage to or loss of any property or injury to or death of any person or persons, resulting from or arising in connection with the use of the Association’s recreation facilities by Resident and Resident’s family and guests. Resident agrees to indemnify, defend and hold Association, its directors, officers and agents harmless from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by Association in connection with the use of Association’s recreation facilities by Resident and Instructor (included but not limited to reasonable attorneys’ fees and court costs).

Resident does not at any time have exclusive use of any portion of Association property. Resident agrees to exercise control over Instructor such that other residents interested in using the facilities are not inconvenienced, disrupted, or unreasonably delayed. **Court time for tennis lessons is limited to one (1) hour when there are players waiting to play.**

Resident agrees that the recreation facilities will be utilized for Resident’s benefit, or for the benefit of an immediate family member of Resident, and that Resident will be present at all times during the instruction. Violation of this and/or any of the Rules and Regulations of Portola Springs Community Association may result in the loss of common area privileges for one year or more.

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If necessary, the Association reserves the right to hold a hearing and thereafter assess Resident for damage to the common area or non-compliance of the Rules & Regulations. Resident also agrees to pay all of Association’s attorney fees in the event of a dispute over this Agreement.

Use of Association Property shall be subject to the provisions of the CC&R’s and the Rules and Regulations, and to any limitations imposed by any other Association Documents.

Date: _____ Resident Signature: _____

Date: _____ Instructor Signature: _____