Powder House Pass Key Fob Agreement

I, _____ understand that the Community Building at Powder House Pass is for use by property owners, their family, guests, invitees, renters and lessees, of Powder House Pass (PHP) Community Improvement District (District). There is a security system which incorporates the use of fobs for keyless access entry to the Community Building and Pool area for the use by the owners, family, guests, invitees, renters and lessees.

On _____, 20___ I received Fob #_____ , at a $60 charge. I also understand that if loss/misplacement/damage of a fob occurs, there will be a $60.00 charge per fob for replacement. I also agree and understand that I will be the owner of the fob and solely responsible for its use, and that the fob will be registered in my name. For my protection and the protection of the Community Building, **if the fob is lost, or my property/home is sold, I will notify Kent Wince at the Powder House Pass office at (605) 591-9753 immediately because it is necessary/important to deactivate your key fob(s). Failure to comply with this request will result in your continued liability for the use of any key fob(s) that is registered under your name.**

I understand that use of the key fob identifies me as the owner of the fob, and access to the building and pool area is recorded through the use of the key fob. If the fob is given to rental users or others, I understand and agree that as the owner, I remain responsible for the use of the fob.

I also understand that cameras are in place in many locations inside and outside the Community Building, providing 24-hour recorded video surveillance to aid in identifying any damages to the building/outdoor area/equipment/furniture, or other furnishings or fixtures, and may aid in identifying the individual(s) responsible.

I have been provided a list of the rules for the Community Building and understand and agree to the rules of the Community Building and acknowledge the above. I agree to provide a copy of the rule to any renters or lessees at the time of leasing my property.

I agree to indemnify and hold harmless the District, its representatives, agents or employees, from any litigation or legal proceeding or any injuries or damages resulting from or arising out of the use of the Community Building, the pool, or any other area by me, my family, friends, invitees, renters or lessees.

I further agree any dispute arising out of or in connection with the use the Community Building and areas identified herein shall be governed by the laws of South Dakota and subject to the jurisdiction of the Fourth Judicial Circuit, Lawrence County, South Dakota. The prevailing party shall be entitled to recover their reasonable attorney's fee and costs f rom the resolution of such disputes.