

ACCESS CONTROL DEVICE AGREEMENT - GUEST

This Access Control Device Agreement (“Agreement”) is made as of _____, 20____, by and between the Hidden Hills Community Association (“Association”) and _____ (“Guest”).

Recitals

- A. Guest has received, or will receive, a Transponder so that he or she may enter the community through the resident lane without showing I.D. or being verified by the gate entry officer;
- B. Guest accepts the Transponder and agrees to adhere to the following rules and regulations.

Agreement

1. Issuance of Transponder. Association hereby agrees to issue a Access Control Device to Guest. Guest must continue to meet the following qualifications: (i) he or she must be listed on Resident’s permanent admit list on record with the Association office, and (ii) is entering Hidden Hills solely to visit a member of the Hidden Hills Community Association (or that member’s tenant) and not for any other purpose. Vehicle must be registered to the Guest’s name. Guest must produce a valid California driver’s license and proof of insurance.
2. Gate Arms. Guest agrees to allow the resident gate arm to come down after every vehicle. If Guest fails to allow the arm to come down and subsequently breaks the gate arm, Guest shall be required to reimburse the Association for all costs related to the replacement of the gate arm.
3. Rules and Regulations. Guest agrees to be bound by all of the terms and conditions of the Governing Documents of the Association including the Rules and Regulations, Bylaws, Gate Operations Manual and CC&Rs. All of the Association’s Governing Documents can be viewed at the website www.hiddenhills.org.
4. Permitted Use. Without waiving the generality of the foregoing, the Access Control Device may be used to gain access to the community solely for the purpose of visiting a resident of Hidden Hills. Guest shall not enter the community or use the Access Control Device for any other purpose, including, without limitation, to use the roads in Hidden Hills as a short cut to some other location or to use the recreational facilities outside the presence of an owner or resident.
5. Indemnity. Owner hereby agrees to indemnify, defend, and hold harmless (including payment of all attorneys fees and costs) Association and all of its officers, directors, employees, contractors, agents and representatives from any liability, claim, or cause of action

which arises directly or indirectly from (i) the issuance of a Access Control Device to Guest or (ii) Guest's presence in Hidden Hills. This same indemnity shall apply if Guest loans his or her vehicle to a third party who uses the Access Control Device to gain entrance to Hidden Hills.

6. Revocation. Without limiting the foregoing, Association may, at its sole election, revoke or cancel any Access Control Device that has been issued under this agreement at any time for any reason in its sole discretion.

Violation of Access Control Device privilege and/or any other of the Governing Documents may result in Guest being denied entry to the community or restricted at the Association's discretion.

ASSOCIATION

GUEST

Address

VEHICLE

Make: _____

Model: _____

Color: _____

License Plate: _____

Transponder #: _____