

ACCESS CONTROL DEVICE AGREEMENT - RESIDENT

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

Recitals

A. Resident resides at that certain real property located at _____, Hidden Hills, California;

B. Resident has applied to Association for issuance of Access Control Devices for certain qualified non-residents of the community who regularly visit Resident at Resident’s Hidden Hills address;

C. Association will agree to issue such Devices to Resident’s qualified guests in strict compliance with the following terms and conditions.

Agreement

1. Issuance of Stickers. Association hereby agrees to issue Access Control Devices to up to three (3) qualified guests of Residents. To be qualified, the guest must meet the following qualifications: (i) he or she must be a member of Resident’s permanent Admit list on record with the Association, (ii) he or she must possess a current, valid Driver’s License and insurance, (iii) he or she must be the registered owner of the vehicle receiving the Access Control Device; (iv) the guest’s vehicle must have a current, valid registration issued by the California Department of Motor Vehicles, and (v) he or she must be entering Hidden Hills solely to visit Resident and not for any other purpose. Prohibited purposes include, without limitation, using the common areas including the recreational facilities outside the presence of Resident or using the streets solely as a means of accessing some destination other than Resident’s residence such as, for example, Round Meadow Elementary School or Boething’s Tree Land.

2. Procedure. Resident shall submit to Association in writing a list of persons whom Resident requests be given an Access Control Device. Resident may amend the list in writing from time to time and shall promptly delete any person from the list who is no longer qualified as defined in paragraph 1 above. Guest Access Control Devices may only be deactivated during Association office hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. Guest Access Control Devices may not be deactivated outside office hours or on City holidays.

3. Expiration. All guest bar codes will have an expiration date and must be renewed according to the schedule determined by the Board of Directors.

4. Indemnity. Resident 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 an Access Control Device to a guest under this Agreement, or (ii) his guest's presence or conduct in Hidden Hills.

5. Revocation. Without limiting the foregoing, Association may, in its sole and subjective discretion, refuse to issue an Access Control Device to any person, and may likewise revoke or cancel any Access Control Device that has been issued under this Agreement in the event Resident is (i) delinquent in the payment of his or her assessments or is a tenant in a home with delinquent assessments, (ii) in violation of any Architectural Standards of the community, (iii) is otherwise in violation of any of the Association's Governing Documents, (iv) if the Board decides to discontinue issuing Access Control Devices to non-residents or (v) the Guest violates any of the Associations Rules. Furthermore, if Association decides in its subjective opinion that any guest is no longer qualified as defined in paragraph 1, or has violated any of the Governing Documents of the Association, that person's Access Control Device will be cancelled.

Resident:

Association:

Names of Guests Receiving Access Control Devices:
