

# **CLUBHOUSE USE AND WI-FI SERVICES AGREEMENT**

**Canyon Lakes Property Owners Association**

*and*

**Canyon Lakes Villas Homeowners Association**

This Clubhouse Use and Wi-Fi Services Agreement ("Agreement") is entered into as of the date last signed below by Canyon Lakes Property Owners Association ("CLPOA"), the master homeowners association for Canyon Lakes in Kennewick, Benton County, Washington, and Canyon Lakes Villas Homeowners Association ("CLVHOA"), a sub-association of CLPOA.

## **RECITALS**

WHEREAS, CLVHOA controls the Clubhouse located at 3701 W 36th Ave, Kennewick, Washington 99336 ("Clubhouse"), a limited common area within the CLPOA community;

WHEREAS, CLPOA requests limited use of the Clubhouse for its monthly Board meetings, held on the second Tuesday of each month from 5:30 p.m. to 10:00 p.m., and for occasional special meetings subject to availability;

WHEREAS, in exchange for such access, CLPOA agrees to install and maintain a Starlink satellite Wi-Fi system at the Clubhouse for the shared use of both associations;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

## **1. Clubhouse Access**

**1.1 Monthly Meetings.** CLVHOA shall make the Clubhouse available to CLPOA on the second Tuesday of each calendar month from 5:30 p.m. to 10:00 p.m., at no charge. CLPOA may request different hours by providing CLVHOA written notice at least seven (7) days in advance. CLVHOA shall not schedule conflicting uses on those dates. Access shall be provided by the CLPOA Manager, who holds a key to the Clubhouse.

**1.2 Special Meetings.** CLPOA may request Clubhouse access for special meetings by providing CLVHOA reasonable advance written notice of the date, time, and expected duration. CLVHOA shall grant such requests unless the Clubhouse is already reserved, and shall respond within five (5) business days. No charge shall apply.

**1.3 Condition of Premises.** CLPOA shall leave the Clubhouse in the condition in which it was found and shall be responsible for any damage caused by CLPOA, its Board members, or its invitees.

## **2. Wi-Fi System**

**2.1 Installation.** CLPOA shall procure and install, at its expense, a Starlink Residential satellite dish antenna (Electronic Phased Array, approximately 383 mm × 594 mm, mounted on the north-facing exterior corner of the Clubhouse) and a Starlink Wi-Fi 6 Router (indoor, coverage up to 3,200 ft<sup>2</sup>) (together, the "Wi-Fi System"). Installation shall be performed by experienced CLPOA volunteer personnel, coordinated with CLVHOA to minimize disruption. CLPOA shall be responsible for any damage caused by the installation.

**2.2 Service and Cost.** CLPOA shall subscribe to and pay for the Starlink Residential 100 Mbps service plan (currently \$50.00/month) for the duration of this Agreement and may upgrade to a higher-tier plan at its discretion. CLVHOA shall bear the electricity cost of operating the Wi-Fi System (dish and router, averaging 75–100 watts) as part of its ordinary Clubhouse expenses.

**2.3 Shared Use.** Both associations shall have access to the Wi-Fi network. CLPOA shall provide CLVHOA the network name and password and shall update CLVHOA promptly upon any credential change.

**2.4 Service Availability.** CLPOA shall use reasonable efforts to restore service following interruptions but makes no warranty as to continuous satellite internet availability. CLPOA assumes sole responsibility for compliance with Starlink's Terms of Service; CLVHOA bears no responsibility for any breach thereof.

## **3. Equipment Ownership**

All Wi-Fi System hardware shall remain the sole property of CLPOA. Upon expiration or termination of this Agreement, CLPOA shall remove the hardware within thirty (30) days and restore the Clubhouse to substantially its prior condition, reasonable wear excepted.

## **4. Term and Termination**

This Agreement commences on the Effective Date and continues for one (1) year, renewing automatically for successive one-year periods unless either party provides the other with at least sixty (60) days' prior written notice of non-renewal or termination.

## **5. Indemnification and Liability**

**5.1** CLPOA shall indemnify and hold harmless CLVHOA and its officers, directors, and agents from any claims, damages, or expenses (including reasonable attorneys' fees) arising from CLPOA's use of the Clubhouse, the installation or operation of the Wi-Fi System, or any breach of Starlink's Terms of Service.

**5.2** CLVHOA shall indemnify and hold harmless CLPOA and its officers, directors, and agents from any claims, damages, or expenses (including reasonable attorneys' fees)

arising from CLVHOA's breach of this Agreement or CLVHOA's negligence or willful misconduct.

**5.3** Neither party shall be liable to the other for indirect, consequential, or punitive damages arising from this Agreement.

**6. General Provisions**

This Agreement is governed by Washington law, with disputes subject to the exclusive jurisdiction of Benton County courts. It constitutes the entire agreement between the parties on its subject matter and may be amended only in writing signed by both parties. If any provision is unenforceable, the remainder continues in effect. This Agreement may be executed in counterparts.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

**CANYON LAKES PROPERTY OWNERS ASSOCIATION**

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*Signature* *Date*  
Patricia Irving, President

**CANYON LAKES VILLAS HOMEOWNERS ASSOCIATION**

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*Signature* *Date*

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*Printed Name and Title*