

SUN CITY PALM DESERT COMMUNITY ASSOCIATION BROKEN GLASS REPLACEMENT PROGRAM AGREEMENT

The purpose of the Broken Glass Replacement Program (“Program”) is to provide limited reimbursements for the replacement of broken glass (windows or doors), caused by errant golf balls hit by golfers on either of the two golf courses at Sun City Palm Desert (“Courses”).

The benefits of the Program are:

1. Limited to Sun City Owners who have on file with the Sun City Palm Desert Community Association (“SCPDCA”), prior to any incident, a signed Broken Glass Replacement Program Agreement (“Agreement”) and have paid the \$20.00 annual fee (“Annual Fee”) for the calendar year in which the incident occurs. Owners may join the Program by paying the Annual Fee at any time prior to an incident, however the Annual Fee will not be prorated based on when the Owner joins.
2. Limited to Sun City Palm Desert Owners who own a home on a golf course lot adjacent to either of the Courses.
3. Limited to reimbursing Owners for replacement of broken glass (windows or doors) caused by errant golf balls hit on either of the Courses (“Broken Glass”).
4. Limited to reimbursement for Broken Glass up to the following amounts (“Benefits”):
 - a. First two claims during a calendar year: 100% of replacement cost up to \$1,000 per incident.
 - b. Next two claims during a calendar year: 50% of replacement cost up to \$500 per incident.
 - c. Subsequent claims during a calendar year are not subject to reimbursement.
 - d. In no case will the amount of a reimbursement exceed the actual cost to the Owner for the glass being replaced as a direct result of the incident. The replacement glass must be the same type as the Broken Glass. The Program excludes stained or etched glass.
 - e. The Program covers only Broken Glass incidents for which SCPDCA has a written incident report on file.
 - f. No damages to an owner’s property, other than Broken Glass from errant golf balls, nor claims for personal injuries are covered by this Program.
5. The procedure for reimbursement is as follows:
 - a. Owner files incident report with SCPDCA Community Patrol immediately after glass is discovered to be broken. SCPDCA will verify that glass was broken by an errant golf ball hit from one of the Courses.
 - b. Owner replaces the glass and pays for replacement.
 - c. Owner files a Request for Broken Glass Reimbursement form (“Request”), attaching a copy of the incident report and a copy of the paid receipt showing that the Broken Glass was replaced with the same type of glass as was broken.
 - d. The Request must be submitted within 30 days after the incident to the SCPDCA Finance Department for processing, approval, and payment.

An owner may terminate his/her participation in the Program at any time by written notice to the SCPDCA Finance Office. Rights under the Program are not assignable and no refunds of the Annual Fees will be made. Owner's enrollment in the Program will be automatically renewed for a new calendar year. SCPDCA reserves the right to change the terms of the Program in subsequent years which may include revisions in the amount of the annual fee, benefits available, etc.

Except for the Benefits described herein, Owner understands and acknowledges the disclosures and disclaimers regarding the Courses, as more fully set forth within the Association's Restated CC&Rs, Section 4.3.3 which provides in pertinent part that: (i) Golf balls are not susceptible of being easily controlled and accordingly may enter Owner's airspace and strike Owner, his/her/its Residents or guests, Owner's yard, walls, roof, windows, landscaping and personal property; and (ii) The Association and/or any employee or agent of Association shall not be liable for personal injury or property damage caused by the above matters, and each Owner, by accepting a Deed to his Lot, acknowledges and agrees to same, and releases and the Association from any and all liability in connection therewith, on behalf of himself/herself/itself, his/her family, Guests and invitees.

The existence of this Program shall in no way relieve the errant golfer from responsibility for the Broken Glass including, but not limited to, reimbursement of SCPDCA for amounts paid to Owner as reimbursement for the Broken Glass under the Program.

This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding in effectiveness to all parties.

I understand and agree to the above provisions. Please charge my member account the \$20.00 annual fee every year, beginning January 1st.

_____	_____	_____
Resident Signature	Member Number	Date
_____	_____	
Resident Name (Print)	Resident Address	
_____	_____	
Association Approval	Date	

Opt-out of auto-renewal: I understand that this means I will need to manually fill out a form from every year I choose to participate in the Broken Glass Program.

Return form to the Finance office or email it to Christian at christian.juarez@scpdca.com