

KRA MEMBERSHIP AGREEMENT
Kayenta Recreation Association Agreement

This agreement made this _____ day of _____ 2026, by & between _____ (hereinafter "Member") and Kayenta Recreation Association.

RECITALS

1. Member is an owner of property in the Kayenta Recreational Association Service Area, and desires to become a member of the Kayenta Recreation Association, a Utah non-profit corporation, (hereinafter "Association")
2. The parties desire to set forth the terms of an Agreement whereby Member shall have access to use the Association's recreational facilities, and membership in the non-profit corporation, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows:

1. In accordance with the Articles of Incorporation and Bylaws of the Association, Member is hereby granted a membership in the Association, subject to the terms of this Agreement, and Articles, Bylaws and rules and regulations of the Association. This membership shall entitle the owner or lessor thereof to use of the Association's facilities, together with its family and guests*** Use of the facilities is subject to the rules and regulations of the Association as may be adopted by the Board of Trustees from time to time.
2. Member agrees to pay the annual dues as may be set by the Recreation Association Board from time to time for the category of participation he/she selects, which initially is as follows:

		Amount Paid
Active Participation/Unlimited Use	\$450.00 annually	\$ _____
Tennis Court Use Only	\$180.00 annually	\$ _____
Inactive Participation	\$150.00 annually	\$ _____
Willow Springs Surcharge*	\$100.00 annually	\$ _____

*All KRA members in Willow Springs must pay annual surcharge

MEMBER PAST DUE AMOUNT OWED	\$ _____
TOTAL PAID	\$ _____

******MINIMUM PAYMENT OF \$150.00 INACTIVE FEE MUST BE PAID ANNUALLY TO KEEP MEMBERSHIP IN GOOD STANDING*******

******PICKLEBALL IS ALSO AVAILABLE AT KAYENTA. ANNUAL MEMBERSHIP BEGINS IN APRIL. PLEASE SEE THE ACCOUNTING OFFICE FOR DETAILS.**

Dues shall be due and payable annually within sixty (60) days of the annual membership agreement, which shall be rendered on or about May 1st of each year for KRA memberships. Members shall have the right to increase the category of participation at any time by payment of the difference between the categories but may decrease his category of participation only at the time of paying annual dues. Failure to pay the annual dues within sixty (60) days of receiving this contract, may result in termination of the membership. Member also agrees to pay any special assessment which may be levied in accordance with the Articles of Incorporation.

3. Member may terminate their membership in the Association by resignation in writing to the Association at or before the time set for paying annual dues, without refund of pro-ration of annual dues. Failure to give notice of termination within the 60 days after the annual membership agreement is rendered, will subject the Member to payment of the minimum annual dues then payable and any delinquency charges as set for in the Articles. After termination, reinstatement shall require the payment of then prevailing buy-in, which is initially established at \$1500.00 (but is subject to change at the discretion of the board).

4. A lessee of a home that holds a membership with sponsorship of lessor/member, and payment of dues in full for an active membership shall have rights and responsibilities pertaining to membership. Membership for lessee/member shall terminate with pro-ration of dues if said lessee/member, or owner member fails to pay dues in a timely manner or upon termination of lease of the sponsor's property.

A. Membership shall automatically terminate (without pro-ration of dues) in the event that the Member sells and conveys his property in the Service Area. Memberships are not transferable except in the case of conveyance of the property in the Service Area, and the only to the Grantee of such conveyance.

B. Depending upon the participation category purchased, member and their guests shall have the right to utilize the Kayenta Recreation Association facilities on the following basis:

1. ACTIVE MEMBERSHIP is for those members, families & **guests****** who use the pool & tennis courts on a regular basis.

2. ACTIVE TENNIS COURT MEMBERSHIP shall allow regular use of the tennis courts & no use of the pool.

3. INACTIVE PARTICIPATION is established for homeowners in the Service Area who do not presently wish to participate actively in the pool & tennis court facilities during the current season, but wish to maintain the option for access to future participation.

4. In the event that a Member is a property owner in the Willow Springs section of the Service Area, such property owners agrees, as further condition of receiving & retaining a membership in the Association, to contribute to Parkway maintenance by paying with their annual dues, a charge for Parkway landscaping & litter control, which is subject to change from year to year.

5. The Halaku pool will be open for adult users from June through September.

The Chetro pool is available from the first weekend in May, through September (Depending on the weather)

6. In the event of a violation of the Articles, Bylaws or Rules of the Association, whether by the family or guests, The Member's membership may be suspended or terminated by the Board of Trustees.

7. All members, for themselves, their family & their guests, agree that there are risks associated with the use of these facilities, including the possibility of death, and that all risks are assumed.

8. In the event of a dispute over the terms of the Agreement, the prevailing party in any litigation which may result, shall be entitled to reimbursement of its costs and expenses, including attorney's fees.

******Kayenta homeowners & lot owners cannot be considered guests, and will need their own Kayenta Recreation Association memberships in order to use the facilities**

Kayenta Recreation Association

Member Name: _____ Subdivision: _____ Lot _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

IF YOU ARE PAYING THE INACTIVE FEE, PLEASE SEND IN YOUR COMPLETED FORM AND A CHECK.

932-B Art Village Way, Ivins, UT 84738

IF YOU ARE PAYING TO SWIM, AND NEED A FOB:

YOU MAY RECEIVE YOUR FOB AS FOLLOWS:

_____ YOU WOULD LIKE YOUR FOB MAILED TO YOU.

ADDRESS TO MAIL FOB: _____

PLEASE BRING A CHECK AND YOUR COMPLETED KRA FORM.

NO FORMS OR MONEY CAN BE ACCEPTED BY THE SALES OFFICE OR GULCH DESIGN GROUP