

**DANA FARMS HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT**

I/We, _____, the owners of _____
(printed name) (property address)

within Dana Farms Homeowners Association, request the use of the Clubhouse facility on

_____.
(date of event)

By signing below and submitting this form to the management company, I/we ("Renter") agree to enter into this agreement between Dana Farms Homeowners Association, Inc., a California Non-Profit Corporation ("Association") and follow all terms, conditions and rules contained within this document and within the Association's governing documents.

SECTION 1 - DEFINITIONS

- 1.1 "Agreement" means this Agreement for the rental of Common Area property as described herein.
- 1.2 "Clubhouse" means the Cabana clubhouse structure, including open room and kitchen.
- 1.3 "Swimming Pool" means the swimming pool facilities adjacent to the Clubhouse, and includes the swimming pool, wading pool, and surrounding decking, which may be used during an event but may not be rented. Use of these facilities may be shared between the Clubhouse renters and Dana Farms owners and/or residents and guests.
- 1.4 "Renter" means a homeowner who has submitted the necessary paperwork to rent the Clubhouse.
- 1.5 "Single Event" means a one time use of the rented facilities as described herein, on a single date, not to exceed the hours from 9:00 a.m. to 12:00 a.m. (midnight). A Single Event does not include activities which are held for the sole benefit of the Dana Farms Homeowners Association, Inc.
- 1.6 "Shared Facilities" means the shower, dressing rooms and restrooms, which may be used during an event but may not be rented. Use of these facilities may be shared between the Clubhouse renters and Dana Farms owners and/or residents.

SECTION 2 - TERMS AND OPTIONS

- 2.1 Event Details. Renter requests to rent the Dana Farms Clubhouse, for a Single Event, with the rental terms described below:

Date of Event: _____ **Time (event hours):** _____

Rental Fee (event hours x \$35): \$ _____

Nature of the Event: _____

2.2 Alcoholic Beverages. Alcoholic beverages are allowed, provided that no person under 21 years of age consumes alcohol.

Will alcohol be served? _____

If yes, please read and sign the following:

I am planning to serve alcohol at the above mentioned event. By signing below I assume all liability for all persons related to or associated with the event and will provide "Day of Event" Certificate of Liquor Liability Insurance (with at least 1 million dollars coverage, per occurrence) 48 hours prior to the Single Event. The certificate will have the Association (Dana Farms Homeowners Association) and the Miramonte Company listed as additional insured. Further, I assume all liability for any form of negligence that may arise from the consumption of alcohol by myself, my guests, invitees or participants of the Single Event. Should anyone become ill and/or injured while under the influence of alcohol, I assume all responsibility for any financial expenses including but not limited to personal injury, medical bills, vehicle repairs, and all other damaged property. I furthermore acknowledge that serving alcohol to anyone under the age of 21 is illegal.

(Signature of Owner) (Date) (Signature of 2nd Owner/Resident) (Date)

2.3 Cleaning Service. An optional additional fee of \$75 may be paid, per Single Event, to have the clubhouse cleaned after use. Service would include emptying the trash, cleaning and stacking all furniture, cleaning and wiping all counters, appliances, walls and flooring. If utilizing this service, Renter will still be held responsible for placing all trash in the provided trash receptacles and any other requirements set forth in section 3.3.1.

SECTION 3 - CONDITIONS AND COVENANTS

3.1 Reservation Deposit. A **\$35.00 non-refundable** reservation deposit is required to hold the date on which the Single Event is scheduled. Until the management company has received this deposit, along with the Agreement, the scheduling of the Single Event is not official, and the Clubhouse can be rented to another interested party. This reservation deposit will be applied toward the rental amount fee balance.

3.2 Rental Fee. The rental fee for the Clubhouse is \$35.00 per hour. The amount due is based on the amount of time for which the Clubhouse is to be rented, minus the Reservation Deposit. The total rental fee shall be paid no later than 48 hours prior to the Single Event. Should the actual rental time exceed the reserved time, the Renter shall pay the difference to the Clubhouse Administrator at the time the keys are returned.

3.3 Security Deposit. A refundable deposit of \$200.00, to cover damage and/or cleaning, will be paid to the Clubhouse Administrator no later than 48 hours prior to the Single Event. Renter agrees that, immediately following the Single Event, the Renter will clean the rented facilities, leaving those facilities in the same condition as before the event. The deposit will be refunded only after the Clubhouse has been inspected by the Clubhouse Administrator or an authorized representative.

3.3.1 Cleaning. Renter agrees to remove from the interior and exterior of the rented facility all trash generated by the event. Renter agrees that trash will either be removed or placed in plastic bags

and deposited in one or both of the trash containers provided by the Association along the Pine Hollow side of the building. Any excess trash must be removed from the premises by the Renter. Renter agrees to lock all doors and windows and complete, sign, and return the provided cleaning checklist with the keys to the Clubhouse Administrator at the conclusion of the Single Event (or agreed upon time).

3.3.2 Insufficient Cleaning. Should the Clubhouse be found to not have been sufficiently cleaned, as per the cleaning checklist, Renter will be given an opportunity to re-clean the facilities. If, after the second inspection the Clubhouse is found to still be unacceptable, the cost of the cleaning will be deducted from the deposit.

3.3.3 Damage. Should any part of the Clubhouse, Swimming Pool or Shared Facilities be damaged by the Renter, or a guest or invitee of the Renter, the cost of cleaning and/or repair will be deducted from the deposit. However, the Association retains the right to recover from the Renter the cost of cleaning and/or repair which exceeds the amount of the deposit, including charging the costs as an assessment to the Renter's Association account.

3.4 Insurance. **Renter must provide a "Day of Event" Certificate of Liability Insurance (with at least 1 million dollars Liability Coverage) 48 hours prior to the Single Event for which they have reserved the Clubhouse.** The owner must have the Association (Dana Farms Homeowners Association) and the Miramonte Company listed as additional insured on the Liability Certificate and the Additional Insured Endorsement. Renter will not be able to reserve the Clubhouse without this Certificate. In the event there are losses, damages, or other liabilities which exceed the limits of the Renter's insurance, the Renter shall be responsible for the excess.

3.5 Cancellation. Should the Renter cancel the reservations at least 48 hours prior to the scheduled Single Event, the rental fee balance and security deposit will be returned in total. Should the reservations be cancelled less than 48 hours in advance of the Single Event, the Reservation Deposit may not be returned.

3.6 Termination. Any breach by the Renter of any of the terms and conditions of this Agreement will result in the immediate termination of the Single Event at the time the breach is determined and all rental fees, including the Reservation Deposit, will be forfeited.

3.7 Noise Control. No music is permitted after **10:30 p.m.** on weekday evenings (Sunday through Thursday) or after **11:30 p.m.** on weekend evenings (Friday and Saturday). Loud noises of any type, including loud music, which can be heard by residents of homes in the surrounding area are not permitted at any time during the Single Event.

3.8 Admission Charges. Except for affairs sponsored by the Association, no charge shall be made for admission to any Single Event for which the facilities are rented without the specific prior written authorization of the Association's Board of Directors.

3.9 Parking. Parking is available for the Single Event in the parking areas on the corner of Classic Way and Del Trigo.

3.10 Association Member's Right of Access. If the Swimming Pool and/or Shared Facilities are being used by Renter, or guests, invitees or participants in the single event during times when these facilities are open to the members of the Association and their guests, those members, residents and guests will have the right to access these same facilities and the Renter's rights shall be non-exclusive.

- 3.11 Adult Supervision. Renter must be in attendance at the Single Event at all times. One (1) person age 18 or over shall be present for the following: every ten (10) persons from the age of 14-18, every five (5) persons from the age of 8-13, and for every three (3) persons under the age of 8 attending the event. Minor children attending the event shall be subject to adult supervision at all times. Children under the age of 14 are not permitted in the Swimming Pool unattended by an adult.
 - 3.12 Alcohol. **The sale of alcohol is strictly prohibited.** Under no circumstances shall persons under the age of 21 be allowed to consume alcohol.
 - 3.13 Group Size. The maximum number of people allowed to attend a Single Event is 131 people. This is per the notice posted in the Clubhouse as the number deemed safe by the Fire Department.
 - 3.14 Swimming Pool Use. The Swimming Pool cannot be rented but this area can be utilized by the Renter, their guests, invitees and participants of the Single Event, on a first come, first served basis, provided that the Swimming Pool Rules, as posted, are followed. The number of guests using the Swimming Pool may not exceed two (2) guests per every one (1) Association owner or resident.
- THE RENTER IS HEREBY NOTIFIED THAT THE ASSOCIATION DOES NOT PROVIDE A LIFEGUARD OR OTHER SECURITY ARRANGEMENTS AND THAT THE RENTER IS SOLELY RESPONSIBLE FOR ANY INJURY OR LOSS OF ANY KIND RESULTING FROM THE USE, WHETHER OR NOT AUTHORIZED BY THIS AGREEMENT, OF THE SWIMMING POOL.**
- 3.15 Smoking. No smoking is permitted at any time in the Clubhouse, Swimming Pool or Shared Facilities.
 - 3.16 Damage/Injury Report. Should the rented facilities be damaged, or should any person suffer injury during the event, Renter agrees to immediately notify the Clubhouse Administrator. The report of any damage/injury shall not relieve the Renter of liability for such occurrences, if any. Neither the Association nor Miramonte Company and its employees is responsible for lost, stolen or damaged property.

SECTION 4 - INDEMNIFICATION

I/we agree to indemnify and hold harmless the Association and any of its officers, directors, employees, agents, managing agents, and/or members from/against any claims by any person for bodily injury or property damage caused by, arising out of, and/or related to the installation and/or use of the Clubhouse, Swimming Pool and Shared Facilities that is the subject of this Agreement.

_____ (Signature of Owner) _____ (Date) _____ (Signature of 2nd Owner/Resident) _____ (Date)

Please call the Miramonte Company at 925-932-7100 the week of your event, but no later than 48 hours prior to the event to arrange exchange of keys.