

MONTECIDO AT PORTOLA HILLS HOMEOWNERS ASSOCIATION

Appendix 4

**APPLICATION AND AGREEMENT
FOR PERMISSION TO USE CLUBHOUSE**

- 1) *Rental fee attached* \$50.00 (non-refundable)
- 2) *Security deposit attached* \$250.00

Note: Please send two (2) separate checks.

Applicant's Name: _____ Date: _____

Address: _____

Phone #: (Work) _____ (Home) _____

*****AGREEMENT*****

I (we) hereby apply for permission to use the Clubhouse on _____
During the hours of _____. Expected attendance: _____

I (we) hereby assume full responsibility for the conduct and behavior of guests using the Clubhouse and agree to pay the Association for any damages done to the Clubhouse or its furnishings by any guest.

I (we) hereby fully indemnify the Association, its Board of Directors, and its members and hold them harmless of any form any claim of any person for damages to person or property arising out of my (our) use of the Clubhouse.

I (we) agree to conform strictly to the RULES & REGULATIONS for the use of the Clubhouse and to instruct my (our) guests to do likewise.

I (we) agree that rental of the Clubhouse does NOT include use of the pool/pool deck or spa/Jacuzzi.

I (we) understand that this application shall not be deemed validly granted unless approved, in writing, by a representative of Management.

I (we) understand that no amplified music or live bands are allowed at an event held at the clubhouse.

I (we) understand that activities held in the Association's Clubhouse are to conclude promptly at 10:00 p.m.

I (we) understand that children and teen parties must be chaperoned by a resident adult.

I (we) agree that cancellation of the reservation seven (7) days or less prior to the scheduled reservation date will result in forfeiture of the \$50.00 rental fee. (Security deposit will be returned).

I (we) understand that:

- 1) Keys must be returned the next business day following the event,

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- 2) Loss of the Clubhouse key will result in the Clubhouse being re-keyed and that I (we) shall be charged for the re-keying cost (not to exceed \$250.00).
- 3) No decorations are allowed on the walls, windows, light fixtures, furniture, etc. This includes any tacks, strings, or tape to hang them.

I (we) understand that damage exceeding \$250.00 (or the portion of \$250.00 remaining after any applicable re-keying charge has been deducted) will be assessed to my (our) homeowner assessment account as a Repair Assessment.

I (we) agree that a cleaning fee in the amount of \$100.00 or more may be taken from the Security Deposit if the Clubhouse is not cleaned after the event.

Event debris/trash must not be disposed of at the clubhouse. It must be disposed in the unit.

I hereby agree to and accept the foregoing term and conditions of this Clubhouse Rental Agreement.

Homeowner's Signature

Date

Management Representative

Member, Board of Directors

Upon completion of this form, please send to: Property Management Office. You may obtain the Clubhouse key by visiting the Property Management Office. However, please note that you MUST call the office ahead of time at (949) 261-8282 and schedule an appointment to stop by and pick-up the key.

**MONTECIDO AT PORTOLA HILLS ASSOCIATION
COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

1. I agree that I am personally responsible for my safety and actions while using the clubhouse at Montecido at Portola Hills Association (ASSOCIATION). I agree to comply with all ASSOCIATION policies and rules. Because the ASSOCIATION's clubhouse is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the ASSOCIATION, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the ASSOCIATION's clubhouse, or otherwise, while participating in any activity while in, on, or around the ASSOCIATION'S clubhouse and/or while using any ASSOCIATION facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the ASSOCIATION facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the ASSOCIATION's clubhouse to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

Printed Name

Date

Signature

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Appendix 5

CLUBHOUSE CLEANUP REQUIREMENTS CHECKLIST

This form must be completed and returned with the Clubhouse key or the \$250.00 deposit will NOT be returned.

KITCHEN:

- _____ Empty all trash receptacles and take trash to renter’s unit. Do not use the trash receptacles outside the clubhouse. This includes all litter and debris.
- _____ Please provide own plastic trash bags and remove from premises all used napkins, paper plates, and all other disposable material or waste.
- _____ Please do not put coffee grounds in garbage disposal.
- _____ Clean counter tops, refrigerator, stove, etc.
- _____ Please be sure to turn off the oven and top burners.
- _____ Spot clean marks and/or smear on walls, doors and tables.
- _____ Sweep/mop kitchen floor (mop up any spills).
- _____ All Kitchen lights are to be turned off.

CLUBHOUSE:

- _____ No decorations are allowed on the walls, windows, light fixtures, etc. (this includes any tacks, strings, or tape used to hang them).
- _____ Clean/wipe down all tables.
- _____ Empty all trash receptacles and take trash to renter’s unit. Do not use the trash receptacles outside the clubhouse. This includes all litter and debris.
- _____ Furniture **NEATLY** returned to the original arrangement, as prescribed by the Association.
- _____ If other equipment is brought in, remove prior to leaving the Clubhouse.
- _____ Vacuum carpet.

Appendix 4 - CLUBHOUSE RULES

ALL PERSONS WHO ENTER AND USE THE CLUBHOUSE AND ITS FACILITIES AND FURNITURE DO SO AT THEIR OWN RISK.

- (a) Use of the Clubhouse is limited to Association residents and their invited guests. Events open to the public are strictly prohibited.
- (b) While tenants may reserve the Clubhouse, the unit owner is ultimately responsible for any damage resulting from the rental and must submit the Application and Agreement for Permission to Use the Clubhouse (“Application”) on the renter’s behalf. The owner and tenant, where applicable, are required to indemnify the Association, the Board of Directors and the management company and hold them harmless for any form of claim from any person for damages to persons or property arising from the use or rental of the Clubhouse. (See Appendix 4).
- (c) All private events must be reserved in advance through the management company. A reservation is not confirmed until:
 - i. A signed Application is submitted,
 - ii. A \$250 refundable security deposit is paid, and
 - iii. A \$50 non-refundable rental fee is paid.
- (d) The Association reserves the right to deduct from the deposit for the following:
 - i. \$100 or more for cleaning if the Clubhouse is left in poor condition or janitorial services are required.
 - ii. Additional charges for damages, rule violations, or excessive wear and tear.
- (e) Cancellations made within 7 days of the scheduled event will result in forfeiture of the \$50 rental fee.
- (f) All events must conclude, and the Clubhouse must be cleaned, vacated and locked by 10:00 PM.
- (g) No amplified or live music or disruptive noise is allowed. Volume levels must not disturb nearby residents at any time.
- (h) Fundraising or commercial or political events are not allowed on the premises.
- (i) Pets are not permitted inside the Clubhouse at any time.
- (j) Events involving minors (under age 18) must have adequate adult supervision at all times.
- (k) Clubhouse rental does not include access to or use of the pool area.
- (l) The Clubhouse must be returned to its original condition immediately following the event. A checklist of all items to be accomplished is attached to the Application. These tasks must be completed before 10:00 PM. (See Appendix 5)

- (m) No decorations may be affixed to walls, ceilings, doors, windows or furniture using tape, tacks, nail, glue string or otherwise.
- (n) Confetti, glitter, rice or similar materials are not allowed.
- (o) Lit candles and all open flames are strictly prohibited inside or outside the Clubhouse.
- (p) The pool fob assigned to your property will be activated for Clubhouse access on the day of your reservation.
- (q) If the security deposit is insufficient to pay for any required janitorial services or repair or replacement of damaged items, the amount remaining may be special assessed to the owner (or sponsoring owner in the event of a tenant's rental).
- (r) The resident reserving the Clubhouse is responsible for security the facility after use, including locking all doors and turning off all lights and appliances.
- (s) The resident who reserves the Clubhouse, and the owner sponsoring a tenant, is responsible for the behavior of all guests and for any damages or violations incurred during the event.
- (t) Smoking and vaping are strictly prohibited inside the Clubhouse.
- (u) Alcohol is not permitted. Use of illegal drugs or visibly intoxicated behavior on Association property is not tolerated and will result in immediate loss of access privileges.
- (v) Maximum occupancy limits must be observed at all times in compliance with local fire code regulations. The Maximum occupancy of the Clubhouse is 26 people.
- (w) Violations of these rules may result in:
 - i. A \$100 fine per violation.
 - ii. Deductions from or forfeiture of the security deposit, and
 - iii. Temporary or permanent suspension of reservation privileges.