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MEMBER CONTRACT FOR CLUBHOUSE RENTAL

I. CLUBHOUSE RENTER INFORMATION

Date of event _____ Name of person (s) renting _____

Phone number (Home) _____ (Work) _____

Address _____

Email Address: _____

Expected total attendance _____ Type of event (meeting, grad party, etc.) _____

Start time _____ Finish time _____ (Past 10pm requires a security guard. See additional fees)

Will you need pool access? (Check one) YES _____ NO _____ Additional fees apply.

Applicant must provide a current CERTIFICATE OF LIABILITY, HOMEOWNER or RENTER INSURANCE POLICY within TWO WEEKS of deposit, verifying the MINIMUM amount of \$1,000,000.00 for Bodily Injury and Property Damage Liability limits. Los Paseos Homeowner Association shall be named as an additionally insured on the Certificate of Liability. Applicant must also provide proof that they are at least 21 years of age.

Member must be current on all assessment fees and fines. **Members may not rent facilities for Non-Members.** Rental includes use of tables, chairs, bar, and kitchen. Rental area is restricted to the Clubhouse, upper-deck area and restrooms. Guests are not allowed to access the field, sport courts, front area or office, and congregation is not allowed in the parking lot. **All events scheduled past 10pm are required to have a security guard present. Pool and pool deck access is allowed ONLY during regular pool hours with prior approval and additional fee (See attached fee schedule).**

I certify that this event is being held on behalf of myself or for a member of my immediate family. I assume full responsibility for all damages, loss of property, and any and all bodily injuries occurring on the premises during this event and reimburse the Association for any and all damages or cost incurred. Renter agrees to hold the Los Paseos Association harmless and defend them against any actions arising from damages or injury which occurred during this rental period except in the case of sole and willful negligence of the Association. Los Paseos Association is not responsible for any lost or stolen personal articles. **I understand that if any rules or guidelines are violated in any way, the deposit will be partially or totally forfeited, and additional charges may occur. I understand I could also lose future rental privileges.**

By signing below, Renter hereby acknowledges that he/she has 1) received a copy of the rental rules and cleaning requirements, 2) has read and understands them, and 3) agrees that they and their guests will strictly comply with them. After use, Renter shall clean the clubhouse and property as defined herein including completion of the Cleaning checklist (attached hereto). If the clubhouse is not sufficiently clean or damage has occurred upon inspection by clubhouse manager, the actual cost the Association incurs to remedy the problem will be deducted from the Renters deposit. Should the deposit not be sufficient, Renter agrees to pay the cost within 72 hours of receipt of an invoice. If any dispute arises regarding these charges, the Los Paseos Association Board of Directors will make the final decision, at their sole discretion.

Should any legal action arise out of this agreement, parties agree that the prevailing party shall be entitled to reimbursement of reasonable attorney fees and costs. Los Paseos reserves the right to refuse rental to anyone.

Agreed and Accepted: _____ Date: _____

(Signature of Renter)

-----**Office use only**-----

NON-REFUNDABLE \$25.00 DEPOSIT PAID _____ CHECK NO. _____ CASH _____ RECVD BY _____

RENTAL FEE PAID \$ _____ CHECK NO. _____ DATE _____ RECVD BY _____

DEPOSIT PAID \$ _____ CHECK NO. _____ DATE _____ RECVD BY _____

INSURANCE POLICY RECEIVED _____

II. MEMBER CLUBHOUSE RENTAL FEES – TOTAL DUE ONE MONTH PRIOR TO EVENT

Friday, Saturday, Sundays and Holidays

RENTAL FEE – Basic Fee \$275.00.....	\$275.00
Refundable Security Deposit.....	<u>\$500.00</u>
Total to be paid one month prior to the event.....	\$775.00

Monday through Thursday

RENTAL FEE – Basic Fee \$125.00 for 4 hour rental.....	\$ 125.00
Basic Fee \$175 for All Day.....	\$175.00
Refundable Security Deposit.....	<u>\$150.00</u>
Total to be paid one month prior to event.....	(4 Hrs)\$275.00
	All Day \$325.00

•**ADDITIONAL FEES (where applicable):**

POOL ACCESS FEE (only during regular pool hours).....\$150.00

GRASS AREA AND SPORTS COURT ACCESS (only during off season: October thru April).....\$150.00

SECURITY GUARD FEE – All parties scheduled past 10:00 pm are required to have one security guard present. This must be arranged by the RENTER and be with a certified security company.

1. A \$25.00 nonrefundable deposit applicable towards your rental fee is required to reserve the date of rental.
2. For pool access, an additional \$150 flat fee will be added to the rental fee. Pool access is allowed during regular pool hours.
3. Requests to set up one day before rental will be charged as two full days.
4. The Security deposit will be held for 2 weeks after the event.
5. Returned check fee is \$35.
6. HALF OF THE RENTAL FEE WILL BE FORFEITED IF THE EVENT IS CANCELED LESS THAN TWO (2) TWO WEEKS PRIOR TO EVENT.
7. Linens are available for use, but must be returned clean and folded no more than 5 days after the event.

III. EQUIPMENT/FURNITURE INVENTORY Equipment usage covered by Rental fees includes – tables, chairs, bar, refrigerator, freezer, microwave, ovens, dishwasher, and lounge furniture. Cleaning supplies and garbage bags are provided and are stored in the storage closet along with mops, brooms, and paper products.

14 round tables 60” diameter -seat 8 to 10 people, use 84” round tablecloths

18 rectangular tables 72” long -seat 6 to 8 people, use 96”x48” tablecloths

82 folding chairs -3 folding chair carts, holds 40 chairs each

1 metal round table cart -holds 10 60” round tables

2 metal rectangular table carts -holds 10 72” rectangular tables

3 pub tables with 6 chairs

IV. CLUBHOUSE RENTAL RULES

Note: If any rules or guidelines listed below are violated in any way, the deposit will be partially or totally forfeited, and additional charges may occur.

1. Rental period is for twelve (12) hours including set-up and clean up. Additional time will be charged by the hour at \$100.00/hour. **All persons must be off the premises by 12:30 am** (Security alarm is set to arm at 1:00am).
2. No Live Bands are allowed. If music is played, all doors and windows must remain shut. Music may not be played outside and must be set at a reasonable volume so as not to disturb the neighborhood. **ALL MUSIC MUST BE OFF BY 10:00 PM.**
3. Rental area is restricted to clubhouse, upper-deck area, and restrooms. Guests are not allowed to access the lower deck, sport courts or office and congregation is not allowed in front of the building or in the parking lot. **POOL AND POOL DECK ACCESS IS ALLOWED DURING REGULAR POOL HOURS ONLY WITH PRIOR APPROVAL AND ADDITIONAL FEE.**
4. Renter is responsible for behavior and safety of all guests.
5. Disrespect to neighboring homes with excessive noise and/or inappropriate behavior will result in rejection of future use.
6. Clubhouse must be clean and keys returned to the clubhouse manager after the event concludes.
7. BBQ pits are available, but must be shared during open pool hours.
8. Clubhouse capacity is 85 people when using tables and chairs or 120 people when tables and chairs are not being used.
9. Tape may not be used to hang decorations and must be completely removed.
10. No keys may be duplicated.
11. No overflow parking allowed in the church parking lot.
12. This is a smoke-free facility (includes vaping).
13. Disregard for rules will result in the closure of your party, loss of deposit and **loss of future clubhouse privileges.**

Los Paseos HOA Cleaning Checklist

Kitchen

- Sweep and mop floors
- Wipe down all countertops
- Wipe down induction cooktop surface
- Wipe out ovens
- Empty out and wipe down refrigerator
- Empty trash bins and replace with new garbage bags
- Shut and lock windows
- Turn off lights

All furniture must be moved back into the clubhouse if moved outdoors.

Any item(s) not done to the satisfaction of the clubhouse manager, will result in a deduction of security deposit or resulting in full loss of deposit.

Bathrooms

- Check that all stall doors are unlocked
- Pickup all papers from floor
- Wipe down all countertops
- Flush toilets
- Empty all trash bins and replace with new garbage bags
- Turn off lights
- Lock doors and shut gates

Facility Grounds

- Check parking lot, pool area, front area, and lawns for bottles, cans, trash,.
- Remove cigarette butts from landscaping, walkways and parking lot.

Trash

- All trash must be deposited in main dumpster located in the parking lot

Clubhouse

- Sweep and mop floors
- Wipe down all tables and chairs and return them to their original location INSIDE clubhouse
- Remove all tape, pins and decorations
- Wipe down bar and cabinet countertops
- Collect linens (if used) and take home to launder
- Shut and lock all windows and doors,
- Pull on sliding glass doors and front clubhouse doors to make sure they are locked properly
- Check that both Heating/AC thermostats are set to "System – Off" and "Fan – Auto"
- Turn off lights (*outside lights are on timer and will remain on*)
- Return key to mail slot.

Cleaning Materials

- Brooms & Cleaning materials put away

Completed:

Date: _____ Time: _____

Print Name: _____ Signature: _____