

7047 VIA RAMADA SAN JOSE, CA 95139

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NON-MEMBER CONTRACT FOR CLUBHOUSE RENTAL

I. CLUBHOUSE RENTI	ER INFORMATION							
Date of event	Name of person	(s) renting						
		(Work)						
Email Address:								
Type of event (meeting, gr	ad party, etc.)	Expe	cted attendance					
Start time	Finish time	(Past 10 pm requires a secu	rity guard. See additior	nal fees)				
of deposit, naming Los Paso	eos Homeowners Associat	F LIABILITY, HOMEOWN ion as "additional insured" ge Liability limits. Applicant	and verifying the M	IINIMUM amount of				
	1	AGREEMENT t is being held on behalf of m	10					
full responsibility for all damages, loss of property, and any and all bodily injuries occurring on the premises during this event and will reimburse the Los Paseos Homeowners Association (LPHOA) for any and all such costs or expenses. I understand that the rental period is for twelve (12) hours only and additional time will be charged at \$100.00 per hour. I understand the LPHOA is not responsible for any lost/stolen personal articles. I also certify I have received a copy of the rental rules and cleaning requirements and agree to comply with them. I understand if any rules or guidelines are violated in any way, the security deposit will be partially, or totally forfeited, and additional charges may occur. If any disputes should arise from any violations or forfeiture of the security deposit, a hearing will be scheduled between the LPHOA Board of Directors and the Renter and the results of this hearing will be final. By signing below, the 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). If, upon inspection by the Clubhouse Manager, the clubhouse is not clean or if any damage has occurred, the actual cost the LPHOA incurs to remedy the problem will be deducted from the Renters deposit. Should the deposit not be enough, Renter agrees to pay the cost within 72 hours of receipt of an invoice. Should any legal action arise out of this agreement, parties agree that the prevailing party shall be entitled to the reimbursement of reasonable attorney fees and costs. LPHOA reserves the right to refuse rental to anyone.								
Agreed and Accepted:			Date:					
	Office use of	only						
NON-REFUNDABLE \$50.0	0 DEPOSIT PAID	CHECK NO CASH_	DATE	RECVD BY				
		CASH						
		CASH						

INSURANCE POLICY RECEIVED_

Friday through Sunday Rental Fee:

RENTAL FEE –	\$	1,500.00
REFUNDABLE SECURITY/CLEANING DEPOSIT	<u>\$</u>	500.00
TOTAL (to be paid in full one month prior to event)	\$2	2,000.00

**If the outdoor upper deck is requested, there is an additional fee of \$150 to use the space. Jump houses require use of the lawn so an additional \$150 is required.

Non-Profits with a 501C3 are eligible to rent the clubhouse at the member rate. Please ask the manager for a different form.

Monday through Thursday Rental Fee:

RENTAL FEE – Basic Fee \$425.00	\$425.00
Refundable Security Deposit	\$500.00
Total to be paid one month prior to the event	\$925.00

SECURITY GUARD FEE – All parties scheduled past 10 pm are required to have one security guard present. RENTER must arrange with a certified security company.

ADDITIONAL FEES:

- 1. A \$50.00 nonrefundable deposit applicable towards your rental fee is **required** to reserve the date of rental.
- 2. The Security deposit will be held for approximately **2 weeks** after your event.
- 3. The Return check fee is \$40.
- 4. HALF OF THE RENTAL FEE WILL BE FORFEITED IF EVENT IS CANCELED LESS THAN TWO (2) WEEKS PRIOR TO EVENT.

II. EQUIPMENT/FURNITURE INVENTORY

Equipment usage covered by Rental fees includes – tables, chairs, refrigerator, freezer, microwave, oven and dishwasher. 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)
- 80 folding chairs (on folding chair carts which hold 32 chairs each)
- 3 cocktail tables/chairs (4' high tables with 6 bar height chairs)
- *White table linens are available for use, but must be laundered upon return.

III. 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 teardown time. 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 any 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 the Clubhouse, upper-deck area and restrooms. Guests are not allowed to access the lower deck or grass area unless an additional fee is paid for usage. Congregation is not allowed in front of the building or in the parking lot..
- 4. Renter is responsible for the behavior and safety of all guests.
- 5. Disrespect to neighboring homes with excessive noise and/or inappropriate behavior will result in the closure of your party and/or rejection of future requests to rent the clubhouse AND the security deposit will be forfeited.
- 6. Clubhouse must be cleaned and keys returned to the clubhouse mail slot by 12:00 AM or unless otherwise arranged.
- 7. BBQ pits are available, but must be shared during open pool hours.
- 8. Clubhouse maximum capacity is 120 people.
- 9. Staples, tape, and nails may **not** be used to hang decorations; only use push pins. All pins and decorations must be completely removed.
- 10. No keys may be duplicated.
- 11. No overflow parking is allowed in the church parking lot.
- 12. This is a smoke-free facility (includes vaping).
- 13. Disregard of the rules will result in closure of the party, loss of security deposit, and/or loss of future clubhouse rental.
- 14. If the renting party would like access to the pool facilities, an additional cost of \$500.00 can be paid for the day's usage. This will not apply to off season rentals (Oct-April) because the pool is closed.

The pool is open to our members and their guests on weekends in May (12 - 8pm), daily June through August (12 - 8pm), and weekends in September (12 - 7pm).

RENTING THE CLUBHOUSE DOES NOT PERMIT YOUR GUESTS USE OF THE POOL, LOWER DECK, FIELD, OR SPORT COURTS. If it is reported that any clubhouse rental guests used either of the pools, or other restricted areas, your deposit will be forfeited, and additional charges may occur.

Los Paseos HOA Cleaning Checklist

(Complete and return to office by end of the event)

Kitchen							
	☐ Sweep and mop flo	oors		All furniture must be moved back into the clubhouse if moved			
	☐ Wipe down all cou	ntertops		outdoors.			
	☐ Wipe down inducti	ion cooktop surface		Any item(s) not done to the			
	Wine out ovens						
	☐ Empty out and wip	e down refrigerator		manager, will result in a deduction of security deposit or resulting in			
	☐ Empty trash bins a	nd replace with new garba	ge bags	full loss of deposit.			
	☐ Shut and lock wind	lows		Initial:			
	☐ Turn off lights						
Bathroon	ns						
	\Box Check that all stall	doors are unlocked					
	☐ Pickup all papers f	rom floor					
	☐ Wipe down all cou	ntertops					
	☐ Flush toilets						
	☐ Empty all trash bin	s and replace with new gar	rbage bags				
	☐ Turn off lights						
	☐ Lock doors and clo	ose gates					
Facility C	Frounds						
		pool area, front area, and l	awns for bottles, ca	ans. trash.			
		outts from landscaping, wa					
Trash				<i>y</i>			
	☐ All trash and recyc	ling must be deposited in	designated dumpste	ers located in the parking lot.			
Clubhous	se						
	☐ Sweep and mop flo	oors					
	☐ Wipe down all tables and chairs and return them to their original location INSIDE clubhouse.						
	☐ Remove all tape, p	ins and decorations					
	☐ Wipe down bar and	d 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						
Cicaning	□ Brooms & Cleanin	g materials put away					
Complete	ed:						
Date:	Time:	Print Name:					
Signature:							