

PRIVATE USAGE OF THE CLUBHOUSE
RENTAL CONTRACT
Revised January 2011

Rental
Date: _____ Homeowner: _____

Address: _____

THIS AGREEMENT is entered into as of the date listed by and between Cowell Homeowners Association, Inc. with an office at 4465 South Larwin Avenue, Concord, CA 94521 and the Homeowner listed above.

WHEREAS, Homeowner is a member of the Association in good standing and desires to rent Association facilities for their private use; and

WHEREAS, Association desires to provide such services to Homeowner on the terms set forth below;

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

COWELL HOMEOWNERS ASSOCIATION, INC.

By _____

Title _____

Date _____

Homeowner Signature

Printed Name

Date _____

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FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Association and Homeowner agree as follows:

1 Event Description

The Facilities are being requested for the event described below.

1.1 Facilities Requested

The facilities covered by this agreement include the:

- Clubhouse lounge area only
- Clubhouse game room
- Clubhouse kitchen

1.2 Rental Date and Time

Date: _____ 8 hour time slot: 12pm-8pm
 2pm- 10pm
 4pm-12am

1.3 Event type

The facilities covered by this agreement are being rented for:

1.4 Event size

Guest Count: _____

1.5 Alcohol

Alcohol will/will not be served at this event (please circle).

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2 Schedule of facility charges and payments

- 2.1 The schedule of fees and deposits due for this are listed in appendix A of this document.
- 2.2 Payments can be made by check or money order.
- 2.3 All checks must be drawn on the Homeowner's account and the Homeowner must deliver money orders. No funds will be accepted from sponsored groups or their members.
- 2.4 All deposits and other funds will be deposited in the Association account. Refunds will be made by Association check.
- 2.5 The \$500 Date Security & Cleaning Deposit less any fees for security, damages, and cleaning will be refunded within 4 weeks as long as there has been no damage to the facility and extra cleaning is not required. Payment will be made by Association check to the Homeowner making the reservation. If the cost of any security fees, damages and cleaning exceed the amount of the deposit, the Homeowner will be billed for the additional amount. The determination of the assessment of additional charges shall be at the sole discretion of the Association.

3 Cancellation (initial _____)

- 3.1 All fees and deposits are refundable if the Association receives written notice **30 days prior** to the date of the event.
- 3.2 If cancellation in the form of a written notice is received less than 30 days prior to the reservation, \$50.00 from the deposit will be deducted, and all other fees will be returned.
- 3.3 Any cancellation within 24 hours of the scheduled rental is subject to the \$250.00 deduction plus any resulting fees to the Association.

4 Liability

- 4.1 (initial _____) Any member in whose name any of the facilities have been reserved shall be liable for all damage and loss to any of the facilities.
- 4.2 Homeowner can have the Association added as an additional named insured to the Homeowner's liability insurance policy for the entire period the facilities are being used by the homeowner.
- 4.3 Homeowner shall provide proof of insurance to the Association no later than fifteen (15) days before the reserved date. The insurance required herein shall specifically afford coverage to the Association for any liability arising from the event, including but not limited to any and all liability arising from the from the consumption of any alcoholic beverages.
- 4.4 Failure to provide proof of insurance with the Association as additional named insured shall void this agreement.
- 4.5 The Homeowner shall pay any fines or damages for violation of any rules of the Association or for the private use of the clubhouse facilities. These fines are established pursuant to ARTICLE XVI, Section 1, Amended and Restated By-Laws of the Cowell Homeowners Association, Inc. Said fines will first be deducted from the security deposit. Damages or fines in excess of the security deposit will be the responsibility of the Homeowner. Homeowner's liability would be the full extent of any fines or damages.

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- 4.6 (initial _____) The Homeowner is responsible for the welfare and actions of all persons using the facilities during the period of Homeowner's use and shall hold the Association harmless for any and all claims resulting from the rental.
- 4.7 The Homeowner is liable for any and all costs resulting from the Association defending itself against any and all claims or liability for any injury or damage to any person or property, either on or off the premises, when such injury shall be caused in whole or in part by the act, neglect or fault of the Homeowner, his/her agents, servants, employees or invitees.

5 Indemnification

- 5.1 (initial _____) The Homeowner shall indemnify, defend and hold harmless the Cowell Homeowners Association, its officers, employees and volunteers against and from any claims or suits for damages or injury to the extent arising from the renting Homeowners' negligent act, error or omission of this rental procedure and shall further indemnify and hold harmless the Cowell Homeowners Association, its officers, employees and volunteers against and from claims or suits to the extent arising from any negligent performance and against and from all costs, attorney's fees and costs of defense, expenses and liabilities related to claim or action or proceeding brought within the scope of the indemnification.

6 Capacity and Availability

- 6.1 The maximum time permitted for any event is eight hours.
- 6.2 Rentals must end by 12 am and clean up must be complete by 2:00 am. Running past 2:00 am or exceeding the eight-hour time allotment will result in deductions from the rental deposit.
- 6.3 The maximum number of persons allowed in the entire clubhouse at any one time is 220.
- 6.4 The upstairs general lounge is restricted to 60 persons for dining or 140 persons if tables and chairs do not obstruct the room.
- 6.5 The game room is restricted to 40 persons for dining or 80 persons if tables and chairs do not obstruct the room.
- 6.6 The building is subject to a fire inspection by the Contra Costa Consolidated Fire Department at any time it is in use.
- 6.7 The Association assumes no liability for fines or loss of use due to a violation of the capacity requirements.
- 6.8 (initial _____) The Main Pool and surrounding area is off limits AT ALL TIMES while attending the party. Homeowners and guests are not allowed in the pool area nor can they swim while attending a function inside the Clubhouse.

7 Services Provided

- 7.1 A special attendant (facility representative) will be on duty for the duration of the rental event. The attendant is to meet and greet the renting homeowner and offer services, within reason, that will help to set up the event and make it run smoothly throughout the rental period. The attendant will be fully knowledgeable of all clubhouse systems: heating, cooling, fire prevention, bathroom, and bathroom

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supplies, kitchen and cooking, food storage, communications, water, and others. The attendant will be fully trained in all emergency procedures and will have "escalation" phone numbers to contact in case of any emergency or problem.

- 7.2 In addition to the special attendant, a Clubhouse attendant will be on duty if the Clubhouse is also open at the time of the rental event. The Clubhouse attendant generally will not be available to help with the set up or functioning of the rental event.

8 Supervision and Security

- 8.1 (initial _____) The Homeowner named on this contract must be in attendance for the entire function, including set-up, during the function and cleanup. This includes homeowners sponsoring outside friends/groups.
- 8.2 For all functions serving alcohol, an additional security charge is required to cover the cost of having security at the event. The minimum fee is \$100.00, which will cover the first 4 hours. For rentals lasting longer than 4 hours, the charge is \$20 for each additional hour. The Association is responsible for arranging this security.
- 8.3 The Association has retained a private security firm. This firm's personnel have the authority to act on behalf of the association to enforce the terms of this contract.
- 8.4 (initial _____) The facility representative is responsible for enforcing all of the facility use regulations and the terms of the rental contract. If necessary, he/she will stop the serving of alcohol and/or terminate the event. The attendant may request police assistance at any time to provide for guest security, protect the facilities from abuse, to enforce the rental contract, to enforce the Association rules and regulations or for any other serious reason. **If the police are called, the total cleaning/damage deposit will be forfeited and the homeowner hosting the event will be billed for all charges for security, damage and/or cleaning.**
- 8.5 Children must be supervised at all times by responsible adults from the event. Staff is not available to care for unsupervised children. The renting homeowner is responsible for extra cleaning and repairs caused by unsupervised guests.
- 8.55 All events involving minors between 13-21 years of age will require a security Guard (one for every 75 minors on the guest list.
- 8.56 A guest list must be provided to the association of all minors invited to the event, a And posted at the front door.

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- 8.6 For every ten (10) minors using the facility, one (1) adult chaperone shall be present and the names of such chaperones shall be furnished to the Association 48 hours prior to the event.
- 8.7 The renting Homeowner must agree to take full responsibility for the behavior exhibited by their guests during the rental period.

9 Setup

- 9.1 Set up times must be cleared with the Association staff and must be scheduled so as to not interfere with other clubhouse activities. Set up may be done during regular Clubhouse hours, or at the expense of the additional Clubhouse staff hours needed. **The cost is \$30.00 per hour during closed hours.**
- 9.2 No setup or other activities may occur in the **game room prior to 6:00PM**
- 9.3 Prior to any set-up, Homeowner will review and sign a facility checklist with the Association staff.
- 9.4 Proposed decorations must be cleared with Association Staff prior to application.
- 9.5 The interior of the facility may be decorated at the discretion of the user and approval of Association staff, subject to the following restrictions:
- **No nails, tacks, staples or glue will be used on the walls, fixtures, furniture and appliances.**
 - Any tape used on the windows will be removed immediately following the function.
 - Furniture, supplies etc. must not be stacked or piled against walls, woodwork or windows.
 - The exit doors are to be clear of furniture and usable as exits at all times.
 - All furniture and/or other large objects shall be moved into or out of the upstairs portion of the Clubhouse by using only the side door.
 - Under no circumstances will objects be moved up or down the staircase.
 - All furniture must be lifted and carried, not dragged. Furniture moved across to the Preschool must be carried the entire way and not rolled on the coasters.
 - Billiard Area is off limits to rentals although DJs and musicians may set up in this space. No food or beverage may be in Billiard Area.
 - The game tables (billiard and air hockey) shall not be moved.
 - Game tables (billiard and air hockey) may not be used in any way. This includes, but is not limited to covering them with anything and using them as plain tables.
 - No furniture will be taken from the Clubhouse for use on the exterior.

10 Business

- 10.1 No business is to be conducted on the premises
- 10.2 No alcoholic beverages are to be sold.
- 10.3 No commercial or fund raising activities and/or functions will be held on the premises.
- 10.4 No entry fee may be charged, nor any other funds collected on the premises.

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11 Alcohol

- 11.1 Alcohol may be consumed only in accordance with applicable federal, state and city laws.
- 11.2 Alcohol may be consumed without a permit when there is no monetary exchange for beverages or admission charged for the event.
- 11.3 Events involving the exchange of monetary consideration (for example: purchase of a meal or meal ticket with any form of alcohol being served as part of the meal) require a permit from Alcohol Beverage Control (ABC). ABC will issue one-day permits to non-profit groups who wish to sell beer, wine or distilled spirits at fundraisers. Please check with the clubhouse for details. ABC is located at: Elihu M. Harris State Office Building, 1515 Clay Street, Suite 2208, Oakland, CA 94612, (510) 622-4970
- 11.4 (Initial _____) A copy of the alcohol permit must be delivered to the association five (5) days prior to the event.
- 11.5 The alcohol permit must be prominently displayed during the event. The facility representative is required to check the license prior to allowing the serving of alcohol at the event.
- 11.6 Alcohol may not be consumed outside the building other than on the decks on the side and rear of the building outside the lounge.
- 11.7 At no time may alcohol be served to minors or at events that are designed for youths under 21 years of age.
- 11.8 The homeowner is reminded that, at activities that include the serving of alcohol, the homeowner is responsible for situations involving persons leaving the facility while under the influence of alcohol.
- 11.9 No alcohol may be consumed prior to the designated starting time of the event or during set-up.
- 11.10 No alcohol may be served after 11:30 pm.
- 11.11 No open containers of alcohol may be removed from the facility. Persons renting the facility may remove unopened containers, but opened containers may not be removed.
- 11.12 If section 1.5 indicates that alcoholic beverages will not be served, then no alcoholic beverages may be present in the facility or on the adjacent property.
- 11.13 Violation of section 11.12 will result in
- Immediate termination of the event
 - Immediate forfeiture of all fees and deposits.
 - All staff and security time being charged for setup, event supervision and cleanup will be considered to be in excess of the forfeited fees and deposits.

12 Cleanup

- 12.1 All clean up must take place immediately following the activity.
- 12.2 The Homeowner is responsible for cleaning the facilities and returning them to the Association in the same condition they were in prior to use. This includes:
- Removing all garbage from the rental space and placing it in the designated receptacles. Trash should be placed in the dumpsters behind the Business Office.

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- Reviewing and signing off the facility checklist with Association staff prior to departure. If the facility has been reserved for a wedding and the Homeowner is the bride or groom and plans to leave before the reception ends, alternate arrangements must be made in advance with the Association staff to complete the checklist.
 - Failure to complete checklist will forfeit renter's ability to debate rental deposit deductions.
- 12.3 Vacuum, mop, broom and limited cleaning supplies can be obtained from the association staff on duty.
- 12.4 (Initial _____) The homeowner will be responsible for the cost of any cleanup and/or repairs caused by their failure to leave the facility in the same condition as they received it.

13 Rental Deductions

Below is a price schedule of common possible deductions of the rental deposit. It does not include every possible deduction, as some must be determined after the fact.

13.1	Late Clean-Up (Clean-up extends past am or past schedule 8 hour block)	\$40 per hour late Additional charge if next rental is disrupted
13.2	Late Security (if security needs to extend its hours due to a rental ending later than schedule)	\$30 per hour late
13.3	Lounge and Game Room furniture not returned to correct positions	\$50
13.4	Fold out tables and chairs not returned to correct location	\$50
13.5	Floors poorly mopped	\$100
13.6	Floors poorly or not vacuumed	\$100
13.7	Trash not taken out	\$100
13.8	Rental space generally left unclean	\$200
13.9	Minor spill on billiard table/ air hockey	\$100
13.10	Major spill on billiard table	\$500
13.11	Stain on carpet	\$40 - \$375
13.12	Missing chairs	\$50.00
13.13	Counter and table tops not wiped Clean	\$50
13.14	Staples, tacks, or nails used	\$200

14 Complete agreement

- 14.1 This document is the final authority on the policies that will govern the event.
- 14.2 (Initial _____) The CHOA board must approve any modification or adjustment to these policies and a document signed by an officer of the board or by the General Manager on the board's behalf describing the modification or adjustment must be attached to this document.

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**Appendix A
Documentation and Payment Checklist**

Homeowner Information		Event Information	
Name:		Dated Time:	
Address:			
Phone:			
E-Mail:			

Item	Amount	Due Date	Completed	Notes
Date Security and Cleaning Deposit	\$500.00	Immediately		
Usage Fee	\$300.00			
Game Room Fee	\$50.00			
Kitchen Fee	\$50.00			
Security Fee (if alcohol is to be served)	\$100.00 1 st 4 hours \$25.00 ea. add. hour			
Proof of Homeowner's Insurance				
Refund of Deposit (if any)				