

WALNUT COUNTRY CLUBHOUSE PRIVATE USAGE RENTAL AGREEMENT

EVENT AND USER INFORMATION

Event Information

Date of Event _____ # of Guests _____ Occasion _____

****Note**** Maximum number of persons allowed in the entire clubhouse is 150 people. The lounge area is restricted to 100 persons and the game room is restricted to 50 people. Recreation staff and hired security must be counted in the overall maximum numbers. **NO EXCEPTIONS** The occupancy number are determined and strictly enforced by the Contra Costa Consolidated Fire Inspector.

Time of Event _____ Rental Time (circle one) 12-8p 2-10p 4p-12a
 (8-hour block includes setup and cleanup time)

Area(s) Rented (circle area(s)) Lounge - \$350 Game Room - \$50 Kitchen - \$75

Is alcohol being served? (Circle one) No Yes (If yes, circle what type of alcohol is being served)

Beer Wine Hard Liquor (requires two Security guards at renter's expense)

Homeowner/Resident Information

Name _____ Cell Phone _____ Home Phone _____

Home Address _____

Email Address _____

Rental Charges

All paperwork and payments must be completed at least 15 calendar days prior to the event.

Item	Fee (\$)	Fee Charged	Date Received	Notes
Security and Cleaning Deposit	500			
Lounge Use Fee	350			
Game Room Use Fee	50			
Kitchen Use Fee	75			
Resident Certificate of Insurance	N/A	N/A		
Catering Company Certificate of Insurance	N/A	N/A		
Outdoor Vendor Certificate of Insurance	N/A	N/A		
Security Fee (4 hr. minimum; require for alcohol Also, If hard liquor being served requires two security guards)				Security notified: Time required:
TOTAL				
Refund of Deposit				

****Please note** *No GLITTER of any kind is permitted within the CHOA Clubhouse facilities*****

Other Notes: _____

**WALNUT COUNTRY CLUBHOUSE PRIVATE USAGE
RENTAL AGREEMENT**

THIS AGREEMENT is entered into as of the date listed by and between Cowell Homeowners Association, Inc. with an office at 4498 Lawson Ct, Concord, CA 94521 and the Resident listed above.

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

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

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

Representative of the Cowell Homeowners Association, Inc.

By _____

Title _____

Date _____

Homeowner or Resident (circle one)

Homeowner/Resident Signature _____

Printed Name _____

Date _____

Homeowner or designated property manager approval if Resident is renting Clubhouse

Homeowner Signature _____

Printed Name _____

Date _____

WALNUT COUNTRY CLUBHOUSE PRIVATE USAGE RENTAL AGREEMENT TERMS

- 1. Schedule of facility charges and payments (Initial_____)**
 - 1.1. The schedule of fees and deposits due are listed on the first page of this document.
 - 1.2. Payments can be made by check, cashier's check or money order only.
 - 1.3. Rental payment will be deposited into the Cowell Homeowner Association operating account.
 - 1.4. The \$500 Security & Cleaning deposit must be a separate check and will be held by the Cowell Homeowners Association General Manager with the completed rental agreement.
 - 1.5. The \$500 Security & Cleaning Deposit less any fees for security, damages, and cleaning will be refunded within 2 weeks as long as there has been no damage to the facility and extra cleaning is not required. 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.

- 2. Cancellation (Initial_____)**
 - 2.1. All fees and deposits are refundable if the Cowell Homeowner's Association receives written notice 30 days prior to the date of the event.
 - 2.2. If cancellation in the form of a written notice is received less than 30 days prior to the reservation, \$100.00 from the deposit will be deducted, and all other fees will be returned.
 - 2.3. Any cancellation within 48 hours of the scheduled rental will be subject to a \$250.00 deduction plus any resulting fees to the Association.

- 3. Liability (Initial_____)**
 - 3.1. Any resident in whose name any of the facilities have been reserved shall be liable for all damage and loss to any of the facilities.
 - 3.2. Resident must have the Cowell Homeowner's 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/resident.
 - 3.3. If the event is being catered or an outdoor vendor provided activity is being used, the company must also provide proof of insurance listing Cowell Homeowner's Association as an "additional named insured" to their liability insurance policy and show proof of Workers Comp insurance for the entire period they are catering the Resident event or providing employees.
 - 3.4. Resident and Catering Company shall provide proof of insurance to the Association no later than fifteen 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 from the consumption of any alcoholic beverages.
 - 3.5. Failure to provide proof of insurance with the Association as additional named insured shall void this agreement.
 - 3.6. 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 will be the full extent of any fines or damages.
 - 3.7. The Resident is responsible for the welfare and actions of all persons using the facilities during the period of event and shall hold the Association harmless for any and all claims resulting from the rental.
 - 3.8. The Resident 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 Resident, his/ her agents, servants, employees or invitees.

4. Indemnification (Initial_____)

4.1. The Resident shall indemnify, defend and hold harmless the Cowell Homeowners Association, its officers, Directors, employees and volunteers against and from any claims or suits for damages or injury to the extent arising from the Clubhouse renter's negligent act, error or omission during this rental period or from the negligent performance of the Clubhouse renter and all costs associated therewith. Clubhouse Renter shall further indemnify and hold harmless the Cowell Homeowner Association, its officers, Directors, 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.

5. Capacity and Availability (Initial_____)

5.1. The allotted basic time permitted for any event is eight hours.

5.2. **Rentals must end by 12 am.** This includes clean up time. Running past 12:00 am or exceeding the eight-hour allotment, whichever comes first, will result in deductions from the rental deposit at the rate of \$40.00 per hour.

5.3. The maximum number of persons allowed in the **entire clubhouse** at any one time is 150.

5.4. The lounge area is restricted to 100 persons. The game room is restricted to 50 persons. Tables and chairs cannot obstruct any area of the lounge or game room.

5.5. The building is subject to a fire inspection by the Contra Costa Consolidated Fire Department at any time it is in use.

5.6. The Association assumes no liability for fines or loss of use due to a violation of the capacity requirements.

5.7. Clubhouse Renter is solely responsible for any consequences, including fine and loss, due to a violation of the capacity requirements.

5.8. The Main Pool and surrounding area is off limits at all times while attending the event or function. Resident and guests are neither allowed in the pool area nor can they swim while attending a function inside the Clubhouse.

6. Services Provided (Initial_____)

6.1. A Clubhouse attendant will be on duty for the duration of the rental event. The attendant will greet the resident and answer any questions they might have to ensure the event runs smoothly throughout the rental period. The attendant will be fully knowledgeable of all clubhouse systems: heating, cooling, fire prevention, bathroom, bathroom 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.

6.2. The Resident will responsible for set-up, takedown and cleanup of the facility.

7. Supervision and Security (Initial_____)

7.1. The resident named on this agreement must be in attendance for the entire function, including set-up, during the function and cleanup. **(Initial_____)**

7.2. 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 security needs lasting longer than 4 hours, the charge is \$25.00 for each additional hour. If additional Security is needed on the day of the event due to serving of liquor or for any other reason, the charge is \$40.00 per additional hours. This charge will not be broken down into increments of less than one hour. Cowell Homeowners Association is responsible for arranging this security. Security must remain on the premises until the last person leaves.

7.3. 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 agreement.

- 7.4. The Clubhouse attendant is responsible for enforcing all of the facility use regulations and the terms of the rental agreement. If necessary, he/ she will stop the serving of alcohol and/or terminate the event. The Clubhouse attendant may request police assistance at any time to provide for guest security, protect the facilities from abuse, to enforce the rental agreement, 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 resident hosting the event will be billed for all charges for security, damage and/or cleaning.
 - 7.5. Children must be supervised at all times by responsible adults from the event. Staff is not available to care for unsupervised children. The resident is responsible for extra cleaning and repairs caused by guests.
 - 7.6. All events involving minors between 13-21 years of age will require a security Guard (one for every 25 minors on the guest list).
 - 7.6.1. A guest list must be provided to the association of all minors invited to the event prior to the start of the event.
 - 7.6.2. 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.
 - 7.7. The resident agrees to take full responsibility for the behavior exhibited by their guests during the rental period.
 - 7.8. The recreation staff and security guard (if present) will be the last to leave the premise. No guest will be allowed to linger on the premises.
- 8. Setup (Initial_____)**
- 8.1. Set up times must be cleared with the Association staff and must be scheduled so as to not interfere with other clubhouse activities. Setup 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.
 - 8.2. Prior to any set-up, Resident will review and sign a facility walk-through checklist with the Association staff. **(Initial_____)**
 - 8.3. The interior of the facility may be decorated at the discretion of the user and approval of Association staff, subject to the following restrictions:
 - 8.4. No nails, tacks, duct tape, staples or glue will be used on the walls, fixtures, furniture and appliances.
 - 8.5. Any tape (no duct tape is allowed) or pushpins used will be removed immediately following the function.
 - 8.6. No glitter of any kind is allowed anywhere in the clubhouse facilities.
 - 8.7. No open flame candles are to be lit at any time during the duration of the event or function.
 - 8.8. All round lounge tables must be covered with table pads (which are provided by CHOA) and tablecloths provided by the resident.
 - 8.9. Furniture, supplies, etc. must not be stacked or piled against walls, woodwork or windows.
 - 8.10. The exit doors are to be clear of furniture and usable as exits at all times.
 - 8.11. All furniture and/or other large objects shall be moved into or out of the lounge area of the Clubhouse by using only the front door.
 - 8.12. Under no circumstances will clubhouse property be moved up or down the staircase to the bottom floor.
 - 8.13. The billiard tables shall not be moved.
 - 8.14. Game tables may be used if the game tables and room have been rented. Game tables are not to be used as tables or for any other purpose than their intended purpose of playing that game.
 - 8.15. No furniture will be removed from the Clubhouse.

9. Business (Initial_____)

- 9.1. No business is to be conducted on the premises.
- 9.2. No alcoholic beverages are to be sold.
- 9.3. No commercial or fund raising activities and/or functions will be held on the premises without prior CHOA Board approval.
- 9.4. No entry fee or any other funds shall be collected on the premises.
- 9.5. Smoking is not allowed except in the designated smoking areas outside of the Clubhouse.
- 9.6. No food or drink is allowed in the pool table/shuffleboard area.

10. Alcohol (Initial_____)

- 10.1. Alcohol may be consumed only in accordance with applicable Federal, State and City laws and the Cowell Homeowners Association policies.
- 10.2. The serving of alcoholic beverages must be done in accordance with all applicable Federal, State and City laws including but not limited to the following:
 - 10.2.1. It is illegal to sell, furnish or give away any alcoholic beverages to any person under the age of 21 (Business & Professions Code 25658)
 - 10.2.2. It is illegal to allow the consumption or possession of any alcoholic beverages by any person under the age of 21 (Business & Professions Code 25658 & 25662)
 - 10.2.3. It is illegal to sell, furnish or give away any alcoholic beverage to any obviously intoxicated person (Business & Professions Code 25602)
- 10.3. Alcohol may be consumed without an Alcohol Beverage Control selling permit when there is no monetary exchange for beverages or admission charged for the pre-approved event. However, a one-day liquor liability insurance certificate is still required whenever alcohol is to be consumed.
- 10.4. 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. Alcohol Beverage Control 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. Alcohol Beverage Control is located at: Elihu M. Harris State Office Building, 1515 Clay Street, Suite 2208, Oakland, CA 94612, (510) 622-4970
- 10.5. A copy of the alcohol permit must be delivered to the Clubhouse office fifteen (15) days prior to the event.
- 10.6. The Alcohol Beverage Control 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.
- 10.7. Alcohol may not be consumed outside the building and on Lawson Ct. Alcohol may be consumed on the side clubhouse deck and the poolside balcony.
- 10.8. When alcohol is served in connection with an event, the Owner and Resident renting the Clubhouse should be solely responsible for the consequences resulting from the serving of alcoholic beverages and should be required to defend and indemnify the Association with respect to any claims, losses and liability arising from such conduct.
- 10.9. No alcohol may be consumed without a security guard on the premises.
- 10.10. No alcohol may be served after 11:00 pm NO EXCEPTION!
- 10.11. 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 from the premises.
- 10.12. If the agreement indicates that alcoholic beverages will not be served, then no alcoholic beverages may be present in the facility or on the adjacent property.
- 10.13. Violation of section 10.12 will result in:
 - 10.13.1. Immediate termination of the event
 - 10.13.2. Immediate forfeiture of all fees and deposits.

10.13.3. All staff and security time being charged for setup, event supervision and cleanup will be considered to be in excess of the forfeit fees and deposits.

11. Clean Up (Initial _____)

- 11.1. All clean up must take place immediately following the event.
- 11.2. All clean up must be completed prior to the time agreed upon on page 1 of this document.
- 11.3. The Resident is responsible for cleaning the facilities and returning them to the same condition they were in prior to use. This includes, but is not limited to:
- 11.4. Removing all garbage from the rental space and placing it in the dumpsters behind the Business Office.
- 11.5. Prior to departure, the resident will review and sign off the rental condition checklist with the Association staff. **(Initial _____)**
- 11.6. Failure to complete the rental condition checklist will result in the resident forfeiting the rental deposit and also forfeit resident ability to debate any additional rental deductions. **(Initial _____)**
- 11.7. An additional inspection of the facility will be made by the Clubhouse Supervisor and CHOA Custodian after all events. Additional fees may occur.
- 11.8. Vacuum, mop, broom and limited cleaning supplies can be obtained from the Clubhouse staff on duty.
- 11.9. The Homeowner/resident will be responsible for the cost of any clean up and/or repairs caused by their failure to leave the facility in the same condition as signed on the rental condition checklist prior to the start of the event. **(Initial _____)**

12. Rental Deductions (Initial _____)

- 12.1. Below is a price list of common possible deductions of the rental deposit. It does not include every possible deduction, as some must be determined after the fact.
- 12.2. Late Clean Up \$40.00 per hour (past the 8 hour rental agreement)
- 12.3. Additional charge if the next rental is disrupted due to late cleans up. TBD based on time disrupted
- 12.4. Late Security \$25.00 per hour
- 12.5. Folding tables and chairs not returned to the storage area \$75
- 12.6. Floors are not mopped or poorly in the lounge and bar areas \$75
- 12.7. Rugs not vacuumed or poorly vacuumed \$75
- 12.8. Trash not disposed behind the Business Office \$75
- 12.9. Carpet stain (depending on the severity of the stain) \$75-\$400
- 12.10. Microwave oven not cleaned \$75
- 12.11. Broken or missing tables \$400 per round table \$100 – per folding table
- 12.12. Broken or missing TV audio equipment \$100 minimum or replacement cost
- 12.13. Broken, missing, or damage to chairs \$1000 –per brown leather lounge, \$150 – per round table, \$30 – per folding
- 12.14. Broken or missing end tables \$250 per end table
- 12.15. Damage to game tables/pool tables \$100 minimum
- 12.16. Damage to video, vending, or game room games \$100 minimum
- 12.17. Evident of damage due to staples, nails, glue, duct tape \$100 minimum
- 12.18. Kitchen appliances not returned to same condition \$100
- 12.19. Kitchen floor not mopped or poorly mopped \$75
- 12.20. Damage to exterior clubhouse deck or front area, TBD based on damage repair cost

13. Completed Agreement (Initial _____)

- 13.1. This document is the final authority on the policies that will govern the event.
- 13.2. The CHOA board must review/approve any modification to the terms of this agreement.

WALNUT COUNTRY CLUBHOUSE PRIVATE USAGE RENTAL CONDITION CHECKLIST

Signature In (prior to setup)

Clubhouse Attendant _____

Signature Out (after event)

Clubhouse Attendant _____

Attendant Name Printed _____

Attendant Name Printed _____

Resident _____

Resident _____

Resident Name Printed _____

Resident Name Printed _____

Event Date _____ Start Time _____ End Time _____ (when rooms returned to original state)

	Before Event			After Event			Comments
	Good	Fair	Poor	Good	Fair	Poor	
Lounge							
Tables							
Chairs							
Floors							
Walls and hangings							
Wet Bar							
Floor							
Sinks and Countertops							
Mini Fridge							
Microwave							
Disposal							
Kitchen							
Floor							
Sinks and Countertops							
Stoves							
Oven							
Microwave							
Refrigerator							
Dishwasher							
Upstairs Restroom							
Floors							
Walls							
Countertops							
Toilets							
Mirrors							
Dispensers							
Game Room							
Floors							
Walls							
Billiard Tables							
Foosball Table							
Air Hockey Table							
Shuffleboard							

WALNUT COUNTRY CLUBHOUSE PRIVATE USAGE RENTAL EVALUATION FORM

You are a valued customer. Your opinion and suggestions are important to us so please take a moment to let us know how we are doing or how we can best accommodate your needs in the future.

	Strongly Agree	Agree	Disagree	Strongly Disagree	N/A
Reservation Process					
1. Overall rental process was easy					
2. Clubhouse Staff helpful with rental process.					
3. Rental agreement was clear and concise.					
4. I fully understood my responsibilities and liability as outlined in the rental agreement and the rental condition checklist.					
Staff					
1. Staff greeted and performed a rental condition checklist walk through prior to the start of the event.					
2. The Clubhouse Staff was visible and helpful during the event.					
3. If applicable, Security was visible during the function					
4. After my event, the Clubhouse staff walked through the facility with the rental condition checklist					
Facility					
1. Facility was clean and well maintained prior to the start of my event.					

What did you like or dislike about your experience renting the Walnut Country clubhouse:

Any suggestions for improving the rental process:

Please rate your overall rental experience: 5-very good 4-good 3-OK 2-poor 1-very poor

Clubhouse Phone: (925) 825-0250

Clubhouse Address: 4465 South Larwin Ave., Concord, CA 94521

E-Mail: recdirector@walnutcountry.com

Web: www.walnutcountry.com