

COWELL HOMEOWNERS ASSOCIATION, INC. CLUBHOUSE RENTAL AGREEMENT

Last Updated August 24th, 2023

This Clubhouse Rental Agreement (“Agreement”) is entered into between Cowell Homeowners Association, Inc. (“Association”) and the individual signed below who is requesting to hold a private event (“Resident”) at the Association-owned Clubhouse building located at 4465 S. Larwin Ave (“Clubhouse”). **If the individual renting the Clubhouse is a tenant or renter, the homeowner on title must also sign below.**

WEREAS, Resident desires to rent Association facilities for their private use; and
WHEREAS, the Association desires to provide such services to the Resident on the terms set forth below;
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below.

COWELL HOMEOWNERS ASSOCIATION, INC

HOA Representative Signature

Name and Title

Date

HOMEOWNER OR TENANT/RENTER (CIRCLE ONE)

Signature

Printed Name

_____ CHOA Address

HOMEOWNER (IF TENANT/RENTER IS RENTING THE CLUBHOUSE)

Signature

Printed Name

Date

COWELL HOMEOWNERS ASSOCIATION, INC. CLUBHOUSE RENTAL AGREEMENT TERMS

Please initial each section indicating you have read, understand, and agree to the terms.

1. SCHEDULE OF FACILITY CHARGES AND PAYMENTS | INITIAL _____

- a. Payments can be made by credit card only through the online reservation system located at <https://cowellhoa.skedda.com>. Checks, cash, or money orders are not accepted.
- b. No security deposit is required. Resident's credit card will be charged the full amount due 1-2 business days following the day of the event.
- c. The cost to rent the Clubhouse, in addition to a full list of fees that might be incurred and charged to the credit card on file as a result of any damage or any other violation of this agreement, including but not limited to unsatisfactory cleanup, exceeding the reservation time limit, or any action that might require Association security on site, hereinafter referred to as "Schedule of Fees", is included on the final page of this Agreement.
- d. Any additional fee charged to Resident listed in the Schedule of Fees is done so at the Association's discretion, and will be based on information provided by the Association employee or agent ("Employee") who was present during the reservation. Any fee charged from the Schedule of Fees is final and not may not be disputed. It is Resident's responsibility to ensure that they fully understand all restrictions and requirements listed in this Agreement, including cleanup requirements.

2. CANCELLATION | INITIAL _____

- a. A reservation can be cancelled up to 14 days prior to the event with no charge.
- b. If cancellation in the form of a written notice is received less than 14 days prior to the reservation, a \$100.00 charge will be charged to the credit card on file.
- c. Any cancellation within 48 hours of the scheduled reservation, including any kind of no-show with no prior notice will be subject to a \$250.00 charge to the credit card on file.

3. CAPACITY AND AVAILABILITY | INITIAL _____

- a. The Clubhouse may be rented for a minimum of four hours and a maximum of eight hours.
- b. Rentals must conclude no later than 12am (midnight). **This includes cleanup time.** Rentals that continue past 12am, or exceed the length of the rental (which ever comes first) will result in a fee per the Schedule of Fees.
- c. The maximum number of persons allowed in the entire Clubhouse at any one time is 150.
- d. The Clubhouse is made up of three areas available to rent: the parlor, dining, and bar area on the west half of the building ("Lounge"); the game room with table tennis, air hockey, and billiard tables on the east half of the building ("Game Room"); and the downstairs kitchen ("Kitchen").
- e. The Lounge is restricted to 100 persons. The Game Room is restricted to 50 persons. The Kitchen may only be utilized for preparing and cooking food and beverages. No part of the event may take place in the Kitchen.

- f. Resident understands that if they do not include the Game Room as a part of the event, it will still be open to other residents during normal Clubhouse hours. A privacy screen will be provided to keep a physical boundary between the area reserved by Resident and areas open to Clubhouse guests during normal business hours.
- g. Tables and chairs cannot obstruct the Lounge or Game Room ingress and egress, or any doors, exits, stairs, or ramps.
- h. The Clubhouse is subject to a fire inspection by the Contra Costa Consolidated Fire Department at any time it is in use.
- i. The Association assumes no liability for fines or loss of use imposed by either the Association or any third party such as the Fire Department due to a violation of the Clubhouse capacity requirements. Resident is responsible for fines or loss due to a violation of the Clubhouse capacity requirements.
- j. The Main Pool and its surrounding area is not included as a part of this reservation, and is off limits at all times to Resident and all guests, attendees, and invitees. Resident and guests are not allowed in the Main Pool area and cannot swim in the Main Pool during the reservation.
- k. No portion of the event may take place in the landscaping around the Clubhouse or any Common Areas. Resident understands that this reservation is for the Clubhouse building only.

4. EVENT SETUP | *INITIAL* _____

- a. Unless approved beforehand by the Association, setup is to take place only on the day of the reservation, during the reservation hours, so as not to interfere with other Clubhouse activities.
- b. If Resident wishes to setup prior to the start of the rental hours, it must be approved by the Association prior to the day of the event, to ensure that it does not interfere with other Clubhouse activities or guests. Requests for setup outside of regular Clubhouse hours require approval by the General Manager and may incur an additional fee per the Schedule of Fees.
- c. For Saturday reservations, Resident may request an early setup window starting Friday evening at 4pm if there is no reservation or other event scheduled at the Clubhouse for that Friday. Friday evening setup must be approved in advance by the Association and will incur an additional fee per the Schedule of Fees.
- d. No items may be stored anywhere in the Clubhouse or on Association property prior to the reservation hours, unless previously approved by the Association.
- e. Prior to setup, and at the start of the reservation, the Employee will conduct a walk-through of the Clubhouse to review its condition. Resident has the option to attend this walk-through if desired. It is highly recommended that this walk-through be attended so there are no disagreements as to the condition of the Clubhouse prior to the reservation.
- f. The interior of the Clubhouse areas rented may be decorated at the discretion of the Resident and approval of the Employee, subject to the following restrictions:
 - i. **No glitter of any kind is permitted within the building.** If evidence of glitter is found, Resident will be charged a fee per the Schedule of Fees. This is because it is so difficult to cleanup.
 - ii. No nails, tacks, staples, or glue may be used on or otherwise attached to the walls, fixtures, furniture, or appliances. Standard tapes and push-pins are permitted, but must be removed during cleanup.
 - iii. No items may be hung or draped over the rafters or trusses.

- iv. Decorations or similar items may be hung, installed, or affixed to the building by Resident at standing height only. Resident is not permitted to utilize ladders or stools to hang, install, or affix decorations or similar items. Clubhouse Staff may assist using Association ladders at their discretion
- v. No duct tape is permitted.
- vi. No open flame candles (or any other objects featuring an open flame) are permitted within the Clubhouse and may not be lit at any time, with the exception of small items such as Sternos, chaffing burners, or food warmers used for keeping pre-cooked food heated.
- vii. All round tables in the Lounge must be protected by table covers at all times. The Association will provide table covers, but the Resident may provide their own if so desired.
- viii. Furniture, supplies, or any other objects provided by the Resident may not be stacked or piled against walls, woodwork, or windows
- ix. All exit doors must be clear of furniture and useable as exits at all times
- x. No furniture in the Game Room or Lounge may be moved downstairs to the first floor – all furniture located in the Lounge and Game Room must remain so.
- xi. The billiard tables may not be moved.
- xii. The table tennis tables may only be used for their original purpose if the Game Room has been included in the reservation. At no point may these tables be used for any other purpose other than the playing of table tennis. No items may be stacked or stored on the table tennis, shuffleboard, or billiard tables at any time. Only the Clubhouse Staff may move or put away the table tennis tables. No resident or guest is permitted to move, fold up, or put away the table tennis tables as they damage easily.
- xiii. No furniture may be removed from the Clubhouse.

5. THE EVENT | INITIAL _____

- a. The Resident is responsible for the welfare and actions of all persons using the Clubhouse during the reservation.
- b. If the reservation does not include the Game Room, that area is off limits to all guests during the reservation, and will be open to Association residents and guests during normal business hours. If Resident would like exclusive use of the entire first floor of the Clubhouse during the event, the rental needs to include the Game Room as well.
- c. No glitter is permitted in the Clubhouse at any time during the reservation.
- d. The Association may provide the following multimedia options at the Resident's request:
 - i. Speakers
 - ii. Wireless microphones
 - iii. CD player and auxiliary cable /iPhone Lightning cable audio input
 - iv. Television with HDMI and VGA computer inputs
- e. An HD television with basic television channels is available for use by the Resident
- f. No smoking is permitted inside the Clubhouse or on any of the balconies. There is a designated smoking area near the front entry bridge.
- g. The Main Pool or any area inside the Main Pool deck is not included in the reservation, and is off limits to all guests during the reservation.

- h. No food or drink is permitted in the billiard area of the Game Room.
- i. The Employee has the authority to act on behalf of the Association to enforce the terms of this Agreement. It is imperative that Resident listens to any directions or instructions provided by the Employee during the course of the reservation.
- j. The Employee may, during the reservation and in his or her discretion, immediately terminate the reservation should he or she make a determination that it is in the best interest of the Association and all persons involved, due to factors including but not limited to property damage, visible drunkenness, hostility, aggression, or belligerent action by any guest, or any other concerning behavior by any person during the reservation.

6. CLEANUP | INITIAL _____

- a. Cleanup involves ensuring that the Clubhouse is in the same condition at the end of the reservation compared to how it was found prior to the start of the reservation. It is the Resident's responsibility to return the Clubhouse to the condition it was in before the reservation.
- b. The Association will make a small number of cleaning supplies and appliances available to the Resident for cleanup, including but not limited to a vacuum, brooms, cloths and rags, cleaning agents, trash cans and trash bags, and mops. In the event that cleanup is not completed to the Association's satisfaction and a fee is charged, the Resident may not contend that any blame was due to the Association provided cleaning supplies or appliances; full responsibility for cleanup following an event always falls on the Resident.
- c. Cleanup includes but is not limited to the following:
 - i. Sweeping and vacuuming floors
 - ii. Mopping or wiping up any food or drink spills or messes
 - iii. Ensuring all trash/garbage has been put into an appropriate receptacle
 - iv. Disposing of all trash bags behind the Business Office
 - v. Checking all furniture for damage
 - vi. Returning folding chairs and tables to the storage closet (if utilized)
- d. All trash must be bagged and disposed of in the dumpsters behind the Business Office. Employee will provide access to this area.
- e. At the end of the reservation, the Employee will conduct a second walk-through inspection and note damage or cleanup issues and the condition of the Clubhouse. The Resident is required to attend this walk-through, as the Employee will point out areas of concern that might result in fees. If the Resident leaves before the walk-through has been completed or otherwise does not attend or participate, an additional fee will be incurred per the Schedule of Fees.
- f. No items of any kind may be left behind following the conclusion of the reservation. If Resident is renting furniture or other items or decorations from a third-party, it must be picked up the same day as the reservation, at the conclusion of the event. If any items, furniture, or decorations are left behind following the conclusion of the reservation, a fee will be charged per the Schedule of Fees.

7. LIABILITY AND INSURANCE | INITIAL _____

- a. Resident is responsible and liable for all damage and loss to any of the Association's common area facilities as a result of the Clubhouse reservation.

- b. Resident must comply with the following insurance requirements, and submit all required documentation and proof of policies to the Association no less than 14 days prior to the reservation:
 - i. A one-day Certificate of Insurance in the amount of \$1,000,000 listing the Association (“Cowell Homeowners Association, Inc.” located at 4465 S. Larwin Ave) as certificate holder and additional named insured for the day of the reservation
 - ii. If alcohol is being served, this insurance policy must include Host Liquor Liability insurance coverage
 - iii. If any vendor will be providing products or services at the event (including but not limited to a caterer, magician, face painter, etc.), it is strongly recommended that these vendors be fully insured. Vendors, third-parties, and independent contractors are typically not covered by the standard one-day event insurance policies. It is the Resident’s responsibility to confirm insurance coverage with any vendor or third-party being used during the event. Resident understands that they may be personally liable for any expense or damage done by or as a result of an uninsured vendor or third-party during the event, and that the one-day event insurance required by the Association likely does not provide any coverage for these vendors or third-parties.
- c. If Resident is requesting to use structures such as indoor bounce-houses or jumpers, the one-day insurance policy must explicitly provide coverage for these structures. Please note that many insurance policies specifically exclude structures such as bounce-houses and jumpers.
- d. If all required insurance documentation is not received by the Association less than 14 days prior to the reservation, the reservation will be considered cancelled and a \$100.00 charge will apply.
- e. 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, invitees, or guests.
- f. Resident shall pay any fines or fees for damages to the Association’s common areas or violations of the Association’s governing documents as a result of the private use of the clubhouse facilities, including those detailed in the Schedule of Fees included at the end of this Agreement.

8. INDEMNIFICATION | INITIAL _____

- a. Resident shall indemnify, defend, and hold harmless the Cowell Homeowners Association, Inc., its officers, Directors, employees, agents, and volunteers against and from any claims or suits for damages or injury to the extent arising from the Clubhouse renter’s and or Resident’s negligent act, error or omission during this rental period or from the negligent performance of the Clubhouse renter and all costs associated therewith. Resident and clubhouse renter shall further indemnify and hold harmless the Cowell Homeowner Association, Inc., its officers, Directors, employees, agents, 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.
- b. The Association cannot make any guarantees that the Clubhouse will be available on the date it is reserved. Unforeseen circumstances could arise in which the Association may cancel the reservation as a result of the Clubhouse being temporarily unavailable due to, but not limited to, conflicting events, damage, renovation, repairs, or similar circumstances beyond the Association’s control. In the event the Clubhouse is not available on the date reserved, the Association is not in any way responsible for any inconvenience and damages (including consequential damages) that

may be incurred by Resident as a result of its unavailability. Resident shall indemnify, defend, and hold harmless the Cowell Homeowners Association, Inc., its officers, Directors, employees, agents, and volunteers against and from any claims or suits for damages of any kind to the extent arising from the Association cancelling a reservation or the Clubhouse's unavailability and all costs associated therewith, including attorney's fees and costs of defense, expenses and liabilities related to claim or action or proceeding brought within the scope of the indemnification.

9. SERVICES PROVIDED | INITIAL _____

- a. Employee will be on duty for the duration of the reservation (except during any breaks mandated by California law). The Employee will greet the Resident and answer any questions the Resident might have to help ensure that the event runs smoothly during the reservation.
- b. Resident will be responsible for all setup, takedown, and cleanup. The Association will not assist the Resident with any part of the setup or cleanup process.

10. SUPERVISION AND SECURITY | INITIAL _____

- a. Resident must be in attendance for the entire reservation, including setup and cleanup. As a reminder, the homeowner is fully responsible for their tenant, (and by extension all guests and invitees) if the tenant wishes to rent the Clubhouse.
- b. Employee is responsible for enforcing all Clubhouse use regulations and the terms of this Rental Agreement. If the Employee deems it necessary, the Employee has the authority to stop the serving of alcohol and/or terminate the event. The Employee may also request police assistance at any time to provide for guest security, protect the Association facilities from abuse, to enforce the Rental Agreement, to enforce the Association's governing documents, or for any other serious or legitimate reason. This action may incur a fee as listed in the Schedule of Fees.
- c. The Employee may also request the presence of a guard from the Association's contracted security vendor, if he or she feels that they require assistance to enforce the terms of the Rental Agreement or keep the Association's facilities from being abused or damaged. This action will incur a fee as listed in the Schedule of Fees.
- d. Children must be supervised at all times by responsible adult during the reservation. The Employee or any other Association staff or agents is not available to care for unsupervised children.
- e. Resident agrees to take full responsibility for the behavior exhibited by all guests, invitees, and vendors during the reservation period.
- f. The Employee will be the last to leave the premises. No individuals will be permitted to linger on the premises following the conclusion of the reservation.

11. BUSINESS | INITIAL _____

- a. No business may be conducted on the premises during the reservation.
- b. Absolutely no alcoholic beverages are to be sold.
- c. No commercial or fund-raising activities shall be held on the premises without prior Board approval.
- d. No entry fee or other funds may be collected on the premises.

12. ALCOHOL | INITIAL _____

- a. If alcohol will be consumed by any individual during the reservation, the Resident must indicate this on the rental application and also provide Host Liquor Liability insurance. If Resident's rental application does not indicate that alcohol will be consumed, but it is discovered either during or after the reservation that alcohol was consumed, the Resident will be charged a fee in accordance with the Schedule of Fees and may lose future clubhouse reservation privileges.
- b. If alcohol is being served, Resident must ensure that all guests are reasonable, well-behaved, and do not become aggressive, belligerent, hostile, or otherwise neglectful of their actions.
- c. Alcohol may not be sold at any point during the reservation.
- d. Alcohol must be consumed in accordance with applicable Federal, State, and City laws, as well as any Cowell Homeowners Association, Inc. policies.
- e. 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:
 - i. It is illegal to sell, furnish or give away any alcoholic beverages to any person under the age of 21 (Business & Professions Code 25658)
 - ii. 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)
 - iii. It is illegal to sell, furnish or give away any alcoholic beverage to any obviously intoxicated person (Business & Professions Code 25602)
- f. Alcohol may not be consumed outside the Clubhouse building, including the landscaping, sidewalks or walkways, and public streets.
- g. When alcohol is served with an event, the Resident is responsible for the consequences resulting from the serving of alcoholic beverages and is required to defend and indemnify the Association with respect to any claims, losses, and liability arising from such conduct.
- h. **No alcohol may be served after 11:00pm**, even if the Clubhouse is reserved until 12:00am. There shall be no exceptions to this restriction.

SCHEDULE OF FEES

Clubhouse Rental Options	Rental Fee
<i>Lounge (during Clubhouse business hours)</i>	\$200
<i>Lounge (outside of Clubhouse business hours)</i>	\$300
<i>Game Room</i>	+ \$50
<i>Downstairs Kitchen</i>	+ \$75

As a part of the Clubhouse Rental Agreement, the following Schedule of Fees lists possible fees, fines, or charges that may be incurred by the Resident as a result of violating the Rental Agreement, damaging Association property, or cleanup issues.

Issue or Violation	Incurred Fee
<i>Resident not present for final walk-through</i>	\$100
<i>Late cleanup or exceeds reservation time</i>	\$100/hr
<i>Inadequate cleanup – food/trash/mess visible</i>	\$100
<i>Folding tables and chairs not returned to storage</i>	\$50
<i>Items/furniture left behind after reservation</i>	\$250
<i>Rugs not vacuumed or poorly vacuumed</i>	\$75
<i>Trash not properly disposed of</i>	\$100
<i>Carpet stain (depending on severity)</i>	\$75 up to \$500
<i>Broken or missing round wood table</i>	\$400/per
<i>Broken or missing folding table</i>	\$100/per
<i>Broken, missing, or damaged Lounge chair</i>	\$200 up to \$500 per
<i>Broken, missing, or damaged end table</i>	\$300/per
<i>Damage to ping-pong table or net</i>	\$50 up to \$500
<i>Damage to billiard table</i>	\$200 up to \$1,000
<i>Kitchen not adequately cleaned</i>	\$100
<i>Broken or missing TV/audio equipment</i>	\$50 up to \$1,500
<i>Evidence of damage due to staples, nails, glue, etc</i>	\$100 minimum
<i>Evidence of glitter</i>	\$50 up to \$300
<i>Alcohol served without indicating on rental application</i>	\$250
<i>Security guard or police requested by Employee</i>	\$250
<i>HOA-approved day-of-early setup time</i>	\$50/hr
<i>HOA-approved Friday evening setup (for Sat reservation)</i>	\$75

Please note that this list is not all-encompassing – we cannot predict all damage that may occur. Any damage done or additional concern that arises and is not specifically listed on this Schedule of Fees will be assessed at the discretion of the General Manager or the Board of Directors.

In signing this page, I acknowledge and represent that I have read the foregoing Agreement and Schedule of Fees, understand and sign it voluntarily; no oral representations, statements or inducements, apart from the foregoing written Agreement, have been made; I am at least eighteen (18) years old and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

Print Name

Sign Name

Date