

PRIVATE USAGE OF THE CLUBHOUSE

RENTAL CONTRACT

Revised December 2004

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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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 \$250 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, extra cleaning is not required, and the rental has ended on time. 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 \$50.00 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

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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 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.
- 8.6 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

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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.
 - 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.

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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	\$250.00	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 \$20.00 ea. add. hour			
Proof of Homeowner's Insurance				
Refund of Deposit (if any)				

Rental Deposit 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.

Item

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
Late Security (if security needs to extend its hours due to a rental ending later than schedule)	\$30 per hour late
Lounge and Game Room furniture not returned to correct positions	\$50
Fold out tables and chairs not returned to correct location	\$50
Floors poorly mopped	\$100
Floors poorly or not vacuumed	\$100
Trash not taken out	\$100
Rental space generally left unclean	\$200
Minor spill on billiard table/ air hockey	\$100
Major spill on billiard table	\$500
Stain on carpet	\$40 - \$375
Missing chairs	\$50.00
Counter and table tops not wiped Clean	\$50
Staples, tacks, or nails used	\$200