

Lakeside Clubhouse Application and Usage Agreement

This Agreement is dated on ___/___/20___, between the **Lakeside Community Owners' Association** and the **Licensee (Homeowner)** named in Section for the use of "Club Lakeside".

Homeowner Information:

First Name: _____ Last Name: _____

Address: _____ Email: _____

Daytime Phone Number: _____ Evening Phone number: _____

**The Lakeside Clubhouse may be used for up to Eight (8) hours maximum.
THIS INCLUDES TIME TO SET UP AND CLEAN UP.**

Date Requested: _____ Hours of Use: _____ to _____ Number of guests/attendees/staff: _____

Please indicate what you are requesting to rent: (*Can only be rented during pool season – Memorial Day – Labor Day)

Clubhouse only = \$300.00 *Clubhouse and Pool= \$360.00 *Pool Only = \$60.00
Maximum room capacity- 123 *Pool events have a limit of 30 guests *30 guest limit

BBQ = \$25.00 each (2 available) Circle the number of BBQ's you are requesting: 1 2

To hold your reservation date, you will be required to submit 50% of the rental amount within ten (10) days of your request or your date will NOT be secured (i.e.: If you are renting the *Clubhouse only* then you will be required to submit \$300.00). Your cleaning and damage deposit of \$500.00 must be a personal check (*the deposit will be refunded within ten (10) business days after final inspection with the association representative and if the Clubhouse has no damage or incidents*). Full payment must be received ten (10) days prior to the event. A cancellation fee of 50% of your rental shall apply if canceled less than 72 hours prior to the event (i.e.: If you are renting the *Clubhouse only* a cancellation fee of \$150.00 would apply).

ALL PAYMENTS MUST BE IN THE FORM OF A CHECK.

Please make all checks payable to: LAKESIDE COMMUNITY OWNERS' ASSOCIATION

The minimum amount of Liability Insurance for personal use is \$300,000.00.

When renting the Clubhouse, you must provide a copy of your insurance showing you have this coverage.

If you are having any independent contractors (i.e. caterers, bartenders, etc.), please provide the names of the independent contractors. Each contract must also provide a certificate of liability insurance naming Lakeside Community Owners' Association as the additionally insured with a Minimum Liability Insurance of \$1,000,000.00.

Payments are sent to: First Service Residential

**Attn: Kyle Bacchi
3035 Maritime Drive
Elk Grove, CA 95758**

By signing below, you agree to all the terms and conditions outlined in this Contract and Rental Agreement Form:

Homeowner(s) Signature: _____ **Date:** _____

For Office Use Only

Date Clubhouse requested: _____ Payment Due: _____ Full Payment Due: _____

Down payment received: _____ Check #: _____ Amount: _____

Full payment received: _____ Check #: _____ Amount: _____

Deposit Received: _____ Check #: _____ Amount Returned: _____ Date Returned: _____

LAKESIDE COMMUNITY CLUBHOUSE RENTAL AGREEMENT

The Homeowner must initial next to all the following items:

_____ I understand that I must be in attendance for the duration of the event and make all the necessary arrangements. I understand that I am responsible for the conduct of any/all of my guests and or independent contractors hired for services.

_____ I understand that I must provide a copy of my homeowner's insurance declaration page showing I have a **minimum of \$300,000.00 in General Liability Insurance** to use the facility. Policy must indicate that it is the current year's policy.

_____ I understand that any **independent contractor** (*caterer, bartender, etc.*) must produce a certificate of Liability Insurance naming Lakeside Community Owners' Association as additionally insured for **\$1,000,000.00**.

_____ I understand that I must leave the facility and all equipment in the same manner in which it was received, as indicated on the signed Inspection form. **This includes no pins, staples, or any other objects that may pierce the walls.** If I have any questions on the condition of the facility, I will contact an Association Representative at 916-691-1226 during business hours or Legion Security Patrol the day/night of the event (916) 550-2746.

_____ I understand that the Association will make every effort to have the Clubhouse, pool area and pool clean. However, if renting the pool and pool area, I understand that unforeseen circumstances can arise and therefore the Association is not able to guarantee that the pool and surrounding area is clean on the day of the event. If the Homeowner would like to have the pool and surrounding area clean on the day of the event the Homeowner must make arrangements with management two (2) weeks prior to the event. The Homeowner shall be responsible for any reasonable costs that the Association incurs for the extra cleaning.

_____ I understand that I must remove all personal equipment immediately following the event unless otherwise approved by an association representative in writing or my Cleaning and Damage Deposit may be held and used for any reasonable costs.

_____ I understand that **personal checks, money orders, or cashier's checks** made payable to: **Lakeside Community Owners' Association** are the only acceptable means of payment for any rental fees. In order to hold a reservation I will be required to submit 100% of the rental amount within ten (10) business days of the request or the reservation will NOT be secured.

_____ I understand that **FULL** payment must be received ten (10) days prior to the event which includes my \$500.00 deposit. I understand that the Cleaning and Damage Deposit *must* be in the form of a *separate* check.

_____ I understand that there is a cancellation fee of 50% of the rental if canceled less than 72 hours prior to the event.

_____ I understand that my reservation may be canceled if payment is not received in ten (10) business days prior to the event unless other arrangements have been approved between Licensee and Lakeside Community Owners' Association in writing.

_____ I understand that my deposit of \$500.00 will be returned within ten (10) business days after final inspection and as long as there are no damages or incidents noted. That any additional fees for damages to the facility is due and payable to the Lakeside Community Owners' Association upon request and that I will have five (5) business days to dispute any damages or incidents. All disputes must be in writing.

_____ I understand that the Lakeside Community Owners' Association may keep all or a partial amount of my deposit if there are noise complaints reported to Legion Security, Elk Grove Police or First Service Residential.

_____ I understand that my deposit shall be held if there are any damages to the Clubhouse or surrounding area until management receives an estimate from the appropriate contractor for reasonable costs to repair.

I understand that any changes to this agreement must be in writing and agreed upon by the Homeowner and the Association Representative.

_____ I understand that any changes made to the scheduled starting and/or ending times of my event must be requested a minimum ten (10) days prior to my event and any submitted requests are not guaranteed.

_____ I understand that the Association will provide tables and chairs. There are approximately 60 chairs (24 oak chairs and 35 folding chairs), five (5) 3' round tables, and fifteen (15) 6' folding tables. *I understand that the chair and table count may vary.*

_____ I understand that the Clubhouse and surrounding area is closed at Midnight (12:00 AM), this includes the cleanup time. No event shall exceed this time unless approved by the Board of Directors in writing. If my event exceeds Midnight a minimum fee of \$25.00 per increments of fifteen minutes will be retained from the Cleaning and Damage Deposit.

_____ I understand that I must do an inspection prior to my event with Management the week of my event. Failure to sign off the event inspection checklist may result in additional charges or retainer of the Cleaning and Damage Deposit.

I understand that to serve alcohol in the facility, I am required to name Lakeside Community Owners' Association as the Additionally Insured for a Special Event Endorsement on my homeowner's insurance policy.

By signing this agreement, the undersigned acknowledges that the above **Lakeside Community Clubhouse Rental Agreement** has been read and understood.

Name of Homeowner Initialing: _____
(please print)

Address: _____

Signature: _____ Date: _____