

# Lakeside Community Owners' Association

## Facilities Rental Agreement

Return to : [Samantha.Augustadt@FSResidential.com](mailto:Samantha.Augustadt@FSResidential.com)



### Homeowner Information

FIRST NAME:	LAST NAME :
ADDRESS :	
PHONE NUMBER :	EMAIL ADDRESS :

### Event Information

DAY OF WEEK :	DATE :
START TIME :	END TIME :
EVENT NAME :	NUMBER OF GUESTS :
LAYOUT CHOSEN:	

### INDICATE BELOW THE FACILITIES YOU ARE REQUESTING TO RESERVE

\_\_\_\_\_ **CLUBHOUSE ONLY** **80 Maximum Guests**  
\_\_\_\_\_ 4 hour time frame between 9am – 2pm - **\$250.00**  
\_\_\_\_\_ 4 hour time frame between 4pm – 9pm - **\$250.00**

#### ***Clubhouse Inclusions***

*Rental of the Clubhouse includes the exclusive use of the clubhouse including kitchen facilities (sink, microwave, refrigerator), existing clubhouse furniture as well as access to a selection of folding tables and chairs. Homeowners are required to work with Management to create a layout that will best accommodate your event. The existing clubhouse furniture may not be removed from the Clubhouse. Additional hours may be added at \$100 per hour*

**\*\*HOLIDAY RENTAL COSTS: \$325 PER 4 HOUR BLOCK- ADDITIONAL HOURS MAY BE ADDED FOR \$150 AN HOUR: Holidays included: New Years Eve, New Years Day, Martin Luther King Day, Presidents' Day, St. Patrick's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day.**

\_\_\_\_\_ **UPPER PATIO** **30 Maximum Guests**  
\_\_\_\_\_ 4 hour time frame between 9am – 2pm - **\$100.00**  
\_\_\_\_\_ 4 hour time frame between 4pm – 9pm - **\$100.00**

#### ***Upper Patio Inclusions***

*Rental of the upper patio includes the exclusive use of the upper pool patio space as well as access to a selection of folding tables and chairs. Homeowners are required to work with Management to create a layout that will best accommodate your event. All pool events have a limit of 30 guests. Additional hours may be added at \$25 per hour*

**\*\*HOLIDAY RENTAL COSTS: \$125 PER 4 HOUR BLOCK- ADDITIONAL HOURS MAY BE ADDED FOR \$75 AN HOUR**



\_\_\_\_\_ **POOLSIDE TABLE & GUEST PASS** **8 guests per table / up to 15 maximum guests**  
\_\_\_\_\_ 4 hour time frame between 9am – 2pm - **\$50.00**  
\_\_\_\_\_ 4 hour time frame between 4pm – 9pm - **\$50.00**

***Poolside Tables & Guests Pass Limitations***

*No more than 3 of the 7 existing patio tables may be reserved on any given day to allow for other Homeowners to utilize. Reservation of a patio table will include pool access for up to 15 guests. Each table can only accommodate 8 guests.*

**Terms and Conditions**

Homeowner listed on page 1 of this agreement must review and initial next to **all** of the following items.

**HOMEOWNER RESPONSIBILITY**

\_\_\_\_\_ Homeowner must be present for the entire duration of the event and make all of the necessary arrangements. Homeowner is responsible for the conduct of any / all of my guests and/or independent contractors hired for services. Homeowner agrees to ensure that Homeowner and Homeowner's guests comply the Association's governing documents, as well as with all laws, ordinances, rules, and regulations that affect the use of the Lakeside Community facilities, including but not limited to those relating to safety.

\_\_\_\_\_ Homeowner or guests must not profit from the rental of the event space. Rental of the facilities is for personal enjoyment only.

**RESERVATIONS**

\_\_\_\_\_ Reservation **start time and end time include set up and clean up time.** Staff is scheduled based on the start and end time, homeowner must be here at the start time, and party must be concluded and cleaned by the end time as listed above.

\_\_\_\_\_ Reservations for the clubhouse and upper patio may be made up to 6 months in advance. Reservations for the clubhouse will be accepted year round. Reservations for the pool side tables, are only available during Pool Season {Memorial Day weekend to Labor Day weekend}. Reservation of the Clubhouse, Upper Patio or Pool Side Tables does not include exclusive use of the pool space. Other members may use the poolside amenities during your event.

\_\_\_\_\_ Reservations may be made starting with a four (4) hour periods of time **including set up and clean up time.** If the event exceeds the allotted time, a fee of \$25.00 for the first 15 minutes, \$50 for the next 15 minutes, \$75 for the following 15 minutes and \$100 per every 15 minutes after.

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\_\_\_\_\_ Any changes to the scheduled starting and/or ending times of the event must be requested a minimum of ten (10) days prior to the event date. Requests are not guaranteed.

\_\_\_\_\_ Any changes to this agreement must be made in writing and agreed upon by the Homeowner and Management. Changes are considered requests and are not guaranteed.

### **EQUIPMENT & DECORATIONS**

\_\_\_\_\_ A limited selection of folding tables and chairs are included in the rental of the event space as indicated on page 1 of this agreement- Please provide management with your layout decision two weeks prior to your event. Homeowner is required to furnish any additional equipment that may be required for your event. All equipment and décor must be reviewed and approved by Management in advance to ensure compliance of the guidelines.

### **EQUIPMENT & DECORATIONS (CONTINUED)**

\_\_\_\_\_ Homeowner is responsible for setup / take down and complete removal, of all event related decoration. Homeowner must confirm with Management in advance of event, what decorations will be used.

\_\_\_\_\_ Homeowners are not permitted to pin, staple, or pierce anything into the walls of the clubhouse this includes the use of tape of any sort or command products.

\_\_\_\_\_ **Confetti (including balloons containing confetti), glitter, artificial flower petals, and birdseed are strictly prohibited in all event spaces.**

### **PAYMENT**

\_\_\_\_\_ All events require a 50% deposit of the estimated total at the time of booking. Remaining balance is due ten (10) days in advance of the event date. If full payment (including additional security deposit) is not received within ten (10) days of the event, the event may be cancelled without refund of any previously received payments.

### **CANCELLATION**

\_\_\_\_\_ A cancellation fee of 50% of the rental fee is applicable for any events cancelling within ten (10) days of the scheduled event.

### **DEPOSITS**

\_\_\_\_\_ A separate deposit will be required in the amount of \$500.00. This payment shall be made by form of a **separate** check from the rental fee check. The deposit will be returned within ten (10) business days after the **final** inspection as long as there is no damage or incidents noted. Should any cleaning or other damages be in excess of the received deposit, the Homeowner is responsible. If payment is not received within fifteen (15) days of request, Management may assess the amount to the Homeowner's account as a Remedial Assessment, subject to the requirements for notice and a hearing before the Board before the charge is imposed.

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Homeowner will have five (5) days to dispute any damage or incidents from the date they are informed by Management before their deposit is affected or they are called to a hearing. All disputes must be made in writing.

### **CLEANING**

\_\_\_\_\_ Homeowner is required to leave the facility and all equipment in the same manner in which it was received. All personal items must be removed from the dedicated event space immediately, unless otherwise approved by Management in writing. The deposit may be held and used for any reasonable costs.

\_\_\_\_\_ The Homeowner is required to do basic housekeeping in order to leave the space how they found it-sweeping/swiffering and wiping down tables/chairs- supplies to do so provided by management

\_\_\_\_\_ **The Homeowner is required to properly bag and dispose of any trash from their event. Staff will assist homeowner with taking garbage to the dumpster/unlocking dumpster area, but will not bag or throw trash out.**

\_\_\_\_\_ The Association will make every effort to have the facilities clean.

However, Homeowner understands that unforeseen circumstances can arise and therefore the Association is not able to guarantee the facilities will be clean on the day of the event. The Homeowner may make arrangements fourteen (14) days in advance to ensure area is clean in advance of the scheduled event. **Homeowner would be responsible for the costs the Association incurs for the additional cleaning (estimated \$150 – 300 per instance).**

### **DAMAGES**

\_\_\_\_\_ Homeowner is responsible for any damages to the facilities during the period of rental.

\_\_\_\_\_ Event staff does a walk through to ensure cleanliness prior to homeowner and guests arriving and after the event has concluded to ensure there is no mess left behind, extra cleanup, or damages to the clubhouse and/or furnishings

### **NOISE COMPLAINTS**

\_\_\_\_\_ Homeowner is responsible for the conduct of all invited guests. Should any noise complaints be reported to Security, Elk Grove Police Department or FirstService Residential, the Lakeside Community Owners' Association may keep all or a portion of the received deposit in order to satisfy any fines, subject to the requirements for notice and a hearing before fines are imposed. In the event of such complaints, Homeowner's deposit will be held until the notice and hearing process can be completed so that the Board has time to determine if fines should be imposed and deducted from the deposit.

### **SMOKING**

\_\_\_\_\_ Smoking / Vaping is not permitted on the premises. In the event that there is a violation of the non-smoking / vaping policy, a portion of the deposit may be deducted.



### **INDEMNIFICATION AND RESPONSIBILITY FOR LOSSES**

\_\_\_\_\_ Homeowner shall indemnify, defend, and hold the Association, its officers, directors, employees, and agents (“Released Parties”) harmless from any and all claims, suits, demands, or causes of actions, including attorney’s fees and costs relating without limitation to claims or damages relating to personal injury, wrongful death, or property damage, or arising out of or relating to the use and enjoyment of the Lakeside Community facilities during or related to the event by the Homeowner and their guests or invitees. This indemnification shall extend to, and include, any and all costs, attorneys' fees, expenses, and liabilities incurred by any of the Released Parties in defense of any such claims, suits, demands, or causes of action. Additionally, it is understood and agreed that the Released Parties are not responsible for any loss, claim, or damage incurred with respect to any lost, stolen, or damaged automobile, personal property, money, or other valuables brought to the Lakeside Community facilities or left on the premises and each user of the Lakeside Community facilities pursuant to the Agreement hereby expressly assumes all risks and full financial responsibility for any such loss or damage, however caused. .

### **INSURANCE**

\_\_\_\_\_ Homeowner must furnish evidence of General Liability Insurance, with a minimum of \$300,000.00 in coverage in order to rent the Clubhouse Facilities. A copy of the policy may be requested to keep on file. Such insurance policy may be in the form of a rider on the Homeowners existing homeowner insurance policy.

\_\_\_\_\_ In the event that alcoholic beverages will be served at your event, Homeowner must name **Lakeside Community Owners' Association** as additional insured on a **Special Event Endorsement** on the Homeowner’s Insurance Policy that provides coverage related to having alcohol at the event. A copy of the policy may be requested to keep on file.

### **OUTSIDE VENDORS / CONTRACTORS**

\_\_\_\_\_ Any contractor including but not limited to catering, bartender, rentals, must produce a certificate of Liability Insurance with a minimum coverage of \$1,000,000.00 and must name **Lakeside Community Owners' Association** as additional insured.

### **ADDITIONAL RENTAL ITEMS:**

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**10x10 Pop Up Tents**

**4 available per event- \$50.00 each\_\_\_\_\_**

**SIGNED AGREEMENT**

By initialing the above terms and conditions, and by signing this agreement, the undersigned acknowledges that the above terms and conditions have been read, and understood.

<b>FULL NAME OF HOMEOWNER:</b>	
<b>ADDRESS :</b>	
<b>SIGNATURE :</b>	<b>DATE :</b>

**FOR OFFICE USE ONLY**

<b>TOTAL RENTAL AMOUNT \$</b>		
<b>First Payment Amount \$ _____</b>	<b>Check #: _____</b>	<b>Date Received _____</b>
<b>Second Payment Amount \$ _____</b>	<b>Check #: _____</b>	<b>Date Received _____</b>
<b>DEPOSIT RECEIVED \$ _____</b>	<b>Check #: _____</b>	<b>Date Received _____</b>
<b>Amount Returned \$ _____</b>	<b>Date Returned _____</b>	
<b>Date Reservation Accepted By Management :</b>	<b>Signed :</b>	