

Green Valley Homeowners' Recreation Association

Facility Use Application and Agreement

Office: 10739 Los Jardines West, Fountain Valley, CA 92708 • Mailing: P.O. Box 8323, Fountain Valley, CA 92728

Office: 714-962-8205 • Email: gvhra@aol.com • Fax: 714-962-4309

This Agreement is made between [redacted] (hereinafter known as Licensee) and GREEN VALLEY HOMEOWNERS' RECREATION ASSOCIATION, a non-profit California mutual benefit corporation (hereinafter known as Licensor). This Agreement is in no way intended to guarantee use of the facilities to Licensee and Licensor retains the power to cancel this Agreement without notice.

Name (Licensee): _____

[] Homeowner or [] Renter [] Renter's Authorization Form on file

Address: _____

Email: _____ Phone Number: _____

In signing this application, Licensee agrees to all terms and conditions set forth by this contract:

Signature: _____ Date: _____

Licensee requests use of consists of the following facility: [] Adult Clubhouse [] Family Clubhouse

Event Date: Use of the licensed space shall begin and shall end on the following dates and at the following times:

Day & Date: _____ Rental Time: _____ a.m./p.m. to _____ a.m./p.m.

All parties must conclude by 11:00 p.m., at which time all guests must vacate the premises. Clean-up must be accomplished by 12:00 a.m. The rental time must include your set-up and clean-up hours. Rental hours must be consecutive. The use of the pool is strictly prohibited during rentals.

Purpose of Rental Space: _____

Licensor grants to Licensee the use of that portion of the common facilities set forth herein, subject to the terms and conditions of the Agreement, for the purpose of activities in conjunction with a private event described as follows (include outside entertainment and/or activities, i.e. face painters, magicians).

PLEASE NOTE – GV DOES NOT PERMIT ANY LIVE ANIMALS/PONY RIDES, INFLATABLES OR BOUNCE HOUSES:

Fee Terms: Licensor acknowledges that additional fees may apply and hereby agrees to pay any additional fees listed at the end of this Agreement. All fees must be paid at time of agreement and at least ten working days prior to event. Additional hours can be added up to five working days prior to event. If fees are not paid, the reservation is subject to cancellation.

Insurance: A certificate of liability insurance (via a homeowner's insurance policy or a special event policy), with a minimum \$500,000 coverage per occurrence, is required. Licensee must provide an additional insured endorsement, which names the Green Valley Homeowners' Recreation Association as additional insured for the date(s) of the rental no later than ten (10) working days before the event date.

Insurance Due Date: _____ Initial: _____

Occupancy Capacity: Licensee shall not admit to said premises a larger number of persons than the premises occupancy limit. Parties must be limited to a maximum number of guests listed below.

Number of Guests: _____ **Initial:** _____

Facility	Maximum Capacity
Adult Clubhouse, 17250 Los Jardines West	63
Family Clubhouse, 10739 Los Jardines West	58

Special Conditions: In signing this Agreement, Licensee warrants that no portion of the activities taking place will be sold, advertised, or reported as being a fund-raising or benefit activity, unless previously disclosed above, and, in no circumstances, shall a commercial fund-raising or benefit activity take place on a weekend. Intent to circumvent this provision shall be grounds for the cancellation of this Agreement.

Initial: _____

Signs, Displays and Decorations: Licensee agrees no signs, messages, or other materials will be posted, displayed, distributed, or announced in, or adjacent to the facilities without written prior approval of Licensor. Licensee requests permission to post the following signs or decorations (detail location):

Food and Alcoholic Beverages: Licensee shall not sell or allow beer, wine, or any liquors of alcoholic content to be sold upon said premises. Alcohol may be consumed within the clubhouse area, but not by minors or intoxicated persons.

Will alcoholic beverages be served? Yes No
If yes, will a hired bartender be used? Yes No Name: _____

Will food be served? Yes No
Will a caterer be used? Yes No Name: _____

Music: Amplified music may only be played in the clubhouse while all doors are closed. All music shall cease prior to 10 p.m. Licensee request permission to play:

amplified music non-amplified music no music

Public Safety: Licensee agrees that at all times it will conduct its activities with regard for public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies. If Licensor determines that a proposed event poses a potential hazard to public safety, the event may be cancelled or denied.

All portions of sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress to or egress from the premises by the Licensee.

Licensee agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Licensor. Licensor shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

Licensee may not install or operate any equipment, fixture, or device nor operate or permit to be operated any engine, motor, or other machinery or use gas, electricity, or flammable substances in the licensed space except with prior written approval of Licensor. No equipment, device, or fixture may be used which in the opinion of the Licensor endangers the structural integrity of the facility.

Licensor reserves the right to require the hiring of security guards at Licensee's expense if Licensor feels that security guards are necessary.

Smoking: Smoking is prohibited inside the building.

Damages: Licensee agrees to pay whatever expenses are required to restore the facilities to the same condition as when Licensee entered the facilities, included but not limited to any needed surface cleaning, ordinary wear and tear excepted.

Removal of Property: Licensee agrees that all materials pertinent to the event, which are not the possession of Licensor, will be removed from the premises after any given event. Licensor shall be authorized to remove at the expense of Licensee all materials remaining. Licensee shall be responsible for payment of storage costs of such material, and Licensee agrees Licensor shall in no way be responsible for loss, damage, or claims against material removed or stored under this provision. Licensee agrees that Licensor will have a first lien on such material for payment of costs accrued for removal and storage. Additionally, Licensor shall be responsible for restoring the premises to its original condition, as depicted on the interior lay-out document.

Liability: Licensee agrees to protect, indemnify, save, and hold harmless Licensor from any and all claims, demands, and causes of action on account of any loss, damage, or injury (including death) to persons or property arising directly or indirectly from, or in connection with, the use of the licensed premises herein provided, and caused by the intentional act or acts or the negligent acts or omissions of Licensee or its agents, servants, employees, or invitees, ordinary wear and tear to the leased premises excepted.

Control of Facility and Right to Enter: In permitting the use of the premises and facilities described, Licensor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, and regulations applicable to said premises, and representatives of Licensor may enter any of the premises and facilities described herein at any time and on any occasion without any restrictions whatsoever. All Facilities, including the area that is the subject of this Agreement, shall at all times be under the charge and control of Licensor or its agents.

Clubhouse Equipment:

6 – 60" round tables / 6 – 6' rectangular tables / 60 stacking chairs
Full Kitchen: Refrigerator, Oven, Stove, Microwave, Sink, Garbage Disposal

Cancellations: For a full refund, cancellations must be made at least three (3) working days prior to rental.

Fee Schedule for Rental Violations:

\$500 – Misrepresentation of Rental	\$100 – For Each Carpet Square Replaced
\$500 – Tobacco Use Inside Building	\$50 – Police Called
\$250 – Exceed Room Capacity	\$50-\$500 – Additional Cleaning Required
\$250 – Lost Keys	\$5 – Per Minute, if not out by end of rental
\$ - Actual Cost to Replace/Repair Damages	

Initial: _____

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Security Deposit: Amount: \$500 Date Paid: _____ Receipt Number: _____ Received By: _____	Rental Fee: Standard 4 Hour Minimum \$120.00 _____ Add'l Hours x \$30.00 \$ _____ Total Rental Fee \$ _____ Date Paid: _____ Receipt Number: _____ Received By: _____
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[] INSURANCE POLICY – Certificate of Insurance / Date Received: _____