

The Fairway Village

Community Association

THE FAIRWAY VILLAGE COMMUNITY ASSOCIATION CLUBHOUSE RESERVATION AGREEMENT

Name of Homeowner of Record: _____

Property Address: _____

Phone: () _____ Email: _____

Tenant Name: _____

Phone: () _____ Email: _____

Reservation Date: _____ Type of Function: _____

Start Time _____ a.m./p.m. End Time _____ a.m./p.m.
(include set-up time) (include clean-up time)

(Available Hours: Sunday - Saturday 8:00 a.m. to 11:00 p.m.)

Reservation Deposit: The reserved use of the Clubhouse is for personal, private or family social functions and not for other outside or commercial activities. **Within seven (7) days of making any verbal clubhouse reservation**, the Homeowner must submit to Management at the address below, the following:

1. Signed Clubhouse Regulations
2. Signed Reservation Agreement
3. A **personal check or money order for the security deposit in the appropriate amount set forth on the "Schedule of Clubhouse Reservation Fees" ("schedule") infra**, made payable to The Fairway Village Community Association. The security deposit will not be deposited by the Association unless the Association determines there is an additional charge or charges due pursuant to the schedule.
4. **Homeowners and vendors must show proof of insurance, with at least \$100,000.00 in general liability, covering the event naming the Association as an additional insured.**
5. If a food cart or other vendor cooking food onsite will be present, proof of insurance covering the event naming the Association as an additional insured. **Any such vendors must show proof of insurance, with at least \$100,000.00 in general liability, covering the event naming the Association as an additional insured**

The security deposit will only be returned upon receipt of the Clubhouse Inspection form signed by a Clubhouse Committee Member. Refunds of the security deposit may take up to three (3) weeks to process after the signed form is received by Management. The Clubhouse will be inspected for cleanliness, damage and compliance with all The Fairway Village Community Association rules. Any cost to repair damages, etc. will be deducted from the security deposit and additional amounts may be assessed. The undersigned Homeowner of record understands and agrees to the following:

(continued)

THE FAIRWAY VILLAGE COMMUNITY ASSOCIATION
Professionally Managed By Action Property Management, Inc.
2603 Main Street, Suite 500, Irvine, CA 92614
Ph. (800) 400-2284 F. (949) 450-4317
www.thefairwayvillage.com

**THE FAIRWAY VILLAGE COMMUNITY ASSOCIATION
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(Initials)

- _____ 1. I agree and understand that I will be solely responsible for any damage caused by me or my guests, tenants, family members and/or invitees. I understand I will be required to pay for any damage in excess of the security deposit.
- _____ 2. **INDEMNIFICATION**: I agree and understand that, to the fullest extent permitted by law, I shall INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS the Association, and all officers, directors, agents, employees and members (collectively "Indemnified Parties"), from and against any and all claims, (including, without limitation and not limited to, claims for bodily injury, death or damage to property) demands, obligations, actions, causes of action, damages, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation and not limited to, attorney's fees, disbursements, court costs and all other professional, expert or consultants' fees, costs and expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively "Claims"), which may arise from or in any manner relate (directly or indirectly) to the use of the Clubhouse by myself, my family, guests and invitees regardless of any active or passive negligence or strict liability of any Indemnified Party.
- _____ **ASSUMPTION OF THE RISK**: I agree and understand that I freely ASSUME ANY AND ALL RISKS in any way associated with me or my families, guests and invitees use of the Clubhouse, and any harm, injury or loss that may occur to me or my property as a result of me or my families, guests and invitees use of the Clubhouse including any injury or loss caused by the negligence of the Association, and all officers, directors, agents, employees and members
- _____ **RELEASE OF LIABILITY**: I hereby RELEASE the Association, and all officers, directors, agents, employees and members (collectively "the Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occurs to me or to any other person or to any property during or as the result of me or my families, guests and invitees use of the Clubhouse. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur as a result of me or my families, guests and invitees use of the Clubhouse or are related in any way to me or my families, guests and invitees use of the Clubhouse the Activity.
- _____ 3. **I agree and understand that permission to reserve the Clubhouse does not include reserving the Brookline Pool. This area will remain available for all residents.**
- _____ 4. I agree and understand that guests will be limited to a maximum of sixty (60) persons.
- _____ 5. I agree and understand that the Clubhouse must be cleared immediately following the event and all personal items, decorations and trash are to be removed.
- _____ 6. I agree and understand that the Resident is to be present throughout the entire function with a copy of this Agreement and must comply with any request to control noises or any disturbance.
- _____ 7. I agree and understand that the **security deposit will not be returned without the Clubhouse Inspection form and Furniture Inventory List completed and signed by me and the Clubhouse Committee member.**
- _____ 8. I agree and understand that I must be in good standing within the community, including, but not limited to, current in paying dues, have no open violations or have a balance due for any other Association matter.
- _____ 9. **I agree and understand that alcohol may NOT be served and/or consumed at the event.**

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I acknowledge that I have received a copy of this agreement and a copy of the Clubhouse Rules and Regulations. I have read all the above and agree to abide by this agreement, the CC&Rs and Rules for the Clubhouse.

Print Name (Homeowner of Record)

Date

Signature (Homeowner of Record)

Address

IF CLUBHOUSE IS BEING RESERVED FOR USE BY A NON-OWNER RESIDENT/TENANT:

Print Name (Resident/Tenant)

Date

Signature (Resident/Tenant)

Address

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**THE FAIRWAY VILLAGE COMMUNITY ASSOCIATION
SCHEDULE OF CLUBHOUSE RESERVATION FEES**

- Reservation for use by Homeowner Resident – \$250.00 refundable deposit.
- Reservation for use by Tenant Resident \$500.00 refundable deposit.

The security deposit will be returned within twenty-one (21) days after the premises have been vacated provided that an inspection of the facility reveals no damage or additional cleaning is necessary.

It is important that the Clubhouse be returned in the same clean condition that it was in when you were given access to it. Monetary deductions from your deposit to cover repair, replacement or clean up, will be made should the situation occur.

- Decorations not taken down and removed \$50.00
- Trash not taken out or left in trashcans at the clubhouse \$100.00
- Any food left in the refrigerator \$50.00
- Countertops/stove/sink/fridge/oven/microwave left in dirty condition \$50.00
- Clubhouse not left in same clean condition as when you arrived \$100.00
- Thermostats not turned to OFF position \$50.00
- Lights not turned off \$50.00
- Restrooms not cleaned and left with trash from your guests \$50.00
- Carpet squares stained or damaged during use or cleaning requiring replacement (each square) Cost of Repair
- Leather furniture damaged requiring repair Cost of Repair

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**THE FAIRWAY VILLAGE COMMUNITY ASSOCIATION
CLUBHOUSE RULES & REGULATIONS**

1. The Clubhouse is available for private functions by advance reservation, not more than (12) months in advance of event, or less than fourteen (14) days in advance of the event, for **Homeowners and Residents of The Fairway Village Community Association** and their guests. Availability is on a "First Come-First Served Basis".
2. Availability dates for the Clubhouse will be at the discretion of the Board of Directors. The Board may adopt a policy to limit availability during holidays. Hours of Availability: Sunday through Saturday 8:00 A.M. - 11:00 P.M.
3. Use of all community amenities is automatically transferred to the tenant/lessee. Therefore, non-resident owners will not be able to reserve the clubhouse during the period they do not occupy the home.
4. Functions involving solicitation, drugs and alcohol resale, and other functions not deemed to be appropriate in a residential planned development, as well as subleasing, are strictly prohibited.
5. Pets (other than service animals), bicycles, skateboards, roller-skates, rollerblades/glides or any device deemed a nuisance or offensive by the Board of Directors or their designee are prohibited.
6. The **only** area that can be reserved for a private function is the Clubhouse.
7. The Clubhouse may NOT be used for commercial activities or financial gain.
8. Service and/or consumption of alcohol is prohibited. Food carts or catered food may be cooked out on the concrete pad outside of the restroom area.
9. A maximum of sixty (60) individuals will be allowed at private functions.
10. Within seven (7) business days of any verbal reservation, the Clubhouse Regulations and the Reservation Agreement must be received by Management, accompanied by a personal **check or money order for the security deposit in the appropriate amount set forth on the "Schedule of Clubhouse Reservation Fees" ("schedule") infra, made payable to The Fairway Village Community Association. The security deposit will not be deposited by the Association unless the Association determines there is an additional charge or charges due pursuant to the schedule.** The Schedule of Fees is subject to change from time to time.
11. Any charges for additional cleaning or damages will be deducted from the security deposit and any damages in excess of the deposit amount will be billed to the homeowner.
12. Decorations must not discolor or damage walls and furnishings. Only masking tape, which does not damage any walls and/or furnishings, will be permitted to fasten decorations.
13. No signs, banners, decorations, etc. may be placed anywhere outside the clubhouse or on any common area. This includes, but is not limited to, street signs, fences, planters, etc.
14. Any spill/stain on furniture or carpet must be cleaned immediately. Stains noted at inspection will result in an automatic cleaning fee being deducted from the security deposit in the amount of \$25.00. Any additional amount needed for extra cleaning, repair or replacement will be deducted or assessed to the owner.
15. If a Homeowner or guest, invitee, family member or tenant of Homeowner in any way causes a disturbance to other residents, or allows misuse of the building facilities, the Homeowner may be fined and denied use of the Clubhouse in the future in accordance with the Association's enforcement policy.
16. Clubhouse rules will be strictly enforced. Violation of any of the Rules may result in forfeit of the deposit at the discretion of the Board of Directors and/or additional disciplinary action, including fines.

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17. Absentee Homeowners may reserve the Clubhouse for their tenants. The Homeowner will be liable for damages caused by their tenant and/or tenant's guests, family members or invitees, and the cost to repair any damage will be deducted from the security deposit. Any balance remaining will be billed to the Homeowner.
18. Association meetings have preference over Homeowner reservations.
19. **Smoking and/or vaping is NOT permitted inside the Clubhouse, restroom facilities, and/or pool areas.**
20. The following items must be completed in a satisfactory manner prior to the security deposit being returned.
 - **Thoroughly clean and return the tables and chairs to the exact place they were originally stored.**
 - **Do not leave any food in the refrigerator or ice in the freezer.**
 - **Clean the stove/oven/microwave of any spills. DO NOT use abrasive cleaners.**
 - **Remove all decorations and tape.**
 - **Clean sinks and counter, using cleaner/Windex as needed.**
 - **Damp mop the tile floor in front of the sink after vacuuming.**
 - **Vacuum the carpet.**
 - **Use window cleaner for smudges on windows, doors, microwave, stovetop and refrigerator.**
 - **Take all trash to your residence. DO NOT leave any trash at the clubhouse.**
 - **Check the restrooms and clean the sinks/mirrors if needed. Pick up debris and take trash home.**
 - **Turn the two (2) heating/air conditioning thermostats to the OFF position.**
 - **Turn off all interior lights.**
 - **Securely lock and bolt all doors, including the restrooms.**
 - **The Clubhouse key MUST be put into the lockbox located to the left of the front entrance door to the Clubhouse at the end of use.**
21. The Association's patrol service has the power to terminate any event which it deems is causing an undue burden or disturbance to other homeowners in the community.
22. Do not prop open the bathroom doors.
23. Due to limited parking spaces at the Clubhouse area, all vehicles must be parked in accordance with the rules and regulations of the Association.
24. Should any homeowner wish to reserve the Clubhouse more than five (5) times in any calendar year, prior Board approval is required.
25. The use of "jump houses," mobile fun zones, traveling party entertainment or other similar entertainment or recreational devices is prohibited on Association Common Areas. Food caterers are allowed, **subject to homeowner and all vendors obtaining insurance, with at least \$100,000.00 in general liability, covering the event which names the Association as an additional insured. Proof of insurance must be provided to Management at least seven (7) days' prior to the event.**
26. Please be sensitive to the neighboring homeowners and keep the noise to a minimum. **No amplified sound is permitted.**
27. Cleaning supplies are not provided, and the cleaning supply list provided on the "Clubhouse Use Checklist" must be supplied by the Resident User.
28. The Resident User will meet a representative of The Fairway Village Community Association at the clubhouse to perform an inspection and agree on conditions of the clubhouse before use.
29. Discrepancies at the clubhouse, for which the Resident User feels he/she may be charged, should be discussed with

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the Fairway Village Community Association representative prior to use. Said discrepancies will be noted on the "Clubhouse Use Checklist."

30. It is important that the clubhouse be returned in the same condition that it was in when the Resident User was given access. Monetary deductions, listed in the "Clubhouse Use Checklist" may be deducted from the deposit to cover repair, replacement or clean up, should the situation occur.

The above items must be completed before you leave the Clubhouse and refund is processed. I understand and agree that I am responsible for the condition of the Clubhouse.

Print Name (Homeowner of Record)

Date

Signature (Homeowner of Record)

Address

IF CLUBHOUSE IS BEING RESERVED FOR USE BY A NON-OWNER RESIDENT/TENANT:

Print Name (Resident/Tenant)

Date

Signature (Resident/Tenant)

Address

Adopted by the Board of Directors -

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Please use the table below to guarantee your Pre-Inspection and Post-Inspection are accurate:

<u>Description</u>	<u>Pre-Inspection</u>	<u>Post-Inspection</u>
Decorations Removed	Y/N	Y/N
Carpet Condition – Spots? Seams? <i>(Please look carefully so there are no misunderstandings)</i>	Y/N	Y/N
Clubhouse Vacuumed?	Y/N	Y/N
Sink, Countertop, Stove/Oven, Microwave Clean?	Y/N	Y/N
Refrigerator Clean?	Y/N	Y/N
Restrooms Clean and free of trash?	Y/N	Y/N
Clubhouse free of trash?	Y/N	Y/N
Furniture – All accounted for and in good condition	Y/N	Y/N
Lights and thermostats turned off	Y/N	Y/N

*****PLEASE NOTE GENERAL CONDITION OF EACH ELEMENT IN NOTES SECTION*****

NOTES:

I understand that if anything is broken or missing or if there are cleanliness issues that are not as satisfactory as before our use, my check will be cashed and I will be charged to repair, replace or clean up the facility. The amounts charged are outlined in the Clubhouse Use Agreement. Deductions will be used to pay the expenses of returning the Clubhouse to its prior condition before my use. Additional fees will be charged if the deposit is not adequate to repair the damage.

Resident User Signature

Inspector Signature

CLUBHOUSE INVENTORY

Appliances

Stove/Oven	1
Refrigerator	1
Microwave Oven	1
Vacuum	1

Furniture

Leather Sofa	1
Leather Loveseat	1
Leather Chairs	1
6 Ft Tables	8
Card Tables	4
Floor Lamp	1
Folding Chairs	57