

Sea Ridge Condominium Association

24641 Evening Star
Dana Point, CA 92629

Single Event License Agreement

Date of Function:		Est. Number of guests:		Today's date:	
Hours of Function: Incl. Set/Clean up		Nature/type of function:		Location of function:	

Alcohol: YES NO Initials: x _____

Name of Licensee (Owner): _____

Address of Licensee: _____

E-mail address: _____

Phone Number: _____

License Fees: License fee non-refundable, if cancelled within 7 days of event.

CLUBHOUSE S-T 9am to 10pm F-S 9am - 11pm Maximum Occupancy 75 Persons	<i>Refundable Deposit \$400</i> <i>Rental Fee \$200</i> NO POOL ACCESS
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PLEASE MAKE TWO SEPARATE CHECKS FOR DEPOSIT AND LICENSE FEE. BOTH CHECKS WILL BE CASHED. PLEASE MAKE CHECKS PAYABLE TO SEA RIDGE CONDOMONIUM ASSOCIATION.

The Club Operator hereby grants the above named Licensee the right to use the clubhouse which are set forth above on the day(s), at the time(s), and for the function set forth above, upon all of the following terms and conditions, and upon the terms and conditions set forth on the following pages of this License Agreement.

1. **PRIVATE, NON COMMERCIAL USE:** The use of The Club facilities is for private, non-commercial, lawful uses only by members/residents in good standing. Clubhouse events are private functions and shall not be promoted on social media. The Licensee shall conduct the function in an orderly manner in full compliance with all applicable laws and regulations.
2. **CLUB RULES AND REGULATIONS:** The use of The Club facilities is subject to The Club Rules and Regulations in effect at the time of the function. The Club Rules and Regulations are incorporated herein by reference as if set forth in their entirety.
3. **LICENSE FEE NON REFUNDABLE:** The license fee is non-refundable if the function is cancelled by the Licensee less than 7 days prior to the date of the function or if the License is terminated by The Club for breach of this License Agreement or The Club Rules and Regulations.
4. **REFUND OF DEPOSIT:** The Deposit shall be refunded only if: (a) there is no damage to The Club Facilities; and (b) there is no breach of this License Agreement or of The Club Rules and Regulations. The Licensee's liability for damage to The Club Facilities shall not be limited to the amount of the Deposit.
5. **PRIVATE USE INSURANCE REQUIREMENTS:** All Members/Residents utilizing The Club facilities for private functions are required to provide proof of Personal Liability Insurance coverage of \$300,000 and a minimum Fire Legal Liability Insurance of \$50,000. Sea Ridge Condominium Association needs to be named as an additional insured.
6. **ALCOHOLIC BEVERAGES:** Members may only bring alcohol to the Club when they have a reservation for a private function, and are required to provide The Club with a certificate of insurance showing one million dollars (\$1,000,000) in liability insurance coverage and naming the Sea Ridge Condominium Association as an additional insured. In no instance shall alcohol be permitted in the Pool Area. Any person under the age of 21, who shall have in his possession or control alcoholic beverages on The Club facilities, shall be ejected from The Club.
7. **PARKING:** The Licensee and all persons attending the Licensee's function shall comply with all parking area rules of The Club, shall park only in designated areas, and shall observe all signs.
8. **CLUB MEETING ROOM:** Maximum occupancy for the Club Meeting Room is 75 Persons. The Club Meeting Room license includes the patio areas. It does not include the pool. Guests must leave The Club grounds at the scheduled conclusion of the event.
9. **POOL, PATIO:** Use of The Club facilities is limited to those areas specifically licensed. The Pool, spa and enclosed pool area may NOT be licensed for EXCLUSIVE private functions.
10. **DECORATIONS AND SPECIAL EQUIPMENT:** All displays and decorations (umbrellas, tables, chairs, party or social decorations and special equipment) proposed by the Licensee shall be subject to the prior written approval of The Club Operator in each instance. Any property of the Licensee or the Licensee's guests or invitees brought into The Club facilities and left thereon, either prior to, during or following the function, shall be at the sole risk of the Licensee. The Club shall not be liable for any loss or damage to any such property for any reason. No push pins, tacks, nails, hooks, staples or adhesives of any kind are to be used to adhere decorations/displays to walls or the ceiling. **No confetti or glitter is permitted.**

11. OUTSIDE VENDORS: All outside vendors must provide valid proof of liability and workers compensation insurance. (i.e. caterer, DJ, band, clown, etc.)
12. OUTSIDE RENTALS: All outside rentals (i.e. tables, chairs, linens, flowers, etc.) must be delivered the day of the event and The Licensee must be on property to accept delivery.
13. PETS AND ANIMALS: No pets or animals are allowed in The Club facilities.
14. SMOKING: Smoking is not permitted inside The Clubhouse or outside patio areas.
15. SECURITY: Neither The Club, The Club Operator, nor The Association make any representation or warranty regarding the security of The Club nor the safety of persons visiting The Club. It shall be the Licensee's responsibility to provide adequate security for the function. The Club Operator may, in its sole discretion, require Licensee to engage a security consultant in light of the size and nature of the function, and to take, at Licensee's expense, such security measures as the consultant recommends, including by way of example rather than limitation the provision of unarmed uniformed guard(s), supervisor(s), usher(s) and or others (individually and collectively, "Security Personnel"). Neither The Club's Operators failure to require a security consultant, nor The Club's Operator's acquiescence to the security measures recommended by the security consultant shall constitute a representation or warranty regarding the security and safety of The Club or The Function. All Security Personnel furnished shall be supplied by a reputable licensed guard or security agency doing business in Orange County, which agency shall be subject to the prior approval of The Club Operator. The Security Personnel are to coordinate with The Club Operator and shall concern themselves only with access to the space reserved hereunder, restricting their presence to those areas of The Club facilities.
16. JANITORIAL: The Club will not provide any setup, cleanup or other services. The Licensee shall be responsible for and shall pay all janitorial and other clean-up costs. These costs are in addition to the License Fee. All trash is to be securely bagged and removed. Licensees shall ensure that all doors and windows are closed and locked and that the clean-up crew vacates the premises no later than the allotted event time stated above.
17. CONDITION OF PREMISES: The Licensee shall be responsible and shall pay for all damage expense and repairs resulting from the use of The Club facilities pursuant to this License Agreement. The Licensee shall also be responsible and shall pay for cleaning and restoring The Club facilities to the condition they existed prior to the function. The Club attendant will inspect The Club facilities prior to and after the function to determine the condition of The Club facilities. If The Club facilities subject to this License Agreement, after inspection by the Operator, are deemed to be in good order (no damage, clean, and restored to the condition existing prior to the function), the full amount of the deposit shall be refunded. If any damage is found, or if janitorial services are required, the Licensee shall pay all costs of repairs and the expense of janitorial services in full. The Club may use so much of the deposit as may be reasonably necessary to pay for such costs and expenses, and if the deposit is less than such expenses and costs the Licensee shall reimburse The Club Operator such additional amounts within ten (10) days of receipt of a written invoice from The Club Operator. Amounts not paid within such ten (10) day period shall bear interest at 10% per annum from the date the cost was first incurred by The Club.
18. NO ASSIGNMENT: This agreement is not assignable. The Licensee must **PERSONALLY** be in attendance at the function from set up to clean up.
19. ASSUMPTION OF RISK, WAIVER, RELEASE: The undersigned Licensee intentionally and unconditionally assume the full risk of injury and death to me, and to each and every person attending the Licensee's function (individually and collectively, "Function Attendee"), which may result from any use of The Club facilities, whether authorized or unauthorized (individually and collectively, "Club Use"), irrespective of whether or not any Guests Users participated in The Club Use which resulted in injury or death. On my own behalf, and on behalf of each and every function attendee: I hereby waive the right to bring any "claims" against The Club Operator, The Association, and their respective officers, partners, agents, employees, affiliates directors and attorneys (collectively, "Released Parties") as a result of Club Use; and I hereby release and discharge the Released Parties from any and all "claims" I or any other Function Attendee may have, now or in the future, which are in any way

related to Club Use. "Claims" shall include, but shall not be limited to, all rights, remedies, actions injury, claims, loss, liability, damages, costs, and expenses of any kind or nature whatsoever which I or any other Function

Attendee may have as a result of any act, occurrence, error, accident, omission promise or obligation of any one or more of the Released Parties. The releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest heirs and assigns.

- 20. INDEMNIFICATION: I agree to be liable for any and all injury to persons and property at the Clubhouse, and for any and all injury to persons and property resulting from any Club use, which is caused by me or any other Function Attendee. In addition I will defend, indemnify and hold each and every one of the released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof whether direct, indirect, or consequential, as a result of or in any way related to the use of The Club or participation in Club Use by me or any other Function Attendee.
- 21. FORCE MAJEURE: If for any reason beyond The Club Operator's controls including, but not limited to, strikes, labor disputes, accident, governmental regulations, lack of supplies, acts of war, acts of God, The Club Operator is unable to perform its obligations under this License Agreement, such non-performance shall be excused and The Club Operator may terminate this License Agreement without further liability of any nature, and shall return to the Licensee the License Fee and Deposit. In no event shall The Club Operator be responsible for damages of any nature for any reasons whatsoever including, without limitation, consequential or indirect damages.
- 22. ATTORNEYS' FEES: In the event of any action or proceeding brought to enforce any one or more provisions of this License Agreement, the prevailing party shall be entitled to recover its attorneys' fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

Initials: x _____ : I agree that two separate checks or money orders, accompanying this agreement, are required to reserve.

Initials: x _____ : I agree that the Private Use Insurance Requirement **MUST** be submitted 7 days prior to the event.

Initials: x _____ : I agree that the License Fee is non-refundable if the event is cancelled within 7 days of the event.

Initials: x _____ : I agree that the stated time above includes both the setup and clean-up of all inclusions for the event, including, but not limited to decorations, personal items, vendor materials, food, drinks, etc.

Initials: x _____ : I agree that the Licensee will be present for the opening and closing of the clubhouse by the Association's agent.

The undersigned agrees to all of the terms of this License Agreement.

Licensee Signature

Date

DROP OFF TO:

Sea Ridge Condominium Association

C/O Seabreeze Management

26840 Aliso Viejo Parkway Ste 100

Aliso Viejo, CA 92656