

**SEA RIDGE CONDOMINIUM ASSOCIATION
Clubhouse Conditions of Use**

Owner's Name _____
Address _____
Home Phone _____ Work Phone _____ Cell Phone _____
Email Address _____
Type of Event _____ Number of Guests Anticipated _____
Date of Event _____ Time (From) _____ (To) _____
Will alcoholic beverages be served? YES NO
Will there be entertainment? YES NO Type _____

I have read and understand the conditions of use and the reservation agreement. I agree to abide by these policies and accept the liability for damage to persons or property while clubhouse is reserved.

Signature of Owner Date

CONDITIONS OF USE

The Clubhouse can be reserved by Members for pre-arranged meetings, community, or family functions. It may not be reserved on New Year's Eve, New Years Day, Easter Sunday, the 4th of July, Thanksgiving, Christmas Eve, or Christmas Day. Users of the clubhouse must abide by the Association rules, including but not limited to the following:

1. The clubhouse facilities are for the use of members/owners who are current with assessment dues. The Board of Directors may restrict the use of the clubhouse facilities for violation of the rules and regulations, delinquent assessments, or deliberate abuse of the recreational facilities or common areas. Tenants are not permitted to reserve the facilities. If an owner so desires, he/she may reserve the facility in their name for use by a tenant. The Owner is the responsible party and shall be held liable for any damages.
2. Reservation of the clubhouse facility is restricted to members for personal and private events. **Use of the clubhouse facility by outside organizations, whether or not requested by a member, is not permitted.**
3. **The Clubhouse may not be used for commercial or for profit making purposes by anyone. No admissions or donations may be charged in advance or at the door.** However, events which are offered to all Homeowners and residents may require a per person charge, subject to prior approval by the Board of Directors.
4. Clubhouse facility usage is approved **free of charge** for endorsed activities, i.e. homeowner meetings, committee meetings, homeowner sponsored events. Sea Ridge groups (such as the book club, men's group, women's group, etc.) may be offered the use of the Clubhouse at no fee provided the activity is desired by the residents of Sea Ridge, open to all residents and attended only by residents or their invited guests. One resident must be responsible for clean up and reserving the Clubhouse.

5. Board of Directors' meetings and regularly scheduled events have precedence over non-scheduled (reserved) events.

6. Reservations of the clubhouse facility **do not** include the pool and/or spa. Food and drinks may not be placed in the pool area. Poolside furniture may not be monopolized. Bathing attire and/or wet clothing are not permitted in the clubhouse

7. Reservations will not be accepted more than six (6) months in advance.

8. To reserve the Clubhouse, contact the Management Company for a Clubhouse Reservation Agreement application. Specific information and requirements for Clubhouse reservation are contained in the Clubhouse Reservation Agreement.

9. The security deposit may be posted by personal check, money order or cashier's check. Deposit must be received in advance of the reservation date. Reservations will be confirmed when the check has cleared the bank. The security deposit is refundable, less applicable charges, as indicated in the agreement. Allow 15 days for refund.

10. The sponsoring homeowner is required to provide an Insurance Rider (Certificate of Insurance) naming Sea Ridge Condominium Association and the Management Company as additionally insured for at least \$1,000,000 in personal liability coverage for the date of the event. If alcoholic beverages are to be served, the personal liability coverage should also include "host liquor liability." A copy of this policy is due 5 business days prior to the event. Failure to do so may result in the cancellation of the clubhouse rental. For your protection, we recommend any third party vendors, such as caterers or entertainers, to also provide proof of liability insurance, naming the Association and the Management Company as additionally insured for at least \$1,000,000.

11. Homeowners will also be required to accept complete financial and legal responsibility and to indemnify the Association and Management for themselves, tenants and guests for all damage or injuries that may occur as a result of the Clubhouse use.

12. Lessee is liable for all damages incurred regardless of the amount.

13. Any misrepresentation under the Clubhouse Reservation Agreement is subject to forfeiture of deposit, and possible fines or other penalties after notice and hearing.

14. The maximum number of guests is seventy-five (75).

15. No smoking is allowed in the Clubhouse, or in any adjacent areas.

16. All Clubhouse doors are to be unlocked and unrestricted during the function.

17. Use of Alcoholic Beverages must be stated in your application. Illegal use of liquor or drugs will cause immediate dismissal of the event, automatic forfeiture of your deposit, and loss of future privileges for use of the facilities. Offending sponsor will be held responsible for all resulting legal fees and fines assessed. It is solely the homeowner's responsibility to monitor the dispensing of alcohol to remain within legal limits as well as to ensure the safe driving conduct of their family and guests. No alcoholic beverages may be sold on the Clubhouse premises.

18. In accordance with California State Law, no one under the age of twenty-one shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at the clubhouse function, no minors are to be present without a consenting parent or guardian. Any party or event where minors have consumed alcoholic beverages, including beer or wine, will be immediately discontinued.

19. No pets are permitted in the clubhouse.

20. It is expected that the homeowner will leave the clubhouse facility in a clean, neat and orderly fashion. All furniture, fixtures and plants are to be returned to original locations. No clubhouse furnishings may be removed from the clubhouse at any time. **All rubbish is to be removed from the premises.** Inspection will be made by Sea Ridge's janitorial service or other association authorized personnel.

21. All lights as well as air conditioner and/or heater are to be turned off after the event. Interior lavatory doors are to be locked from inside upon conclusion of event as are all doors and windows.

22. The reservation-holder shall be completely responsible for his/her own set-up and clean up. The \$50 mandatory cleaning fee will cover professional cleaning of the facility after the event.

23. Event must be completed (facility closed to guests) by 11:00 PM on Friday and Saturday nights, and by 10:00 PM on weekday nights.

24. No commercial amplifiers are permitted to be played at a volume that would disturb or annoy other residents.

25. Personal equipment or property must be removed by noon of the following day or prior to the next scheduled event that may be scheduled on the same day. The Association is not responsible for equipment or property brought to or left on the premises.

26. Guests must park in spaces near the tennis court on Evening Star.

27. **No pins, tacks, or nails are permitted when decorating.** Double-sided tape or similar products that will not damage wood, paint or plaster are permitted.

28. Appointments for pre- and post-event inspections will be made by association authorized persons with those individuals who are signatory to the reservation agreement. Failure by persons desiring to use the clubhouse to meet at a mutually agreed upon time for pre-event inspection constitutes acceptance or responsibility for all damage not listed on the inspection form prior to the event. Failure by persons using the clubhouse to meet at mutually agreed upon time for post-event inspection will constitute acceptance of responsibility for damages not listed on pre-event inspection report.