

VALENCIA NORTH PARK CLUBHOUSE RENTAL RULES AND AGREEMENT

THIS CLUBHOUSE IS FOR PRIVATE USE ONLY

Clubhouse Address: 28201 Northpark Drive, Valencia, CA 91354

Operating Hours – 8:30AM(for Set-up) – 12 midnight(for cleanup)

Warning – Any member or guest or unauthorized person found in the facility during the closed, non-operating hours is considered Trespassing and subject to arrest.

Always carry your access key and ID.

Smoking is Prohibited in or around this facility

Valencia Northpark Homeowners Association (“the Association”), does hereby rent to:

Homeowner: _____

Hereinafter referred to as “Renter”, the exclusive right to use and occupy the Association’s Clubhouse under the following terms and conditions:

- A. Date _____ B. Start/End Time _____ / _____
- C. Purpose: _____ Baby/Wedding Shower _____ Birthday/Graduation Party _____ Banquet
Other (please provide details): _____
- D. Live Music or DJ after 7pm? (circle) YES NO
- E. Number of People Expected _____
(Inside clubhouse: 99 / Inside & outside patio combined may not exceed 199)

1. Renter shall be a homeowner in Valencia Northpark, and the official host or hostess of said event **shall be present at all times** during said event unless Renter receives written permission from the Association excusing the Renter from being present.
2. The Clubhouse shall only be rented to owners of record of a lot within the Association who are current on their Association Assessments, that is, not more than thirty days in the late payment of any assessment. Renter must close escrow prior to his/her rental date.
3. This agreement is for the specific purpose of providing temporary use of the interior clubhouse facility and the courtyard directly outside the clubhouse and its facilities and for no other purpose. **Use of the pool, spa and wading pool are specifically excluded from this rental.**
4. The following is the fee schedule for clubhouse usage effective October 1, 2021:
 - a. Friday, Saturday, Sunday: **\$250** _____ (Initial by homeowner)
 - b. Monday through Thursday: **\$100** _____ (Initial by homeowner)
5. The renter has personally and physically inspected the rental facility prior to or up to the day of the event and acknowledges that the clubhouse meets with his/her requirements for the event, more specifically, that the rental facility accommodates the number of guests that will be attending the event to be conducted on the scheduled rental date. _____ (Initial by homeowner)
6. Included in the rental fee is a minimum two (2) hours cleaning allowance. Any extraordinary cleaning expense (more than two hours) will be deducted from the **good faith deposit** referred to in paragraph 7 as determined by the association maintenance personnel at the prevailing rate determined by our janitorial vendor. A walk through of the premises by an authorized representative of the “Association” will determine whether the premises are in an acceptable condition or whether an extraordinary expense will be charged. Renters shall not receive reimbursement of any portion of his/her rental fee if the cleaning takes less than 2 (two) hours.

7. A **good faith deposit** of \$500 shall be paid at the time the clubhouse is reserved. This deposit may cover any damage to the facility as well as any additional cleaning fees, costs of security guards, damage to furniture and the facility, carpet cleaning and additional administrative fees. Penalties for not conforming with the time constraints of this contract will also be assessed against this deposit as violations of use seriously impacts the usage of the facility by another homeowner renter. Homeowner acknowledges that he/she may forfeit the entire **good faith deposit** if it is deemed appropriate by the Board of Directors.
8. Payment must be made with two checks at the time this Agreement is executed by Renter. One check is for the **good faith deposit**, the other check is for the rental fee.
9. The clubhouse facility can be rented between the hours of 8:30 a.m. and 12:00 midnight. The following conditions will be applicable:
 - a. Music is to be placed inside the clubhouse by 9:00 p.m. with the windows and doors fully closed.
 - b. Special arrangements must be made should the renter decide to use the facility after 7:00 p.m. and have music scheduled for the party. The Association will hire security guard(s) on behalf of the Renter, to be on the premises for the last (4) hours of use, including the clean-up time. The cost of this service will be at the prevailing rate as determined by the "Associations" security vendor. This service must be booked at the time the facility is rented and the Renter must deliver the security payment directly to security at the time of the event in the form of cash. _____ (Initial by homeowner)
 - c. All music will be turned off by 11:00 p.m. _____ (Initial by homeowner)
 - d. Parties shall end by 11:00 p.m. _____ (Initial by homeowner)
 - e. Clean up shall occur immediately following the conclusion of the event and shall be concluded no later than 12:00 midnight. _____ (Initial by homeowner)
10. Any changes with regards to hours or number of persons attending should be brought to the Association's attention. Changes to this agreement may result in greater expense to the Renter, payable from the Renter's **good faith deposit**.
11. Renter is notified that he/she must obtain the clubhouse key the business day prior to the event. **UNDER NO CIRCUMSTANCES SHALL THE KEY BE GIVEN TO RENTER PRIOR TO THIS TIME UNLESS IT IS RENTED ON A HOLIDAY OR WRITTEN PERMISSION IS GRANTED BY THE ASSOCIATION.** If renter uses the clubhouse the day before the scheduled event with written permission of the Association, it shall be rented for an additional rental fee of \$100. Renter agrees that his/her use of the clubhouse on the day before the event is for set up purposes only and the facility will not be used in any other way.
 _____ (Initial by homeowner)

The clubhouse key must be returned by 5:00 p.m. the day after the scheduled event except if the day following the event is a holiday or weekend the keys shall be returned by 5:00 p.m. the next business day following that holiday or weekend.

If homeowners need to set-up for their party or rent additional equipment, the equipment cannot be delivered the day before the event unless the Renter rents the facility, for the extra \$100 fee stated above, the day before the event. The equipment must be removed by 12:00 midnight the day of the rental.

12. There is a **NO SMOKING** anywhere inside or outside of the facility (including the outdoor patio/barbeque area). If it is determined that smoking has occurred in these areas, Renter will be charged a minimum of \$150. If the **NO SMOKING** policy is violated, stricter policies and/or higher good faith deposit may be applicable to the renter for future agreements. _____ (Initial by homeowner)
13. Waiver of Rental Fee: If the clubhouse is used for and Association approved event which is open to all occupants in the Northpark development, the rental fee may be waived. Any recognized committee of the Association may use the clubhouse at no charge: however, the facility must be left in its original condition.
14. **Non-liability** – Association and its officers, directors, managers and volunteer agents shall not be liable to Renter, to any member of Renter's family or to any other person or persons for or on account of injury or

damage of any kind whatsoever to persons or property from whatever cause or however occurring, occasioned in or about the premises, or anywhere else, or resulting from any patent or label defect, structural or otherwise in the construction, condition, or present or future lack of repairs of the premises, including the adjacent sidewalks, the pool areas, the wiring, equipment or apparatus therein, the plumbing, gas, water, steam or other pipes or sewage, or the use misuse or disuse of the buildings in which such premises are located or any part thereof, or the sidewalks, or pool areas, including fences and gates, adjacent thereto, or any equipment therein or apparatus thereof.

15. Renter agrees to and shall defend, indemnify and hold harmless Association, its officers, directors, volunteer agents, and management staff against and from any loss, damage, claim of damage, liability, or expense, including legal fees and costs, arising out of or resulting from any of the matters or thing specified in this Agreement or from any loss, damage, claim of damage, liability or expense arising out of or resulting from any damage or injury to any person or the property of any person arising from the use of the premises by the Renter or by any other person by license or invitation of the Renter including, without limitation any loss damage, claim of damage, liability or expense to the Association or other parties resulting from the stoppages, overflow or breakdown of any toilet or other plumbing facilities caused by Renter or such person's negligence or misconduct, or from the failure of litigation and reasonable attorney's fees incurred in investigating, resisting or compromising any claim asserted with respect to the foregoing.
16. Renter understands and agrees that during the time of use and occupancy of the premises he/she has sole responsibility for the premises, and that in event any damages to the premises occur, whether caused by Renter, his/her guest, invitees, licensees or other present on the premises, Renter shall be personally liable for any amount necessary to repair such damages.
17. Renter understands and agrees that the barbeques located on the patio behind the clubhouse are available to use with the rental of the clubhouse. However, renter will be responsible for the cleanup of the interior and exterior of that area. If extra cleaning is required resulting from the use of the barbeques, the fee will be deducted from the security deposit. Renter is responsible to turn off the gas after use.
_____ (Initial by homeowner)
18. Neither the Association or its members, managers, or officers and directors shall be responsible to Renter or Renter's guests, invitees, licensee or others for any damages or injuries caused by theft or criminal conduct.
19. Renter shall not assign this Rental Agreement or the use of the clubhouse and courtyard facility to anyone without first obtaining the Association's written consent.
20. If any legal action should be brought by either party to enforce any part of this Agreement, the prevailing party shall recover its reasonable attorney's fees, whether the action precedes final judgment.
21. Renter agrees to abide by the following terms and conditions, which terms and conditions are made part of this agreement:
 - a. The pool facility is not for use when renting the clubhouse facility and the Association does not provide lifeguards. Enforcement of the off-limit policy with regards to the pool is Renter's responsibility.
 - b. Due to the close proximity of the adjacent neighbors, music and noise must be kept at reasonable levels with the windows closed.
 - c. Dispensing of alcoholic beverages will be the full responsibility of the Renter. The Association and its managers assume no liability.
 - d. If keys are lost, Renter will pay to re-key all doors. Re-keying will be paid from the **good faith deposit**.
 - e. Renter is responsible for securing all doors and windows.
 - f. There is no smoking policy in and around the clubhouse.

- g. There will be a minimum of \$25 if it is evident that pins, hangers, tape, and the like are noted after an event and need to be removed.
22. Failure to adhere to the rules contained in this Agreement may result in partial or complete loss of Renter's security deposit and loss of future rental privileges. Failure to adhere to prohibition of pool use will automatically cause a forfeiture of the good faith deposit. _____ (Initial by homeowner)
23. All checks must be received by the Association prior to confirmation of the rental date. All checks must be made payable to the Valencia Northpark Homeowners Association. Since the homeowner renting the facility is responsible for its use, check must come from the Valencia Northpark Homeowner.
24. There may be a delay in availability if the clubhouse is left in poor condition because of a rental the day before your event, for cleanup and/or repairs. _____ (Initial by homeowner)
25. Renters acknowledge that Jumper or Bouncing equipment IS NOT PERMITTED on the premises. If a renter is found to violate this policy, the Association has the right to have the equipment removed at the renter's expense and prohibit future rental of clubhouse facility to homeowner.
26. I understand that when I use the Valencia Northpark Clubhouse it is for my personal use and it cannot be used for sales, commercial or public activities of any kind. _____ (Initial by homeowner)
27. Week-Day Clubhouse Rental Policy
- a. Monday - Thursday rental days only
 - b. Rental hours: Same as regular rental policy
 - c. Reduced rate of \$100.00 (Covers the cleaning cost)
 - d. All Clean-up guidelines apply for Clubhouse use
 - e. Signed contract required
 - f. Clubhouse Reservation Cancellation Policy Applies _____ (Initial by homeowner)

28. Clubhouse Cancellation Policy:

To minimize the number of Clubhouse Cancellations, and to make sure that each homeowner has a fair chance when attempting to book the Clubhouse, the Board is proposing the following new Clubhouse Policies: Homeowners may book the clubhouse up to one (1) year in advance of the rental date. Upon booking the clubhouse, the renter has two (2) business days to turn in the contract with the rental fee and the good faith deposit. The official processing date is the date the check is received and processed at Ross Morgan. No booking is official until these fees are received.

Proposed Cancellation policy:

If cancelled six (6) months to one (1) year prior to the rental date:

1. The good faith deposit is returned when you cancel.
2. If the reservation is cancelled within thirty (30) days of the official processing date, then the rental fee is returned as well.
3. Otherwise, the rental fee is returned ONLY if the date is re-booked and used by another member.

If cancelled three (3) to six (6) months prior to the rental date:

1. The good faith deposit is returned when you cancel.
2. If the reservation is cancelled within seven (7) business days of the official processing date, then the rental fee is returned as well.
3. Otherwise, the rental fee is returned ONLY if the date is re-booked and used by another member.

If cancelled within three (3) months of the rental date:

1. The good faith deposit is returned when you cancel.
2. If the reservation is cancelled within two (2) business days of the official processing date, then the rental fee is returned as well.
3. Otherwise, the rental fee, MINUS A FIFTY DOLLAR (\$50.00) CANCELLATION FEE, will be returned ONLY if the date is re-booked and USED by another member. _____ (Initial by homeowner)

Failure to pick up your key prior to your event during regular business hours (Monday thru Thursday from 9:00am – 5:00pm, and Friday 9:00am – 4:30pm) will result in the inability for you to access the facility. There are nine (9) sixty-inch round tables, four (4) rectangular tables (6 feet in length), and 100 chairs (chairs have a little bit of padding, bronze metal framing.)

I have reviewed a copy of the Valencia Northpark Clubhouse Rental Policy. I have read this Rental Agreement in its entirety, and I/we will be responsible to see that my/our guest(s) abide-by the terms and conditions of this Rental Agreement.

Homeowner: _____

Address: _____

Phone: (Home) _____

(Cell) _____

Email: _____

Good Faith Deposit Amount \$ _____

Check # _____

Rental Fee Amount \$ _____

Check # _____

*** Make checks payable to “Valencia Northpark HOA”**

**Mail or drop off contract with checks to Ross Morgan and Company, Inc.:
23300 Cinema Drive, Suite 280, Valencia, CA 91355**

Homeowner

By: _____

Date: _____

Valencia Northpark Homeowners Association

By: _____

Date: _____