



CLUBHOUSE RENTAL AGREEMENT

Maximum Occupancy Limits

CLUBHOUSE – 42 Persons

Normal hours 10:00 am to 10:00 pm (All cleaned, locked up and key returned)

- CLUBHOUSE Rental Cost:** \$500.00 Non-Refundable fee
Money Order or Cashier's Check
(Payable to The Franciscan Park)
- CLUBHOUSE Deposit:** \$500.00 Refundable if all conditions are met;
Money Order or Cashier's Check
(Payable to The Franciscan Park)
- CLUBHOUSE Security:** \$20.00 per hour, per guard (2 guard minimum)
Four Hour Minimum Requirement (\$160.00)
(Payable to Core 1 Security Services)

Three separate cashier's check or money orders are required as follows:

Cost to rent CLUBHOUSE	\$ 500.00
Security Deposit	\$ 500.00
Four (4) hours Courtesy Guards	\$ 160.00
Total	\$1,160.00

- **NO ALCOHOL, SMOKING, OR DRUG USE.**
- **RESIDENTS MUST BE PRESENT AT ALL TIMES WITH RESIDENT'S KEY TO ALLOW GUESTS TO ACCESS THE CABANA RESTROOMS.**
- **A COPY OF THE RESIDENT'S CURRENT HOMEOWNERS INSURANCE MUST BE SUPPLIED TO MANAGEMENT AT TIME APPLICATIONS ARE SUBMITTED.**
- **USE OF THE CLUBHOUSE IS LIMITED TO TWICE WITHIN A TWELVE MONTH PERIOD FOR EACH HOMESITE.**
- **ABSOLUTELY NO JUMPER HOUSES PERMITTED.**
- **BBQ AREA IS ON A FIRST COME FIRST SERVE BASIS. HOMEOWNERS MUST BE PRESENT AT ALL TIMES.**
- **A GUEST LIST FOR PARTIES MUST BE SUBMITTED TO THE PARK OFFICE NO LATER THAN 2 WEEKS PRIOR TO THE EVENT.**



FRANCISCAN PARK CLUBHOUSE WAIVER OF LIABILITY

I, the undersigned, being of lawful age, understand and fully appreciate the potential risk of injuries and damage which can occur with respect to the use and operation of the facilities commonly known as the **CLUBHOUSE** and the furniture, appliances, devices, tools, and equipment therein; and, acknowledge that were **THE FRANCISCAN PARK** to provide on-site supervision it would result in added expense which would necessarily cause an increase in rents. Therefore, in consideration for **THE FRANCISCAN PARK** forbearance from raising rents to provide the expense of supervision and in consideration of being permitted the use and enjoyment of the **CLUBHOUSE**, I fully and forever release, waive, hold harmless, surrender, acquit, and discharge **THE FRANCISCAN PARK**, and their trustees, employees, agents, representatives, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations and and/or partnerships related to them of and from any and all claims, demands, actions causes of action, rights, costs, expenses, and compensation of any nature whatsoever, hereafter accruing on account of, or arising out of or relation to any and all known and unknown, foreseen and unforeseen financial loss, personal and other caused incidental privilege and the consequences thereof which were in and known or unknown manner or occasioned to or sustained by the undersigned individual, my family, guest(s), or other invitees, at **CLUBHOUSE** on _____, from _____ to _____.

I agree that the rental fee for the facilities shall be paid completely at the time of reserving the facilities for a private function. I further agree that if I elect to cancel the reserved time for use of the facilities at least two weeks prior to the reserved date, I will receive a full refund. If I elect to cancel my reserved use of the facilities at least one week prior to the reservation, I shall receive only one half of the rental fee as a refund.

I further agree that I assume all responsibility for the behavior of myself, my family, guest(s) and invitees and I will indemnify **THE FRANCISCAN PARK** for any and all expenses and/or cost(s), including legal fees, in the event of any injuries, damages, repairs, claims or lawsuits arising out of the use of **THE CLUBHOUSE** which are attached hereto as Exhibit A, and incorporated as though fully set forth and agree to make my family, guest(s) and invitees aware of all rules and regulations and to have them abide by them as well.

This agreement is intended as a full and complete release as to any and all claims notwithstanding Civil Code Section 1542 which provides that: "a general release does not extend to claims which the creditor does not know or suspect to exist.in his/her favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor.

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EXHIBIT "A"
CLUBHOUSE RENTAL AGREEMENT
Maximum Occupancy 42

Reservations are on a first come, first reserved basis, and must be received at least two weeks prior to the event. A "resident" must be the sponsor of any private function, and register with the Courtesy Guard at the beginning and end of the function. The resident must be in attendance until the last guest has left. The resident's account must be current and not involved in any eviction proceedings.

The CLUBHOUSE is provided for use "as is". Including tables and chairs. Resident must inspect area, note any repairs required, and sign a Waiver of Liability form, at least 48 hours in advance of the event. Cabana restrooms will be opened by resident in charge of function.

All other common areas, and amenities, including the swimming pool, may not be reserved and shall remain open to "all residents" use. In accordance with the hours denoted in the Community Rules and Regulations, or posted in and around the facilities.

PARKING: No Street or double parking, (use Harbor Drive parking lot if possible). Leave handicapped parking, and Franciscan Street parking for normal resident use.

Residents shall be responsible for security payment of (2) Courtesy Guards (4 hour minimum) , and \$40.00 per guard for each additional hour.

CLUBHOUSE RENTAL RULES:

1. **No alcoholic beverages**. (Security deposit will be forfeited if evidence of alcohol use is discovered).
2. Smoking, of any substance, **is not permitted** in, or around the **CLUBHOUSE**.
3. **CLUBHOUSE** is not to be used for any dangerous, illegal, immoral or commercial purposes.
4. All decorations, trash and debris shall be removed, immediately following the event. Resident must empty the **CLUBHOUSE** trash receptacles and dispose of trash in resident's own trash receptacle. (Removed from **CLUBHOUSE**).
5. All cleaning supplies must be supplied by the resident. Failure to clean and/or vacate by time agreed will jeopardize a resident's right to sponsor private functions in the future.

6. Functions held primarily for minors (persons under the age of 18), must have (1) adult, over the age of 21, chaperone for every ten (10) minors at all times.
7. Doors to the **CLUBHOUSE** are to remain closed during the event so as to minimize any disturbance to neighboring residents. The hired courtesy guards will determine an appropriate noise level. There should be no excessively loud music, noise or talking that would cause a disturbance to neighboring residents.
8. The key to the **CLUBHOUSE** should be returned to the office door drop slot located at the management office.

I DO HEREBY AGREE TO ABIDE BY THE CLUBHOUSE RULES AND REGULATIONS (EXHIBIT "A"). I have read and understand the LIABILITY WAIVER. I understand that I will be held responsible for any and all damages caused by myself, my guests, or any invitees of the function.

DATED: _____

MANAGEMENT:

(Print name of resident)

(Printed name of Management)

(Signature of resident)

(Signature of Management)

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CLUBHOUSE DEPOSIT STATEMENT

DEPOSIT:	<u>To make sure you receive your deposit in full, please read below!</u>	
CLEANING:		
Sweeping	Provide your own broom	
Mopping	Provide your own mop	
Vacuuming	Provide your own vacuum	
TRASH REMOVAL:	MUST BE REMOVED TO YOUR HOMESITE	
Decoration Removal		
Carpet Cleaning	(If applicable)	
EQUIPMENT:	DO NOT BLOCK STORAGE CABINET!	
Chairs	Must be placed on racks	
Tables	Must be placed on racks	
Couches	Two (2)	
Chairs	Three (3)	
End Tables	One (1)	
DAMAGES:		
Resident Signature:	_____	Date: _____
Deposit Returned:	\$ _____	By: _____



ITEM	CONDITION BEFORE USE (Good, Fair, Poor)	CONDITION AFTER USE (good, Fair, Poor)
Equipment:		
Other:		
Overall:		



GUEST LIST – ONE PERSON PER LINE (FIRST AND LAST NAME)

Please print Clearly

1	15	29
2	16	30
3	17	31
4	18	32
5	19	33
6	20	34
7	21	35
8	22	36
9	23	37
10	24	38
11	25	39
12	26	40
13	27	41
14	28	42

