



## **CLUBHOUSE RENTAL AGREEMENT**

### **Maximum Occupancy Limits 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.**
- **AS THE PERSON RENTING THE FACILITY, YOU ARE RESPONSIBLE FOR MAINTAINING ALL ACTIVITIES OF YOUR GUESTS. YOU MAY NOT LEAVE ANYBODY ELSE IN CHARGE OR GIVE ANYBODY ELSE ACCESS TO THE KEY!**
- **RESIDENTS MUST BE PRESENT AT ALL TIMES WITH RESIDENT'S KEY TO ALLOW GUESTS TO ACCESS THE CABANA RESTROOMS.**
- **GUARDS ARE TO REMAIN UNTIL FINAL CLEANUP TO ENSURE FACILITY IS LOCKED UP.**
- **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 NO "RESERVING". HOMEOWNERS MUST BE PRESENT AT ALL TIMES.**
- **POOL AND SPA ARE NOT INCLUDED IN THIS RENTAL AND ARE OPEN FOR ALL COMMUNITY ENJOYMENT.**
- **ALL CATERERS, MUSICIANS OR OTHER VENDORS MUST PROVIDE BUSINESS CARD WITH LICENSE NUMBER AND PROVIDE PROOF OF INSURANCE**
- **A GUEST LIST FOR PARTIES MUST BE SUBMITTED TO THE PARK OFFICE NO LATER THAN 2 WEEKS PRIOR TO THE EVENT.**

## **ATTENTION RESIDENTS**

**AS THE PERSON RENTING THIS FACILITY IT IS YOUR RESPONSIBILITY TO ENSURE ALL STATE AND COUNTY COVID-19 MANDATES ARE FOLLOWED BY YOU AND YOUR GUESTS. THIS INCLUDES SOCIAL DISTANCING, LIMITING NUMBER OF OCCUPANTS (CURRENTLY 15) AND FACE COVERINGS! IT IS THE RESPONSIBILITY OF THE HOMEOWNER (RESIDENT/LEASE SIGNER) RENTING THIS FACILITY TO CHECK FOR UPDATES AT <https://covid19.ca.gov> or <https://www.smchealth.org>.**

**This facility is made available for rent by homeowners (Resident / lease signers) only. Homeowners must provide proof of current homeowners insurance and the homeowner must remain at the facility during your ENTIRE event, including decorating/setup and clean up, and will be responsible for ALL guests' actions and activities, damages, and injuries.**

**DEPOSIT WILL BE FORFEITED IF RESIDENT VIOLATES FRANCISCAN POLICIES.**

**THE FOLLOWING ARE NOT INCLUDED IN THIS RENTAL:**

- **BARBEQUE AND PATIO AREA ARE ON A FIRST COME FIRST SERVED BASIS ONLY AND IS NOT GUARANTEED FOR THIS FACILITY RENTAL.**
- **POOL AND SPA ARE NOT INCLUDED IN THIS RENTAL AND ARE OPEN FOR ALL RESIDENT'S USE.**

Print name

Sign Name

Date





## 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.



**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**

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



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





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

**Please print clearly**

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