

CLUBHOUSE USE AGREEMENT

Completing this Clubhouse Use Agreement supplied by the Association's Clubhouse Rental Chairperson shall be made to request use of the Clubhouse facilities. Failure to supply information required shall be grounds for denial of approval.

Use of the Clubhouse facilities is reserved for qualified owners. Official Association events shall have priority.

The Board through their Clubhouse Rental Chairperson and HOA Manager shall evaluate each request to determine if further requirements are needed. Should circumstances so indicate, the Board may require the owner to furnish formal licensed security personnel at the cost to the owner, prior to any use of the Clubhouse facilities.

To arrange for a Special Use function, the following is required to be submitted to the Association's Clubhouse Chairperson:

- Completed Clubhouse Use Agreement
- Refundable Security Deposit
- Guest List
- Certificate of Insurance
- Non-Refundable Use Fee

Refundable Security Deposit

A security deposit to cover any damages to property, excessive cleanup and any other direct costs incurred by the Association as a result of the Special Use shall accompany the Certificate of Insurance. A qualified owner, reserving the facility, shall submit the security deposit in the form of a personal check made payable to: **Laguna de la Paz HOA**

The following security deposit amounts are in effect:

| | |
|-----------------------------|-----------------|
| Rental up to 3 hours | \$200.00 |
| Rental from 3-24 hours | \$500.00 |

In the event that damages occur, the Clubhouse Rental Chairperson, Property Manager and/or the Board shall determine the cost of repair or replacement. The cost of repair or replacement shall be deducted from the security deposit. The balance, if any, shall be refunded within THIRTY (30) DAYS after determination of costs. Should the damage be in excess of the security deposit, the owner shall make restitution of the outstanding balance within THIRTY (30) DAYS of the determination of costs.

The Association shall have the right to special assess any owner who has executed a Clubhouse Use Agreement and failed to make restitution within THIRTY (30) DAYS. Failure to pay any special assessment shall result in lien and foreclosure proceedings, as provided in the CC&Rs.

Non-refundable Use Fee

The Board of Directors, in its sole discretion may further assess a use fee in an amount to be determined by them to be appropriate with the use and associated risks to the Association. The fee shall be non-refundable.

A qualified owner reserving the facility shall submit the Use Fee in the form of a personal check, separate from the security deposit, made payable to: **Laguna de la Paz HOA**

The following non-refundable Use Fees are in effect:

| | |
|------------------------|----------|
| Rental up to 3 hours | \$50.00 |
| Rental from 3-24 hours | \$150.00 |
| | |

Certificate of Liability Insurance

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The owner, naming the Association the additional insured in the following amounts, shall deliver a non-cancellable Certificate of Liability Insurance Endorsement to the Association's Clubhouse Rental Chairperson:

| Total Number of Guests | Coverage Requirements |
|------------------------|-----------------------|
| 1-50 | \$500,000 |
| 51+ | \$1,000,000 |

The Certificate shall declare and shall be in force for the day of the event.

Keys

The owner will receive a key to the Clubhouse from the Association's Clubhouse Rental Chairperson. Keys to the Clubhouse facilities are not available from the gate house. The key must be returned to the Clubhouse Rental Chairperson by 10:00am the morning after the Special Use Event, or a Use Fee in the amount identified above will be charged for each day the key is not returned.

SPECIAL RULES AND REGULATIONS

1. The owner member sponsoring the event shall be responsible for the conduct of guests and the acceptable nature of the meeting. The owner shall be present during the entire event. This responsibility may not be delegated.
2. There shall be no driving or parking on any cement sidewalks or walkways within the subdivision. Any unloading of supplies must be done from the parking lot. The Association has available a cart in the kitchen, which may be used to transport supplies.
3. The owner shall provide Gate Security with a guest list 48 hours prior to the event for security gate use. Automobile parking for authorized guests is limited. The owner shall be responsible for notifying guests to park in the parking lot, and must make arrangements for overflow parking on Vista Laguna. The Association shall not be liable for the security of any vehicles parked on the common area. Guests should be advised to park in designated areas and to avoid blocking access to individual driveways and walkways.
4. Tables and the 48 chairs within the Clubhouse facilities may be rearranged for the special event, but must be placed in their original position at the close of the activity. Arrangements for special seating, tables, acoustic/visual layouts, lighting, furniture, other than that in place, and any other tables, requirements shall be made in advance with Clubhouse Rental Chairperson. Any costs for such approved special arrangements shall be borne by the owner.
5. Owner shall place trash in the trash bin located in the maintenance yard. Owner shall be responsible for Clubhouse and adjacent grounds cleanup by 6:00am the day following the event. An inspection by the Clubhouse Rental Chairperson or Association designee is required prior to any return of owner's Refundable Security Deposit.
6. The owner shall be responsible for guests' compliance with the Association's Rules and Guidelines while on the premises. Should conduct or actions during the course of the event violate acceptable good taste, the event will be terminated and guests required to immediately vacate the premises. Additionally, if behavior requires law enforcement intervention, a copy of the official law enforcement report of the incident shall be obtained and delivered to the Association by the owner within SEVENTY-TWO (72) HOURS.
7. Only areas specifically designated on the approved request are to be used by guests. Peripheral facilities, rooms, spas, pools, and associated equipment are specifically prohibited unless individually detailed and permitted by the Association's Clubhouse Rental Chairperson at the time the request is approved. The areas other than the Clubhouse shall remain available to the membership at large during the event.

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8. The clubhouse is a smoke free facility. All guests must be informed of this policy and the applicant is responsible for enforcement.
9. If more than 75 people are attending the function and alcohol is being served, then a security guard may, at the HOA's discretion, be required at the applicant's expense.
10. Reservations may not be made more than 180 days in advance
11. The applicant must comply with the City of La Quinta Noise Ordinances. Generally, the Ordinances prohibit exterior noise above conversation levels between 6:00-10:00 PM After 10 PM the noise levels must be reduced to not exceed normal suburban background noise. The applicant is responsible for monitoring exterior noise levels during the event. No music or speakers are permitted outside of the clubhouse.
12. The clubhouse pool table must not be used and must be covered.
13. If there are minors present and alcohol or illegal substances are found at the event, the event will be terminated.
14. All California state requirements must be met.
15. Burning candles is not permitted.
16. Taking indoor furniture from the clubhouse outside is not permitted.
17. There is a 24 hour event limit on clubhouse rentals.

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Upon execution of the Clubhouse Use Agreement the owner specially agrees to hold the Association and its officers, directors, Management Company, employees and agents harmless from any liability whatsoever related to or which results from the Clubhouse use. Further, the owner specifically agrees to hold the Association and its officers, directors, Management Company, employees and agents harmless from any liability incurred by the owner's invitees to the event.

DATE OF EVENT _____ HOURS OF EVENT _____ # OF GUESTS _____

SPECIAL ACCOMMODATIONS GRANTED

| | | | |
|--|---|--------|--|
| | ADDITIONAL USE FEES | | |
| | | | |
| | Table Cloths | \$4/ea | |
| | Total Use Fee | | |
| | Use Fee Payment (due in full 2 wks prior) | | |

DATE

DATE

CLUBHOUSE RENTAL CHAIR

HOMEOWNER (SIGNATURE)

STREET ADDRESS (LDLP)

PHONE