



THE JEWEL OF SOUTH COUNTY
ESTABLISHED 1986

www.marinahills.org

31461 Parc Vista West · Laguna Niguel · CA 92677

RECREATIONAL FACILITIES RENTAL AGREEMENT

Date: _____

I, (print name) _____ Signature _____, am a Marina Hills (Homeowner/Applicant) residing at (address) _____ (phone number _____).

I request the use of the following Association's Recreational Facilities (one reservation per area per day):

- Clubhouse facilities only (excluding barbecue facilities & tennis courts & pool area)
- Clubhouse facilities and barbecue facilities (excluding tennis courts & pool area)
- Outside barbecue facilities only (excluding clubhouse facilities, tennis courts & pool area)

Desired date: _____/_____/_____ from _____ AM/PM to _____ AM/PM

Total number of guests: _____ (max 132 persons) Type of function: _____

REQUIRED FEES/DEPOSITS DUE UPON RESERVATION REQUEST:

- Clubhouse Use Fee: \$150.00 (made payable to Marina Hills PCA)
- Clubhouse Use Deposit: \$300.00 (made payable to Marina Hills PCA)
- Clubhouse Janitorial Fee: \$85.00 (made payable to Personal Touch Cleaning)
- BBQ Use Fee: \$50.00 (made payable to Marina Hills PCA)
- BBQ Use Deposit: \$300.00 (made payable to Marina Hills PCA)
- BBQ Janitorial Fee: \$25.00 (made payable to Personal Touch Cleaning)

ADDITIONAL RESERVATION ITEMS AND FEES:

Entertainment center/T.V.

- Additional deposit of \$300.00 (check made payable to Marina Hills PCA)
- Agreement:
I will ensure that my guests and I will not make any adjustments to the television defaulted settings. I fully understand that I will be responsible for a service call charge of \$125.00, which will be deducted from my clubhouse deposit, if an Association Vendor should need to be called to reconfigure the television settings. I also agree to be responsible and financially liable for any damage to the television, Blue Ray, other television accessories and cable box caused by my guests. I further understand that I will be charged \$175.00 for any remotes that may need to be replaced due to damage or being lost. I agree that the rental of the entertainment center shall include a refundable deposit of \$300.00 and will be refunded if there is no damage to any of the above-mentioned items.

(Sign here) _____

Additional Guard Services

- \$100 for 4 hours (required) – (check made payable to Securitas)
- Required for a party of 50 guests or more and teenage parties. Please note, for every additional 50 guests another fee must be submitted.
- Management must be notified of the need for an additional guard 96 hours prior to the event date in order to properly schedule guard services.

FACILITIES GUIDELINES:

I agree to be bound by the following rental terms and conditions as established by the Board of Directors:

1. Only a homeowner/Applicant is permitted to enter into this rental agreement.
2. The facilities will be utilized for my benefit or the benefit of an immediate family member.
3. I or my co-owner within the Association will be present during the above referenced function.
4. I agree that my guests shall not use the pool area and/or tennis courts while renting the above requested Association's Recreational Facilities.
5. Alcoholic Beverages: Applicant understands and agrees that the providing of alcoholic beverages requires prior written approval from Association and will require the retention of a professional bartender, as well as requires a state license, which is the responsibility of the Applicant to obtain. In accordance with California State law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at the rental function, no minors are to be present without a consenting parent or guardian. Any abuse of alcohol privileges may result in immediate termination of the function, at the sole discretion of Association Staff. Proof of license must be on file with the facility coordinator at least 72 hours prior to the event.
Will alcoholic beverages be served? Yes No If yes, will a hired bartender be used? Yes No
Name, phone number and licensing of bartender _____.
6. Applicant agrees that at all times Applicant will conduct the event and activities in compliance with all public safety rules, and further agrees that Applicant, and each of Applicant's guests and invitees, will observe and abide by all applicable laws, regulations and requests by duly authorized governmental agencies, and the Marina Hills Planned Community Association Clubhouse Rules attached hereto. All portions of the sidewalks, parking lot, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access of the community must be kept unobstructed by the Applicant, and Applicant's guests and invitees, and shall not be used for purposes other than ingress and egress from the Clubhouse.
7. No publicized, open ended or general invitation is permitted.
8. An additional patrol officer is required at functions with 50 or more persons and all teenage functions. I will schedule and pay for the additional patrol officer with the Recreation Center not later than 96 hours prior to the function date. Minimum charge is four (4) hours at twenty-five dollars (\$25.00) per hour. The charge will increase to forty-four dollars (\$44.00) per hour if notified less than 96 hours prior to the function.
9. All decorations must be flame retardant and meet all applicable codes. Applicant shall not affix any decorations to the walls, ceilings, floors or furnishings. Birdseed, bubbles, rice, glitter, confetti and similar materials are prohibited.
10. All function-related property must be removed from the facility as soon as the function is over. The Association reserves the right to dispose of or charge reasonable storage fee for any property not removed from the premises when the function is over.
11. ALL FUNCTIONS SHALL END NO LATER THAN 11:00 P.M. EXCEPT NEW YEARS EVE PARTIES, WHICH SHALL END NO LATER THAN 2:00 A.M. If an additional patrol officer must be brought in to terminate a party due to violation of these rules or to end a party and disperse the guest there at 11:00 P.M., I agree to be charged an additional violation fee of one hundred dollars (\$100.00) per additional patrol officer.
12. Commercial use of the Recreation Facilities is prohibited without Board of Directors permission.

13. Any music (live or recorded) will be permitted solely within the clubhouse at all times, and the clubhouse and patio doors will remain closed. I understand that the noise level must not exceed 55 decibels, which equates to no more than a loud conversation, per city and county code guidelines. I further agree that no music will be permitted outside the enclosed clubhouse. Noise violations will result in forfeiture of entire security deposit and/or suspension of the use of recreational facilities for a period to be determined by the Board of Directors. Violations will be recorded by the patrol officer on duty. Only one warning will be recorded. (Patrol officer will note time and person warned on violation form.)
14. I will be responsible for the conduct of my guests to ensure that Marina Hills' residents are not annoyed or harassed anywhere within the Association's property; I will also be responsible for any damage to the Recreational Facilities' property within the reserved area or any other portion on the Association's property.
15. Party guests, food/drink and decorations shall remain inside the designated reserved area and debris shall not be strewn about the Association's property but shall be placed in receptacles.
16. Applicant agrees to pay whatever expenses are required to restore the Clubhouse, or any property of the Association, or any part of the rented facility, to the same condition as when Applicant first entered the facility, including, but not limited to, any needed surface cleaning.
17. I will inform my non-resident guests NOT to park in the lot assigned for "Resident Use Only".
18. I understand that a breach of the Agreement includes, but is not limited to, exceeding guest limits, time limit, or noise limits, damage to recreational facility buildings, pools, spa, patio, barbecues, furniture, plumbing, tennis courts, parking lot and landscaping. As a result of any breach of this Agreement, the Board of Director may take the following: a) Declare a forfeiture of the entire security deposit; b) Declare a forfeiture of the privilege to rent the Recreational Facilities in the future; c) Require an increased deposit for future rentals in an amount to be decided at the sole discretion of the Board of Directors; d) After notice and hearing, impose a fine to recover costs incurred by the Association for which I am responsible as a result of my rental of the Recreational Facilities.
19. I understand that the patrol officers are authorized by the Board of Directors to request that any disorderly guests leave the Association property and/or to close down the function in the event of any violation of this rental agreement. The patrol officers have permission to contact local authorities for assistance.
20. For the purpose of positive identification, I agree as the facilities renter/signer of this rental agreement to furnish a photocopy of my driver license as part of this rental agreement.
21. I agree that the rental of the facilities contracted for shall include a non-refundable rental fee of \$_____ and a security deposit of \$_____ which will be refunded if there is no damage. I have also tendered the sum of \$_____ for additional patrol officer as referenced above. I also agree that there will a mandatory non-refundable janitorial fee of \$_____.
22. Insurance. Unless otherwise exempt, the Applicant shall procure and/or maintain general liability insurance which provides full coverage for the private event at the Clubhouse, as described hereinabove, in an amount of at least three hundred thousand dollars (\$300,000.00). Such policy shall name Marina Hills Planned Community Association and the Association's managing agent (Optimum Professional Property Management) as additional insureds. A Certificate(s) of Insurance evidencing such insurance coverage, with accompanying additional insured endorsements, as described herein, shall be provided to Marina Hills Planned Community Association at least 10 days prior to the event. The Applicant's policy(s) shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance maintained by the Association and/or its managing agent will be excess only and shall not be called upon to contribute with the insurance described herein. Marina Hills Planned Community Association shall also have the right to require that any caterer or entertainment retained by Applicant for the private event provide similar proof of insurance and additional insured endorsements. Any hired bartender should also have proper proof of insurance as well. If a homeowner is incapable of obtaining an additional insured certificate from their individual homeowner's policy, then they may purchase a one-time "special event" policy with the minimum limits prescribed above and the Association and its managing agents name as an additional insured.

23. Indemnity, Waiver and Release: In consideration of this Agreement, Applicant hereby waives, releases, discharges, and agrees to hold harmless Marina Hills Planned Community Association and its directors, officers, members, servants, attorneys, managing agent(s) and/or other agents, from and against any and all claims, demands, expenses, liabilities, disputes, rights, remedies, and causes of action of every kind and nature whatsoever, including attorney's fees (hereinafter collectively "Claims") which Applicant, or any of Applicant's invitees, guests, attendees, or any minor children for whom Applicant has the capacity to contract, may have, or which may hereafter accrue, including to his/her/their respective heirs and assigns, arising from, or related to, this Agreement or its existence, the Marina Hills Planned Community Association premises or facilities, the Event described herein, and/or any act or omission of Applicant and/or Applicant's guests and/or invitees.

In further consideration of this Agreement and Applicant's use of the Association's facilities, as described herein, Applicant agrees to indemnify and defend Marina Hills Planned Community Association, and its directors, officers, members, staff, employees, servants, attorneys or agents, from and against any and all claims, demands, expenses, liabilities, disputes, rights, remedies, and causes of action of every kind and nature whatsoever, including attorney's fees (hereinafter collectively "Claims") which may hereafter accrue, including Claims by respective heirs and assigns, arising from, or related to, this Agreement or its existence, the use or rental of the Marina Hills Planned Community Association's premises or facilities, the event described herein, Applicant's service of alcoholic beverages, and/or any act or omission of Marina Hills Planned Community Association and/or its/their directors, officers, members, staff, servants, employees, attorneys or agents. This indemnity provision applies regardless of any active or passive negligent act or omission of a party to be indemnified hereunder. The obligations described herein shall not be construed to negate, abridge, or otherwise reduce any other obligation of indemnity which would otherwise exist as to any party or person to be indemnified hereunder. This indemnification shall extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

24. Attorney's Fees: In the event legal action is instituted to enforce any of the provisions contained in this Agreement, the prevailing party in such action shall be entitled to recover from the other party the reasonable attorney's fees and costs of such suit as demanded by the court, or by Mediation or Arbitration, as part of a judgment.
25. I fully understand that all penalties, not limited to those set forth herein, shall be assessed to me as the responsible renter in this agreement.
26. Upon receipt of the completed rental agreement, I as the facilities renter have five (5) working days to submit all necessary deposits or be subject to the possible loss of the requested date and time for the desired function. Cancellation Policy: Reservation canceled 60 days prior to event-100% rental fee refunded, 30 days prior to event-50% rental fee refunded and 29 days or less prior to the event-100% rental fee non-refunded. Reservations canceled within two (2) working days of making the reservation will not be charged a cancellation fee.
27. The type of function is subject to approval by the Board of Directors.

I have reviewed this agreement, understand its terms and agree to comply. I have received a copy this date.

Recreational Facilities Applicant's signature: _____ Date: _____

Patrol Officer(s) on duty _____

**MARINA HILLS PLANNED COMMUNITY ASSOCIATION WAIVER FOR
PARTICIPATION AND RELEASE OF LIABILITY**

In connection with the _____ (fill-in Event name), each of the undersigned (Participant or, if Participant is a minor, Parent/Guardian of "Event Participant"), hereby agrees, acknowledges, and understands that participation in the Event naturally involves the risk of injury to Participant, whether Participant or someone or something else causes such injury. Further, Participant or Parent/Guardian of Participant, as applicable, hereby agrees, acknowledges, and understands that participation in the Event is voluntary and Participant and Parent/Guardian of Participant, as applicable, voluntarily agrees to accept such risk of injury. Participant and/or Parent/Guardian of Participant, as applicable hereby waives, releases, discharges, and agrees to hold harmless Marina Hills Planned Community Association ("Association"), and its/their directors, officers, members, servants, attorneys, managing agent and/or other agents, and Common Area, from and against any and all claims, demands, expenses, liabilities, disputes, rights, remedies, and causes of action of every kind and nature whatsoever, including attorney's fees (hereinafter collectively "Claims") which Participant or Parent/Guardian of Participant, or any of Participant's invitees, guests, attendees, or any minor children for whom Participant or Parent/Guardian of Participant has the capacity to contract, may have, or which may hereafter accrue, including to his/her/their respective heirs and assigns, arising from, or related to, this Event, the Association Common Area premises or facilities, used in the Event described herein, and/or any act or omission of Participant and/or Participant's guests and/or invitees.

Participant or Parent/Guardian of Participant agrees to indemnify and defend Association, and its directors, officers, members, staff, employees, servants, attorneys, or agents, from and against any and all Claims, which may hereafter accrue, including Claims by respective heirs and assigns, arising from, or related to, this Event, and/or the use or rental of the Association premises or facilities, during the Event described herein. Participant or Parent/Guardian of Participant agrees to pay Association in full and promptly upon demand for any and all loss of and damage to Association's property caused by, or growing out of, any participation in the Event by Participant.

The Participant and/or Parent/Guardian of Participant, as applicable, understands that serious accidents may occur during such activities and hereby agree to assume the risk associated with such aforementioned activities, and agree to release and hold harmless the Association, its employees, directors, officers, members, attorneys, agents and its Common Area from any Claims which may arise from the aforementioned activities, even though a Claim may arise out of the negligence or carelessness on the part of the Association, its employees, directors, officers, members, attorneys or agents. Should alcoholic beverages be served at the Event, they are not to be served to anyone under the age of twenty-one (21). Alcohol consumption by minors is against the law and thus strictly prohibited at any Association Event. As part of Participant's participation in the Event, Participant will not provide alcohol to any of Participant's guests or invitees that are under 21 years old. It is further understood that the terms of this Waiver and Release Agreement are to be binding on each of the undersigned's respective successors, heirs and assigns.

Name (Please Print) _____

Signature _____

Date _____