

**DANA FARMS CLUBHOUSE RENTAL AGREEMENT  
SINGLE EVENT**

**Effective 01/01/99 the Dana Farms facilities are available for rent to only residents/homeowners of Dana Farms. All documents required for rental, including this agreement, insurance documents, and checks for payment/deposits, shall be in the resident/homeowner's name. No others will be accepted.**

This Agreement is entered into on \_\_\_\_\_, between Dana Farms Homeowners Association, Inc., a California Non-Profit Corporation ("Association"), and \_\_\_\_\_, ("Renter").

**DEFINITIONS**

1. "Agreement" means this Agreement for rental of Association property as described herein.
2. "Clubhouse" means the Cabana clubhouse structure, including meeting room, kitchen, shower and change rooms, and restrooms.
3. "Picnic Area" means the landscaped picnic and recreation area immediately adjacent to the Clubhouse, but does not include the Clubhouse or Swimming Pool.
4. "Swimming Pool" means the swimming pool facilities adjacent to the Clubhouse and includes the swimming pool, wading pool, surrounding decking, and Clubhouse shower, change rooms and restrooms, but does not include the Picnic Area or Clubhouse other than the shower, change rooms and restrooms.
5. "Renter" means a homeowner in good standing. A member in good standing is defined as a homeowner who is no more than 30 days past due in assessments.
6. "Single Event" means a one time use of the rented facilities as described herein, on a single date, not to exceed the hours from 9:00 a.m. to 12:00 a.m. (midnight). A single event does not include activities which are held for the sole benefit of the Dana Farms Homeowners Association, Inc., or any of its associated entities, such as the Dana Dolphins. This is the most common event held by individual renters.
7. "Resident Use" means the use of the rented facilities as described herein by a homeowner/tenant in good standing of the Association.

**SECTION 1 – TERMS**

1.1 Renter agrees to rent the Dana Farms Clubhouse, for a single event, with the rental terms described below:

**Date of Event:** \_\_\_\_\_

**Time (event hours):** \_\_\_\_\_

**Rental Fee (event hours x \$35):** \$\_\_\_\_\_

**Describe the type of event you are planning** \_\_\_\_\_

---

**Will alcohol be served?** \_\_\_\_\_. **If yes, please read and sign the following:**

**I am planning to serve alcohol at the above mentioned event(s). By signing below I accept full responsibility for all persons related to or associated with the event. I furthermore acknowledge that serving alcohol to anyone under the age of 21 is illegal.**

**Signed:** \_\_\_\_\_

**SECTION 2 – CONDITIONS**

- 2.1 **Reservation Deposit.** A \$35.00 **non-refundable** reservation deposit is required to hold the date the event is scheduled for. Until the Clubhouse Administrator has received this deposit, the scheduling of the event is not official, and can be rented to another interested party. This reservation deposit will be applied toward the rental amount fee balance.
- 2.2 **Rental Fee.** The rental fee shall be paid no later than 48 hours prior to the single event. The amount is based on the amount of time for which the facilities are rented. Should the actual rental time exceed the reserved time, the Renter shall pay the difference to the Clubhouse Administrator at the time the keys are returned.
- 2.3 **Security Deposit.** A refundable deposit of \$200.00, to cover damage and/or cleaning, will be paid to the Clubhouse Administrator no later than 48 hours prior to the single event. The deposit will be refunded only after the rented facilities have been inspected by the Clubhouse Administrator or an authorized representative. Should other than light cleaning be required, or should the facility be damaged by the Renter, or a guest or invitee of the Renter, the cost of cleaning and/or repair will be deducted from the deposit. However, the Association retains the right to recover from the Renter the cost of cleaning and/or repair which exceeds the amount of the deposit. Cleaning required immediately following event, a cleaning

checklist is provided prior to start of event. Clubhouse Administrator or authorized agent will inspect grounds and provide one courtesy call to renter if grounds are found not acceptable. If grounds are not cleaned by 10:00 a.m. the following morning, an \$80.00/hr cleaning charge will be imposed upon the renter. There will be a minimum \$50 "spot cleaning" fee for any noticeable spots/stains in the carpet resulting from the single event.

- 2.4 Cancellation. Should the Renter cancel the reservations at least 48 hours prior to the scheduled single event, the, rental fee balance and security deposit will be returned in total.
- 2.5 Insurance. Renters must provide proof of homeowner insurance showing that the Renter has adequate coverage for all losses, damages, or other liabilities which might occur during, or as a result of, the single event. This certificate may be obtained from the Renter's own insurance agent. It can be mailed or faxed to the management office. In the event there are losses, damages, or other liabilities which exceed the limits of the Renter's insurance, the Renter shall be responsible for the excess.

**THE RENTER IS HEREBY NOTIFIED THAT THE ASSOCIATION DOES NOT PROVIDE LIFEGUARD OR OTHER SECURITY ARRANGEMENTS AND THAT THE RENTER IS SOLELY RESPONSIBLE FOR ANY INJURY OR LOSS OF ANY KIND RESULTING FROM THE USE, WHETHER OR NOT AUTHORIZED BY THIS AGREEMENT, OF ANY OF THE FACILITIES, INCLUDING THE SWIMMING POOL**

- 2.6 Noise Control. No music is permitted after 10:30 p.m. on weekdays or after 11:30 p.m. on weekends. Loud noises of any type, including loud music, which can be heard by residents of homes in the surrounding area, are not permitted at any time during the single event.
- 2.7 Admission Charges. Except for affairs sponsored by the Association, no charge shall be made for admission to any function for which the facilities are rented without the specific prior written authorization of the Association's Board of Directors.
- 2.8 Parking. Parking is available for the events in the parking areas on the corner of Classic Way and Del Trigo.
- 2.9 Association Member's Right of Access. If the Swimming Pool and/or Picnic Areas are being used during times when these facilities are open to the members of the Association, those members will have access to the rented facilities and the Renter's rights shall be non-exclusive. In that instance, the Renter's liability will not extend to those Association members not participating in the single event, except for actions causing any damage or injury by the Renter, Renter's guests, or the participants in the single event.

- 2.10 Adult Supervision. One adult shall be present for the following: every ten persons from the age of 14-18, every five persons from the age of 8-13, and for every three persons under the age of 8 attending the event. An adult is any person age 18 or over. Minor children attending the event shall be subject to adult supervision at all times. When renting the pool, minors are not permitted in the pool unattended by an adult.
- 2.11 Alcohol. The sale is strictly prohibited. Under no circumstances shall minors be allowed to consume alcohol. No glass containers are permitted at the Swimming Pool.
- 2.12 Group Size. For Clubhouse, pool and park rentals, the size of the renting party shall be no larger than the number posted in those corresponding areas deemed safe by the Fire Department.
- 2.13 Attendance. Resident renter must be in attendance at function at all times.
- 2.14 Smoking. No smoking is permitted at any time in the Clubhouse.
- 2.15 Swimming Pool Hours. Notwithstanding the above definition of a single event, all Swimming Pool events must not end later than 8:30 p.m.

### **SECTION 3 – RENTERS COVENANTS**

- 3.1 Renter agrees that, immediately following the single event, the Renter will clean the rented facilities, leaving those facilities in the same condition as before the event. Renter agrees to remove from the interior and exterior of the rented facility all trash generated by the event. Renter agrees that trash will either be removed or placed in plastic bags and deposited in one or both of the trash containers provided by the Association along the Pine Hollow side of the building. Any excess trash must be removed from the premises by the Renter. Renter agrees to lock all doors and windows and complete, sign, and return the provided check list with the keys to the Clubhouse Administrator at the conclusion of the event (or agreed upon time). Renter is subject to \$80/hr cleaning fee if left unsuitable (see 2.3 Security Deposit).
- 3.2 Damage/Injury Report. Should the rented facilities be damaged, or should any person suffer injury during the event, Renter agrees to immediately notify the Clubhouse Administrator. The report of any damage/injury shall not relieve the Renter of liability for such occurrences, if any.
- 3.3 Repair. If, following the event, facility damage is discovered during an inspection by the Association Representative, the Renter will be promptly notified and the Renter agrees to correct the damage (according to the Association's specifications), within fourteen (14) days of notice. The Renter agrees that if corrections are not made within the fourteen days, the Association may arrange for

- 3.4 Indemnification. Renter agrees to fully indemnify and hold harmless the Association and its members from any and all liability arising out of the Renter's use of the rented facilities, including the payment of any attorney's fees or costs required to defend the Association in any legal action.
- 3.5 **The Picnic and Pool Areas cannot be rented and are utilized on a first come first served basis.** The Swimming Pool can, however, be utilized by the renter so long as the number of guests does not exceed two (2) guests per every one (1) household member and agrees to be bound by the Association Swimming Pool Rules and Regulations (copy attached).

#### **SECTION 4 – ATTORNEYS**

- 4.1 In the event the parties become involved in litigation, arbitration, or any legal proceeding arising out of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs.

#### **SECTION 5 – DEFAULT**

- 5.1 Any breach by the Renter of any of the terms and conditions of this Agreement will result in the immediate termination of the single event at the time the breach is determined.

Agreed to, on this date of \_\_\_\_\_

\_\_\_\_\_  
Renter

\_\_\_\_\_  
for Dana Farms HOA, Inc.

Please call the Miramonte Company the week of your event, but no later than 48 hours prior to the event to arrange exchange of keys.

***Dana Farms HOA  
c/o Miramonte Company  
1225 Alpine Road, Suite 206  
Walnut Creek, CA 94596***

***Phone: 925-932-7100***

***Fax: 925-932-7150***