

Tierra Shores Homeowners Association Clubhouse Rental Application

Owner Name: _____

Name of Person(s) using Facilities: _____

Property Address: _____

Mailing Address: _____

Owner Home/Cell Phone#: _____ Work Phone: _____

Contact for Person(s) using Facilities Home/Cell Phone#: _____

Type of Event: _____

Date of Event: (Reservation must be made at least two (2) weeks prior): _____

Number of guests that will be attending: _____ (May not to exceed twenty four (24) per Fire Department)

Times of Event (Set-up and Clean-up times excluded) Start Time: _____ AM/PM - End Time: _____ AM/PM

Person(s) responsible for Clean-up: _____ Phone#: _____

Kitchen Facilities Needed: Yes _____ No _____ Entertainment: Yes _____ No _____ Type: _____

Outside Vendors (Note: All Vendors must be licensed and insured)

Name of Vendor(s): _____ Phone #: _____
 _____ Phone #: _____

*** I have read, understand & agree to the Clubhouse Rules and Regulations and governing documents. Initials: _____

All required fees & deposits must be made payable to: Tierra Shores Homeowners Association

FOR OFFICE USE ONLY:

	Date Paid:	Amount Paid:	Check #/M.O.#:	Amount Returned:	Date Returned:
1. Security Deposit \$250	_____	_____	_____	_____	_____
2. Rental Fee \$25	_____	_____	_____	_____	_____
3. Twenty-four hour (24) Insurance Rider Received: (Two (2) weeks prior to event) Date required:	_____				

Fines Incurred, if any after 2nd walk-through:

- Gate Code posted (\$100)? _____
 - Cleaning fee (\$25 minimum charge)? _____
 - Signs, balloons, and decorations not cleaned up (\$25)? _____
 - Thermostat was left ON (\$25)? _____
 - Additional fines for damages, etc.? _____
- Total amount in fines to be levied and/or collected? \$ _____

Signature: _____ Date: _____
 (Board of Director(s) / Social Committee)

CLUBHOUSE CLEANING AGREEMENT AND CHECKLIST

I, the undersigned agree that I will have a walk through conducted with an Association Representative prior to and following my event. I also agree to the leaning conditions and care of the facilities per the Clubhouse Rules and Regulations and governing documents that were provided to me in addition to the contract. I am aware that these Rules and agreements void any rules and agreements made prior to June 2009. If all conditions are not met, I agree to forfeit a portion and/or all of the **two hundred fifty dollar (\$250)** security deposit and may be subject to additional fines, if necessary.

HOMEOWNER SIGNATURE: _____ DATE: _____

PRINT HOMEOWNER NAME: _____ DATE: _____

BOARD MEMBER / SOCIAL COMMITTEE SIGNATURE: _____ DATE: _____

PRINT BOARD MEMBER / SOCIAL COMMITTEE NAME: _____ DATE: _____

WALK-THROUGH #1- PRIOR TO EVENT:

HOMEOWNER: Please initial the following:

1. I agree that the clubhouse is clean and that the furniture is in its original position per the diagram. _____
2. I agree that the thermostat is turned off and I may be fined **\$25** after the 2nd walk-through if the A/C or heater is found to be left on. _____
3. I agree that the outside BBQ area is clean and the outdoor furniture is in place. _____
4. I agree that I will not post the gate code in any manner and acknowledge that I may be fined **\$100** if I, or any of my party does so. _____
5. I agree that all signs, balloons and decorations will be removed in and around the Tierra Shores property after my event. Failure to do so may result in a **\$25** fine. _____
6. I agree that any damage to carpets, furniture, drapes, window coverings, doors, windows, kitchen appliances, lights, and any other Association property within the clubhouse, restroom facilities and/or common areas will result in an additional fine per the Clubhouse Rules and Regulations and governing documents. _____

Noted Items:

WALK-THROUGH #2- AFTER THE EVENT:

BOARD OF DIRECTORS / SOCIAL COMMITTEE: Please initial the following:

1. The clubhouse is clean and the furniture is in its original position per the diagram. _____
2. The thermostat is turned off. _____ The thermostat was left on. _____
If thermostat was left on, issue **\$25 Fine?** _____
3. The outside BBQ area is clean and the outdoor furniture is in place. _____
4. The gate code was not posted in any manner. _____ The gate code was posted. _____
Issue **\$100** fine for posting gate code? _____
5. All signs, balloons and decorations have been removed. _____ All signs, balloons and decorations have NOT been removed. _____ Issue **\$25 Fine** for decorations not being removed? _____
6. Any damage to carpets, furniture, drapes, window coverings, doors, windows, kitchen appliances, lights, and any other Association property within the clubhouse, restroom facilities and/or common areas? _____ Issue additional fine for damages caused per the Clubhouse Rules and Regulations and governing documents. _____

Noted Items:

HOMEOWNER SIGNATURE: _____ DATE: _____

PRINT HOMEOWNER NAME: _____ DATE: _____

BOARD MEMBER / SOCIAL COMMITTEE SIGNATURE: _____ DATE: _____

PRINT BOARD MEMBER / SOCIAL COMMITTEE NAME: _____ DATE: _____

B. CLUBHOUSE RULES AND REGULATIONS

1. The facilities are for the use of Tierra Shores members who are current in their payment of assessment (dues). The use of the facilities may be restricted by the Board of Directors for violation of the Association's rules, delinquent assessments or deliberate abuse of the recreational facilities or common areas upon a duly noticed and held violation hearing.
2. Reservations must be made at least TWO (2) WEEKS prior to the event date. RESERVATIONS MUST BE MADE BY THE HOMEOWNER in writing, via the management company.
3. The facilities are provided for social functions conducted by owner's groups for members and their guests. Each social gathering must be scheduled on a non-interference basis with other regularly scheduled Clubhouse events and is subject to the approval of the Board of Directors. Political, religious, commercial and sales promotion functions are prohibited. Facility usage is approved free of charge for Tierra Shores endorsed activities, Association meetings and Association sponsored holiday parties.
4. Scheduled Association events have precedence over non-scheduled (reserved) events in any Tierra Shores facility.
5. In accordance with the law in the State of California, no one under the age of twenty-one (21) shall be served any alcoholic beverage while on the premises. If alcoholic beverages are served at a function held in a facility, no minors are to be present without parental permission, and the member renting the facility assumes all responsibility for all conduct of anyone consuming alcohol on the premises while alcoholic beverages are being served and agrees to defend and indemnify the Association in the event a claim is made as a result of member's renting the facility.
6. Rentals are for a **MAXIMUM** six (6) hour block of time with allowance for set-up and clean-up.
7. A reserved function shall conclude by 12:00 MIDNIGHT with a one (1) hour cleaning allowance after the event.
8. The renter shall arrange for all pick-ups and deliveries (if any) to be made the day of the event. Arrangements for entrance into the facility are the responsibility of the resident. All outside furniture arrangements must be made in advance with a staff member. All outside furniture must be removed the same day of the event unless prior arrangements are made with the facility staff.
9. **The renter shall be completely responsible for his/her own set-up and clean-up as per signed contract. FOR ALL RENTALS THE HOMEOWNER IS RESPONSIBLE FOR REMOVING ALL DECORATIONS, FOOD, REFRESHMENTS, TRASH, ANY OUTSIDE FURNITURE THAT WAS BROUGHT IN FOR THE EVENT AND PLACING ALL CLUBHOUSE INTERIOR AND EXTERIOR FURNITURE BACK TO ITS ORIGINAL SETTING. IN ADDITION, THERE WILL BE A "MINIMUM" CHARGE OF FIFTY (\$50) TAKEN FROM THE SECURITY DEPOSIT SHOULD THERE BE A NEED FOR JANITORIAL SERVICES TO CLEAN THE CLUBHOUSE.**
10. A "Certificate of Insurance" is required prior to the time of the reservation. This twenty-four (24) hour insurance binder is mandatory at all events at no additional cost to the Tierra Shores Homeowners Association and names the association additionally insured for the duration of the function. Failure to provide proof of insurance shall be grounds for the Association to revoke approval of use of the facilities.
11. A thorough inspection of the clubhouse, furniture and surrounding areas will be conducted prior to and following the rental. A record of damages will be kept.
12. The renter agrees to be fully responsible for any and all damages caused to the Association's facilities or common areas as a result of the member's renting of the facility. The Association will cause and necessary repairs and impose a reimbursement assessment on the liable member's unit.

13. Residents may be charged for damage to the facility or its contents or for insufficient cleaning. Management will make recommendations to the Board of Directors in writing as to the charges by using as a basis, any repair costs which may be applicable. The current standard charge for carpet cleaning is fifty (\$50) for a partial cleaning and seventy-five (\$75) for a full cleaning. **THESE CHARGES MAY VARY TO INCREASES IN RATES.**

14. If no damages beyond normal wear and tear have occurred, the deposit check will be returned to the resident within two (2) weeks after completion of the function along with a standard form letter and a copy of your signed final walk-thru contract. Damage to any furnishings may result in the replacement costs of that piece.

15. The renter hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises.

16. Management reserves the right to close any of the facilities at any time in order to repair, clean, and maintain the amenities.

17. Functions taking place between June 1st and September 7th must be held completely within the clubhouse due to high facility use by all residents.

18. **THE CLUBHOUSE MAY NOT BE RENTED OUT ON THE FOLLOWING HOLIDAYS:**

- New Year's Eve;
- Memorial Day;
- Fourth of July;
- Labor Day; or
- Two (2) weeks prior to any HOA scheduled Holiday Event.

19. The maximum number of guests allowed in the clubhouse room is **twenty four (24)**. This is based upon fire regulations.

20. **GATE CODE FINE: A one hundred dollar (\$100) fine will be incurred by the renter of the facility if the entrance gate code to Tierra Shores is posted in any manner.** It is the responsibility of the resident to open the gates upon arrival of their guests or vendors and to make sure they can be contacted by their parties upon entering the facilities.

21. **THERMOSTAT FINE:** The thermostat must be turned **OFF** upon completion of event. If the A/C or heater is found **ON** during the final walk-thru, the renter will be fined **twenty five (\$25)**.

22. **CLEANING FINE:** ANY AND ALL SIGNS, BALLOONS, OR EVENT DECORATIONS IN AND AROUND TIERRA SHORES PROPERTY MUST BE REMOVED UPON COMPLETION OF EVENT. Failure to do so will result in a **twenty five (\$25)** fine.

23. The fines described above, may be imposed in addition to, and not in lieu of, any other fines or penalties that may be imposed for violation of the governing documents.

24. In consideration to nearby residents, music and entertainment must be contained within the room at all times.

25. Rental/Cleaning use fee is as stated on contract. A **two hundred fifty dollar (\$250)** security deposit is also required and collected at the time of booking. Payments are to be made to the **Tierra Shores Homeowners Association** and must be in the form of a check or money order. Payments will only be accepted from the property Owner.

Payments must be forwarded to and received by Management prior to any event.

26. NO portable BBQ's are allowed with the exception of an "Association" function.

27. The gates surrounding the pool area **must** remain closed at all times.

28. **SMOKING IN THE CLUBHOUSE OR IN THE COMMON AREAS IS PROHIBITED.**

29. Clean-up must be done the day/night of the function unless special arrangements have been made with management. Please be advised that the renter is responsible for bringing their own cleaning supplies/equipment to the facility.
30. Furniture may be rearranged, but removal from the clubhouse is not allowed. All furniture must be placed back in its original position. A diagram of the furniture set up is provided on the back of the kitchen door for your convenience.
31. All outside furniture that is used must be wiped clean and put back in its original position. Furniture may not be removed from the pool area.
32. All kitchen surfaces, refrigerator, stove and floors must be clean upon completion of event.
33. The barbeque and surrounding areas must be cleaned after use.
34. All trash is to be placed in the outside receptacle. Please use the recycling receptacle as it applies. These are located in the BBQ area.
- 35. ALL DOORS TO THE CLUBHOUSE AND RESTROOMS MUST BE LOCKED PRIOR TO AND UPON COMPLETION OF ANY EVENT.**
36. Tierra Shores Homeowners Association and /or the property management company are not responsible for lost or stolen items.
37. In the event that any of the regulations are violated, or inaccurate information is provided on the application, it is understood that Tierra Shores Homeowners Association reserves the right to cancel the function at any time and deduct any fees incurred by this violation from the homeowner's deposit check.
38. Rental of the clubhouse does not include the exclusive use of the pool/spa or paddle boats.

The Declarant reserves the right to use the facilities to enhance sales and provide community relation programs. Facility usage is also approved for Tierra Shores endorsed activities, (i.e. association meetings, holiday parties, etc.)

REQUIREMENTS AND FEES DUE AT TIME OF MAKING RESERVATION:

- **\$250** Refundable Security Deposit made payable via personal check to “**Tierra Shores Homeowners Association**”
- **\$25** Rental Fee; and
- Insurance Rider with a minimum limit of one million dollars (\$1,000,000) and Endorsement naming the Tierra Shores Homeowners Association as additional insured.

If you would like any further information, please contact the property management company.