

Aegean Heights Homeowners Association

Clubhouse Rental Agreement

Information: Event							
Date of Application:				Date of Event:			
Event Description:							
Start Time:		End Time:		Number of Guests:		Age Range of Guests:	
Phone:			email:				

Information: Resident Reserving Clubhouse				
Name:				
Address:				
Do you plan to serve alcoholic beverages? (please circle)	Yes	No	If yes, see paragraph #6 of this agreement. Your signature acknowledges abiding to provisions therein.	

Information: Homeowner (if different)			
Name:			Phone:

RENTAL FEE: I acknowledge that the \$200.00 Rental fee is non-refundable unless the event is canceled AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE of the reservation date.

KEY RETURN: Failure to return the key or make arrangements to return the key within 24 hours *will* result in a \$20.00 charge per day.

SECURITY DEPOSIT: A deposit of \$500.00 is required to secure Clubhouse reservation. I acknowledge that the \$500.00 security deposit is REFUNDABLE if the facility is left clean with no damages. I further acknowledge that the \$500.00 security deposit is NON-REFUNDABLE if the facility is not left clean or damages are identified. I agree to assume full responsibility to ensure that my guests are aware of and will abide by the rules.

I hereby agree that as a responsible adult Homeowner or Resident of Aegean Heights, I will be present at all times during the event and will be responsible for the conduct of my guests and any and all damages resulting therein. I am aware that NO ALCOHOLIC BEVERAGES MAY BE SERVED WITHOUT PROPER SECURITY.

Clubhouse Rental Regulations

You are encouraged to support these rules and regulations in order to help keep our community pleasurable, maintain property values, keep common area maintenance fees to a minimum, and ensure that the creation facilities are safe.

Remember, it is your responsibility to report offenses that jeopardize our common well-being to the Board of Directors. Reports will be well received and acted upon. The Board of Directors is committed to seeing that the Rules and Regulations will be observed.

1. All facilities must be used under agreements and conditions established by the Board of Directors. The application form for using the facilities can be acquired online at www.aegeanheights.com or from TSG Independent Property management.

The form must be filled out and signed by an Association member who is in good standing with the association. This member must be in attendance at all times during the event, and is responsible for key pickup and return.

2. **The reservation form must be filled out and submitted no later than fourteen (14) days prior to the event** accompanied by the \$500.00 security deposit, and \$100.00 nonrefundable rental fee. Any damage, breakage, or theft that occurs during a private function will be reimbursed to the Association out of the \$500.00 security deposit, if this amount is insufficient to cover the damages, the homeowner/resident executing this agreement will be charged and held liable for the full amount and value of such damage, breakage or theft. **Homeowner/resident further agrees that he/she assumes full responsibility for damages to Clubhouse from the time the Key is accepted by Homeowner to the time the Key is returned to Property Management.**

3. Prior to date(s) of event, Homeowner and Property Management will conduct a "Walkthrough" to identify any damages the Clubhouse has previously sustained so as not to assign responsibility to Homeowner completing this agreement for the event and date(s) requested. A second "Walkthrough" will be conducted by the Homeowner and Property Management to identify any damages to Clubhouse sustained and assigned to the event on the date(s) requested. If there is a dispute as to assessment of damages, then the matter will be presented to the Board of Directors and they shall have full authority for determining settlement costs.

4. Arrangements must be made to return the key(s) to the clubhouse within 24 hours of the event. Failure to return the key or make arrangements to return the key within this 24 hour window, will result in a charge of \$20.00 per day until the key is returned, these charges will be deducted from the \$500.00 security deposit.

5. Facility hours are: Sunday through Thursday: 9:00 A.M. to 11:00 P.M. The only exception will be when the following day is a holiday. Then the hours will be the same as for Friday and Saturday. Friday and Saturday: 9:00 A.M. to 1:00 A.M. All music on Friday and Saturday must cease at 11:00 P.M.

6. **ALCOHOLIC BEVERAGES MAY BE SERVED ONLY with the following provision. If you plan to serve alcohol, you must state this in your application, make arrangements for a security guard to be present and show proof of this at the time the clubhouse key is picked up. This is mandatory per new laws. A fine in the amount of \$200.00 may be assessed and/or forfeiture of your deposit if you are not in compliance with this rule.**

7. Loud and boisterous conduct shall not be permitted and at the discretion of either the adult resident sponsor or Board of Directors, the function may be stopped, guests asked to leave and some or all security deposit may be forfeited. Music must be confined to the clubhouse interior and should not disturb residents within immediate Clubhouse surroundings.

8. Youth activities should include 1 adult per 10 minors age 12 and under. Two on-premises chaperons must accompany activities for ages 13 through 20.

9. You will need to bring with you are cleaning supplies, can opener, broom, trash bags, and all other supplies appropriate to your event. A **microwave oven, refrigerator, chairs and tables are provided.** All other supplies are to be furnished by the homeowner. Trash is to be bagged, removed from the Clubhouse and taken home.

10. Make sure all facility switches are turned "**OFF** (including lights, heat/air-conditioning and any and all appliances that may have been used). **Securely lock all doors when leaving as the Clubhouse is your responsibility.**

11. The Board of Directors reserves the right to amend these Rules and Regulations at any time.

12. No pets are permitted in Clubhouse at any time, for any reason or for any occasion.

ACKNOWLEDGMENTS: I hereby acknowledge that I have read the Rules and Regulations for Clubhouse Rental and further acknowledge that I agree to abide to same. I further acknowledge that this agreement is exclusively for Clubhouse utilization only and no other portion of the Recreation Center neither the pool nor wading pool will be used by me or my guests at any time. I acknowledge that violations of said rules could result in a fine as determined by the Board of Directors.

**TWO SEPARATE CHECKS FOR \$200.00 AND \$500.00 PAYABLE TO:
AEGEAN HEIGHTS HOMEOWNERS ASSOCIATION (AHHA)**

**MAIL SIGNED FORM TO:
AEGEAN HEIGHTS HOMEOWNERS ASSOCIATION (AHHA)
C/O Ronald Bryant
27129 Arroyo, 1802
San Juan Capistrano, CA 92675
949-481-0555**

Note: The check for \$500 will be retained and not be deposited until such time as the second walkthrough is completed. If no damages are identified, then check will be returned to Homeowner.

I AGREE TO COMPLY WITH ALL RULES AND CONDITIONS STATED ABOVE.

Signature: Date:

Print Name: Property Address: