

GLENOAK HILLS COMMUNITY ASSOCIATION
USE OF FACILITIES AGREEMENT

- 1). Which facility will you be using?
Clubhouse_____ Horse Arena_____ Tennis Courts_____
FROM: Date_____ Time:_____ TO: Date:_____ Time_____
- 2). Reason for use of facility_____
Number of people attending event:_____
Maximum capacity of clubhouse is 149 (113 for the meeting room and 36 for the lobby).
No events open to the general public are allowed.
No commercial, profit making, or fundraising events are allowed.
- 3). Responsible party_____ Contact Number During Event _____
Responsible party MUST be a Member of GlenOak Hills Community Association.
Responsible party MUST be in attendance for the entire event.
Responsible party MUST supervise all activities, setup, teardown, cleanup, and return keys and checklist to management upon completion of event.
There are to be no nails, staples, tacks, etc. on any clubhouse walls, posts, or beams.
NO BLOW-UP JUMPS are allowed on the premises.
Outdoor games must be placed on grass in the playground area, not on clubhouse grass.
NO ATV'S or other off-road vehicles are allowed in GlenOak Hills.
NO SMOKING IS ALLOWED IN THE CLUBHOUSE

*** Any additional cleanup/repair required will be billed to the responsible party***

FOR OFFICE USE ONLY:

- 4). Received \$250.00 Key & Security Deposit:_____
Received \$25.00 Inspection Fee:_____ (Non-Refundable)
(Refundable) Key Set #:_____

Event must be cancelled one business day prior to event otherwise \$25.00 Inspection Fee will not be refunded

RELEASE AND WAIVER:

IN CONSIDERATION OF BEING PERMITTED TO USE THE FACILITIES DESCRIBED HEREIN, RESPONSIBLE PARTY, FOR HIM/HERSELF AND ON BEHALF OF HIS/HER HEIRS, EXECUTORS, ADMINISTRATORS AND ANY MINOR OR OTHER PERSON FOR WHOM HE/SHE MAY COMMENCE AN ACTION OR PROCEEDING, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE ASSOCIATION OR ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, AND INSURERS (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY BASED ON, ARISING OUT OF OR OCCURRING IN CONNECTION WITH THIS AGREEMENT, USE OF THE CLUBHOUSE, INCLUDING TRAVELING TO OR FROM OR ATTENDING THE EVENT; SUCH LIABILITY SHALL REFER TO AND INCLUDE ALL PAST, PRESENT OR FUTURE CLAIMS, DAMAGES, ACTIONS AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, INCLUDING CLAIMS BASED ON THE ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES AND/OR WRONG DEATH, BODILY INJURY,

ILLNESS OR PROPERTY DAMAGED SUSTAINED BY RESPONSIBLE PARTY. RESPONSIBLE PARTY HEREBY EXPRESSLY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS AND BENEFITS WHICH HE/SHE MAY HAVE, IF ANY, UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542. CALIFORNIA CIVIL CODE SECTION 1542 READS, IN FULL, AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

INDEMNIFICATION/DEFENSE/HOLD HARMLESS:

RESPONSIBLE PARTY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, ATTORNEYS, EMPLOYEES, AND INSURERS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS), EXPENSES, LOSSES, DAMAGES, CLAIMS MADE OR LIABILITIES ASSESSED AGAINST THE INDEMNIFIED PARTIES, FOR ANY INJURY OCCURRING TO, RESPONSIBLE PARTY, HIS/HER GUESTS, INVITEES, LICENSEES, FAMILY MEMBERS, TENANTS, AND THE LIKE, OR TO ANY EQUIPMENT OR PROPERTY, OR TO ANY THIRD PARTIES, AT OR IN ANY WAY IN CONNECTION WITH THE EVENT.

RESPONSIBLE PARTY HAS READ AND AGREES TO THE FOREGOING RELEASE, WAIVER AND INDEMNIFICATION/DEFENSE/HOLD HARMLESS PROVISIONS AND AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THIS AGREEMENT, HAVE BEEN MADE OR WILL BE HONORED.

THE GLENOAK HILLS COMMUNITY ASSOCIATION, ITS BOARD OF DIRECTORS AND ITS MEMBERS SHALL BE HELD HARMLESS FOR ANY INJURY OR LIABILITY ASSOCIATED WITH MY EVENT. I FURTHER UNDERSTAND THAT I MAY FORFEIT MY DEPOSITS, AND MAY BE CHARGED ADDITIONAL COSTS SHOULD THE FACILITIES NOT BE LEFT IN PROPER CONDITION AFTER MY EVENT.

**I must place all furniture in proper placement as pictured in the Lobby Map ____ (Initial)
I must lock all doors after my event ____ (Initial)**

I understand this reservation is not valid until a Confirmation Letter has been received. I understand both the inspection fee check and deposit check will be processed for payment upon receipt.

I have read and agree to all the terms and conditions set forth above.

Responsible Party Print Name: _____ Date: _____

Responsible Party Signature: _____

Address: _____

Telephone Number (best number to reach you during your event): _____

GLENOAK HILLS COMMUNITY ASSOCIATION
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NO COMMERCIAL OR OPEN TO THE PUBLIC EVENTS

Article 6.02 of the CC&Rs, states in part;

“...6.02 Prohibited Operations and Uses. The following operations and uses are prohibited:

(f) Community auctions and sales yards

In addition, Item #9 of the Fines Policy states the following:

“Should an activity be held “within the Association which is open to the general public, such as auctions, garage sales, yard sales, fundraisers, etc.”; a hearing will be scheduled before the Board of Directors and a \$250.00 fine may be imposed. (CC&R, Article VI, Section 6.02 (f))”

I have read and agree to the information above and confirm that the event is not a commercial or open to the public event.

Responsible Party Print Name: _____ Date: _____

Responsible Party Signature: _____

Address: _____