

AURORA HEIGHTS OWNERS ASSOCIATION

CLUBHOUSE RENTAL APPLICATION

NAME: _____

ADDRESS: _____

HOME TELEPHONE NO: _____ CELL NO: _____ EMAIL: _____

TYPE OF EVENT: _____

DATE REQUESTED: _____ NO. OF GUESTS: _____

START TIME: _____ FINISH TIME: _____

TOTAL DAYTIME RENTAL HOURS: _____ TOTAL NIGHTTIME RENTAL HOURS: _____

ENTERTAINMENT: YES NO TYPE OF ENTERTAINMENT: _____

I have received a copy of the Rental Guidelines. I understand that in the event that I do not follow any of the regulations, or provide inaccurate information on my application, AURORA HEIGHTS OWNERS ASSOCIATION reserves the right to cancel my function.

SIGNATURE: _____ DATE: _____

OFFICE USE ONLY	DATE DUE	DATE RECEIVED	CHK #	AMOUNT PAID	DATE RETURNED
1. \$350 SECURITY DEPOSIT	Due 30 days prior to event				
2. APPLICATION	Due 30 days prior to event				
3. FORMS (Insurance Rider & waiver)	Due 14 days prior to event				
4. RENTAL FEES: \$150 Cleaning & After-Use Inspection Fee (non-refundable) This fee does <u>not</u> include hauling & dumping of trash.	Due 14 days prior to event				

****Failure to remove your trash and trash bags from the clubhouse after your event, will result in the Association deducting the costs (from your security deposit) to contract someone to haul and dump your trash****

AGREEMENT TO USE RECREATIONAL FACILITIES

PREAMBLE

THIS AGREEMENT TO USE RECREATIONAL FACILITIES (hereinafter referred to as the "Agreement") is being entered into on _____, 20__ by and between **AURORA HEIGHTS OWNERS ASSOCIATION** (hereinafter referred to as the "Association"), a California nonprofit mutual benefit corporation, and _____ (collectively referred to as "Owner"), an individual or individuals. Owner and Association are referred to herein individually as the "Party" and collectively as the "Parties."

RECITALS

- A. The Association is a community association, as defined in California Civil Code Section 4080, formed to govern, control and manage various common areas and approximately ____ residences existing within the Association located in Fallbrook, California.
- B. Owner is the record Owner(s) of real property located within Association, commonly defined as _____, Fallbrook, CA.
- C. Owner is a member of the Association and is bound to comply with the restrictions and requirements set forth in the Association's Governing Documents. Those Governing Documents include, among other items, the Association's "Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Ovation at Aurora Heights" recorded in the Official Records, County of San Diego, as Document No. 2018-0517688 (hereinafter referred to as the "Declaration").
- D. The Association, as a common interest development, has dedicated certain real property as Association Property, as defined in Article I of the Association's Declaration and has installed various improvements thereon, including, but not limited to recreational facilities (hereinafter referred to as the "Recreational Facilities").
- E. Owner desires to hold an Organized Event on the Recreational Facilities. For purposes of this Agreement, the term Organized Event shall mean and refer to an event to be held by Owner on _____, 20__, in or on the Recreational Facilities, with approximately (____) people in attendance.
- F. The Association desires to permit Owner the ability to utilize the Recreational Facilities for the purpose of holding the Organized Event, subject, however, to the terms and conditions outlined in this Agreement.
- G. The Parties now wish to enter into this Agreement to define the Parties respective rights and obligations hereto.

NOW THEREFORE, the Parties hereby agree as follows:

TERMS AND CONDITIONS

- 1. **Adoption of Recitals.** The Parties acknowledge the accuracy of the Recitals above and hereby adopt and incorporate each as the basis for this Agreement.
- 2. **Owner's Obligations.** Owner shall ensure that Owner, Guests, and any other invitee(s) conduct themselves in compliance with the Association's Governing Documents. **Owner shall be required to procure (if Owner does not already have) and maintain an insurance policy covering Owner, Guests, and any other invitee(s) for bodily injury and property damage as a result of the use of the Recreational Facilities. Owner shall name the Association as an additional insured and shall provide Association with evidence of the same prior to the Organized Event.** If Owner retains any vendors for the Organized Event (collectively referred to as "Vendor"), Owner shall require, as part of his and/or her contract with Vendor, that Vendor: (1) procure and maintain comprehensive general liability insurance, (2) name the Association as an additional insured, and (3) provide evidence of the same prior to the Organized Event.
- 3. **Damage to the Recreational Facilities.** In the event that any portion of the Recreational Facilities are damaged or destroyed by any negligent or malicious act or omission of Owner, Guests, or any other invitee(s), Owner shall be responsible for the cost of repairing such damage in accordance with the CC&R's of the Association's Declaration. Any increase in insurance payable by the Association as the

For guest navigation purposes, the Clubhouse Building Address is: 3101 Jicarilla Drive, Fallbrook, CA 92028

result of damage by any negligent or malicious act or omission of Owner, Guests, or any other invitee(s), shall also be paid by Owner. The Board shall have the power to levy a Special Assessment, as defined in the CC&R's of the Declaration, against Owner for the cost of repair(s) or for an amount equal to any such increase in premium.

4. **Owner's Breach.** In the event that Owner breaches any terms, conditions or requirements of this Agreement, or any provision contained within the Association's Governing Documents, said breach shall, at the Association's election, subject the Owner to discipline pursuant to the CC&R's of the Association's Declaration, which may include suspending Owner's right to use the Recreational Facilities.
5. **Indemnification.** Owner shall indemnify and hold harmless the Association, its officers, directors, agents, employees, Members, and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees, expert witness fees, and court costs) relating to personal injury and/or property damage, arising out of or resulting in whole or in part from Owner's, Guests', or other invitee's use of the Recreational Facilities, and/or from the breach of any term of this Agreement.
6. **Entire Agreement.** This Agreement is the only Agreement between the Parties with respect to the subject matter of this Agreement and, with the exception of any applicable provisions of the Governing Documents binding upon Owner, any other agreements, understandings, or representations between the Parties with respect to such subject matter are superseded and terminated by this Agreement. This Agreement may be amended only by a written instrument executed by all Parties. This Agreement may be executed in counterparts.
7. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
8. **Effect of Waiver.** The waiver by any Party of a breach of any term, promise, or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same, or any other term, promise, or condition. The failure by either Party to enforce any right for a period of time shall not constitute a waiver of such right or any term, promise, or condition of this Agreement.
9. **Attorneys' Fees.** If any action or proceeding is instituted by any person to enforce or interpret the provisions hereof, the prevailing party in such action or proceeding shall be entitled to recover from the other Party or Parties its costs and expenses incurred in connection therewith, including without limitation, reasonable attorneys' fees and the costs and expenses of litigation.
10. **Authorization to Execute.** The Parties identified below represent and warrant that they are authorized to execute and to bind the Parties whom they represent to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement is hereby executed by the Parties hereto, to be effective as of the date of its recordation.

AURORA HEIGHTS OWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

HOMEOWNER(S)

Dated: _____

AURORA HEIGHTS OWNERS ASSOCIATION: CLUBHOUSE

RENTAL GUIDELINES

A. Clubhouse:

1. The Clubhouse is restricted to reserved times only. The Clubhouse will be locked and only made available for use when rented.
2. Reservations. Residents may reserve the Clubhouse for their personal use only. Residents must be in good standing with Aurora Heights Owners Association at the time of making the reservation. The following guidelines apply:
 - a. Reservation of the Clubhouse does not include the use of pool, spa, tot lot, barbeques, benches, park area or outside patio area/poolside. At no time can the pool, spa, tot lot, barbeque, benches, park area, outside patio/poolside area be reserved by residents.
 - b. A Resident who desires to reserve the clubhouse must also execute the "Agreement to Use Recreational Facilities" and the Clubhouse Rental Application. The Resident making the reservation must be present during the entire period for which the room was reserved.
 - c. The Clubhouse may not be rented on Super Bowl Sunday, Easter Sunday, Passover, Fourth of July, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day.
 - d. Tenants who wish to reserve the Clubhouse must have the Owner (on title) of their home complete and sign the Clubhouse reservation form which is turned in at the time of the reservation.
 - e. In order to hold a reservation, the rental fees and deposits are due at least 30 days in advance of the confirmed reservation. (**Section Clubhouse Rental Application for applicable rental fees.**)
 - f. The facilities must be reserved no less than thirty (30) days in advance, and may be reserved no more than one-hundred eighty (180) days in advance, unless approval is granted.
 - g. Only low tact blue masking tape is allowed to secure decorations in the Clubhouse. Thumbtacks, nails, pushpins, or any other instrument that would damage the walls or furnishing is strictly forbidden.
 - h. The maximum capacity of the clubhouse is fifty-eight (58) persons as posted in the clubhouse.
 - i. Smoking is NOT allowed within the Aurora Heights Owners Association Facility or any other portion of the Facility.

AURORA HEIGHTS OWNERS ASSOCIATION: CLUBHOUSE
RENTAL GUIDELINES

- j. Open flames are not permitted at any time anywhere on the Aurora Heights Owners Association property (i.e. candles, tiki torches, tea lights, etc.)
- k. All musicians, D.J.'s, equipment, stereos, and speakers, must be confined within the clubhouse and not audible outside the confines of the Clubhouse building.
- l. All music and audio must be turned off, and not audible outside the Clubhouse building, no later than 10:00 P.M.
- m. Reservable hours, including set-up and clean-up times, are from 8:00 A.M. to 10:00 P.M.
- n. The Aurora Heights Owners Association Board of Directors and Chartered Committees have the right to reserve the Clubhouse to conduct Community Association business and functions and are exempt from fees.
- o. Regularly scheduled Aurora Heights Owners Association functions have priority over Residents.
- p. If a homeowner wishes to have third-party vendors at his or her event while renting the clubhouse, that vendor must add the association as an additional insured for the date of the event.
- q. Each residence is allowed one (1) weekday rental and one (1) weekend rental per month. Fridays are considered weekend rentals.
- r. Keys are to be picked up from the Management office (PRIME ASSOCIATION SERVICES, 27290 Madison Avenue, Suite 300, Temecula CA, 92590, 951-335-8563. Management office hours are Monday through Friday 9:00 A.M. to 5:00 P.M. one (1) business day prior to the event and the keys must be returned to the same location the next business day the Management Company is open. If the keys are not returned by noon the next business day, the renter will be automatically charged a \$25.00 late fee for everyday the key is not turned-in to Management. If keys are not returned three (3) business days after the event, the Association will rekey the clubhouse doors and will deduct the expense from the rental deposit or placed directly on the account. Late fees, for returning the clubhouse keys late, will be deducted from his or her deposit or placed directly on the account.
- s. Owners who are delinquent will have their privileges suspended, including not being able to rent the Facility.

AURORA HEIGHTS OWNERS ASSOCIATION: CLUBHOUSE RENTAL GUIDELINES

- B. Clubhouse Rental Fees:** The following are refundable provided cancellation notice (in writing to the corresponding management team members) is given fourteen (14) days prior to the reservation date; otherwise, it is non-refundable. The fees are below:

Rental fees:

After-Use Cleaning & Inspection Fee	\$150.00
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Failure to remove your trash and trash bags from the clubhouse after your event, will result in the Association deducting the costs (from your security deposit) to contract someone to haul and dump your trash

Security Deposit:	\$350.00
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(Security deposit is due at time of reservation. Deposit will be returned within 30 days after verification of no damages or no additional cleaning is necessary. Should additional cleaning be necessary, a minimum charge of \$150.00 will be automatically deducted from the deposit. Costs to remedy damages to the facility will be deducted from the deposit or charged as an assessment if greater than the deposit.)

Only checks made payable to Aurora Heights Owners Association will be accepted.

1. Refund of the Deposit is Subject to:
 - a. Damage to any portion of the Aurora Heights Owners Association Recreational Facilities or its contents by Residents, or guests.
 - i. Check Clubhouse beforehand to make sure that it is in order. If the clubhouse does not appear to be in order, please contact management and document it with pictures which are to be emailed to your management team.
 - ii. No debris or trash is to be left anywhere outside of the Clubhouse.
 - iii. All decorations must be removed.
 - iv. Trash and trash bags must be removed from the clubhouse after your event. The after-use cleaning and inspection fee does not include removal of trash. Failure to dispose of your trash will result in the Association deducting the costs (from your security deposit) to contract someone to haul and dump your trash.

AURORA HEIGHTS OWNERS ASSOCIATION: CLUBHOUSE RENTAL GUIDELINES

C. Clubhouse Rental Guidelines:

1. The Clubhouse is for the use of Residents and their guests and may be restricted by the Board of Directors for:
 - a. Delinquent in Aurora Heights Owners Association dues
 - b. Violation of any of the Policies and Guidelines or governing documents
 - c. Deliberate abuse of the Recreational Facilities
2. The Clubhouse may not be used for commercial purposes. Products (other than those provided by Aurora Heights Owners Association vendors) may not be sold in the Clubhouse or in any Designated Facility for the profit of any individual or commercial enterprise.
3. Activities may be offered in the Clubhouse, provided:
 - a. The class is registered with Aurora Heights Owners Association.
 - b. The class is open to all Residents.
 - c. The class is attended only by Residents and their guests.
 - d. Each Residence is allowed a maximum of two guests.
 - e. There is no cost charged to the Residents or their guests.
4. Furniture must not be removed from the interior of the Clubhouse. Furniture may be moved within the Clubhouse; however, the renter will incur a **\$25.00 service charge taken from the deposit if the furniture is not returned to its original position at the close of the event.**
5. Alcoholic beverages are not to be sold, served, or consumed in the Clubhouse or any portion of the recreational premises.
6. The Resident shall arrange for all pick-ups and deliveries to be made the day of the event.
7. The Resident shall be completely responsible for set up prior to the reserved event.
8. All events must end no later than 10:00 P.M.
9. Aurora Heights Owners Association is not responsible for personal items that may be lost or stolen.
10. The Clubhouse renter is fully responsible for his/her guests.

Clubhouse address for guest navigation purposes/invitations:

3101 Jicarilla Drive
Fallbrook, CA 92028