

**FOXMOOR PROPERTY OWNERS ASSOCIATION
CLUBHOUSE RENTAL PROCEDURES AND POLICIES**

Adopted by the Board of Directors Resolution –December 13, 2006

- 1. Policies subject to change.** These policies and procedures for use of the Clubhouse are adopted and approved on December 13, 2006. These policies and procedures are guidelines only, subject to review and modification by the Board of Directors **FOR EACH INDIVIDUAL APPLICATION**. Prior approvals for events or rentals of a similar nature, or prior fees charged; do not waive the Board's rights to withhold approval, to change the fee structure or to modify liability insurance requirements for any application.
- 2. Priority Use.** Priority use for the clubhouse is established for association meetings and functions. Owners in good standing may reserve the Clubhouse for **Personal Social Events**, up to six (6) months in advance. Personal Social Events include receptions, dinners, ceremonies and parties. Personal Social Event applications shall describe the event in detail and the owners' relationship to the person(s) for whom the event will be held. The clubhouse shall not be reserved for commercial or profit making events or meetings. Owners are required to be present at **all times during the room set up, rental event and room clean up**.
- 3. Application, Insurance, Indemnification.** All reservations shall be made using the Foxmoor Clubhouse Application Forms. All information shall be completed on the application form. Incomplete Forms shall not be accepted or processed. Owners agree to full acceptance of all policies, procedures and conditions for use. Owners shall agree to indemnify and hold harmless the Association, its officers, directors, agents and manager from any and all claims, liability, property damage or injury arising from the rental and use of any and all association property and facilities. Owners are responsible for providing an insurance binder with a minimum of one million dollars (\$1,000,000) naming **Foxmoor Property Owners Association as additional insured**. Applications shall not be processed or rentals scheduled until insurance coverage is complete. The association may at its sole authority determine that patrol service is required for the event. Owner agrees to prepay for guard service as determined by the association.
- 4. Decorations, Furniture, Equipment.** Staples, tacks, tape or nails shall not be attached to the building. All decorations shall be completely removed after use. Flammable materials including candles and open flames are prohibited. Association keeps limited furniture in the building. Owners shall return association furniture to the storage closet after use. Rental furniture shall be removed by 9:30 AM the day following the event (including weekends). Stove, oven, microwave, garbage disposal, dishwasher and refrigerator shall be left clean and in operating condition. Plumbing fixtures shall be left in an operating condition.
- 5. Set Up, Tear Down and Cleaning.** Set up shall not occur earlier than stated on the application. Weekend set up, tear down and cleaning shall be required to be completed in the time specified. Weekend rentals are usually scheduled every day and cooperation from all applicants is essential.
All decorations, trash and debris, remaining food shall be completely removed from the premises. The association does not provide trash cans or trash removal. Owners shall bring trash receptacles for use from home. Trash is not permitted in the pool deck trash containers. Rental furniture shall be removed from the floor by 9:30 AM the day following the rental (it may be temporarily stored on the grass behind the patio slab). Owners shall clean kitchen, vacuum and sweep floors. Owners shall be charged a cleaning fee for restrooms and detail cleaning after each rental.

6. **Deposit. Security** Deposit as established in the application shall be paid and submitted with the rental application. The Security Deposit shall be refunded within four weeks after the rental, less deduction for any excess cleaning or damages to the premises. One-half of the deposit shall be forfeited in the event of cancellation within two weeks of the event, if not re-rented. Failure to comply with the posted rules will result in a security deposit deduction. Deposit amounts and withholds shall be published in the Rental Application and are subject to change at any time for reason of the Board.

7. **Keys.** Keys shall be returned to the Emmons Company office within three business days after the event. \$200.00 shall be withheld from the deposit for failure to return keys within three days.

8. **Other Policies.** Owner shall comply with all Federal, State and Local laws and regulations that may apply to use of the facilities. There is **NO Smoking** in the clubhouse, restrooms, and pool deck or patio area. If alcoholic beverages will be sold on the premises, the owner shall provide the association the appropriate State of California, Alcohol Beverage Control permit. Foxmoor POA shall have no responsibility for any items left on the premises before, during or after the event. **Use of the pool deck and swimming pool is not included in this application.**

My signature below acknowledges that I have read, understand and agree to these Clubhouse Rental Policies and Procedures. I have been provided a copy of the procedures for my use and provided the opportunity to ask questions regarding the Clubhouse Rental Policies and Procedures, Rental Application, Rental Fees and Security Deposit.

Owner _____ Foxmoor POA _____
Address _____ Date _____
Home Phone _____
Work Phone _____