

## **CLUBHOUSE AGREEMENT**

This Agreement is made between **Landmark Yorktown Community Association** (Association) and \_\_\_\_\_ (User) a member of the Association who resides at \_\_\_\_\_ Huntington Beach, CA.

User has requested the use of the Clubhouse owned by the Association. In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

User has provided a refundable \$200 deposit and a nonrefundable \$50 usage fee (separate checks) in advance of a reserved event. The Association hereby grants to User permission to use the Clubhouse for his/her personal use on \_\_\_\_\_ from \_\_\_\_\_ until 10 p.m. (Includes setup time).

The User understands that Clubhouse rental is for the Clubhouse only. The pool may not be reserved for private parties. The following rules are considered to be part of this Agreement:

1. Clubhouse Hours: Events may begin after 9 a.m. and must end by 10 p.m.
2. User must be 21 years of age or older
3. User must be In attendance at the event at all times.
4. User will monitor all guests at the event and will be fully responsible for their conduct and safety.
5. Noise will be kept to a minimum so the residents adjacent to the pool are not disturbed. No yelling, loud radios, running, or rowdiness are allowed in the pool area. The pool and spa must be kept open for the use of all residents. Upon receipt of a complaint of disturbing other residents, a warning will be given. In the case of a second complaint during the same event, a Board member will order the event shut down and the deposit forfeited.
6. User and guests must obey all pool and spa rules (attached).
7. Alcoholic beverages will not be served to anyone under 21 years of age. Alcoholic beverages may not be sold at any time. All beverages in the pool area must be in unbreakable containers. Alcoholic beverages will not be consumed in the pool or spa.
8. Furniture may not be removed from the Clubhouse Building. Pictures and wall ornaments may not be taken from the walls. Folding tables and chairs stored in the Clubhouse may be used directly outside the Clubhouse and must be returned to storage.
9. User is responsible for all damage done by his/her guests, both In the Clubhouse and the entire complex.
10. The posted capacity of the Clubhouse shall not be exceeded at any time.
11. The Clubhouse, including the BBQ and bathrooms, must be cleaned and restored to the original state no later than noon of the day following the event. Cleaning procedures as posted must be completed. All trash resulting from Clubhouse use must be removed from the Clubhouse and pool area and disposed of by the User.
12. The Clubhouse keys must be returned to the Clubhouse Coordinator.
13. User is responsible for scheduling an inspection by the Clubhouse Coordinator to determine the cleanliness and undamaged state of the Clubhouse after the event. If: in the opinion of the Association, any of the above rules are not followed, the \$200 deposit will be forfeited. If any damage exceeds the deposit, additional expenses will be assessed on the User's Association bill.

Signature hereon denotes agreement with all of the above terms and conditions.

User Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **LYCA Rules For Use of Association Pool & Spa**

Use is responsible for the conduct and safety of their guests in the pool and spa area. Violation of these rules may result in a fine and/or loss of pool/spa privileges.

#### **Pool and Spa Hours: (unless otherwise posted)**

Sunday-Thursday: 8:00 a.m. -10:00 p.m.

Friday -Saturday: 8:00 a.m. -11:00 p.m.

**No after-hours usage is allowed.**

#### **NO SMOKING IS ALLOWED IN THE POOL & SPA AREA**

1. The use of the pool and spa is expressly limited to residents of the Community and their invited guests (limited to no more than 6 per unit). **Guests may use the facilities only when accompanied by a resident adult host (18 Years or older).**
2. House guests on an extended stay are considered members of the household and may use Community facilities unaccompanied, subject to L YCA Rules and Regulations, only if they are 18 years of age. Prior to such guests using pool facilities, the resident must notify the Pool Committee Chairperson.
3. Children under the age of 14 are not allowed in the pool area without a resident adult (18 years or older) in attendance. (Orange County Environmental Health Public Pool Safety Regulations)
4. Children under the age of 14 may use the spa only if accompanied by a resident adult (18 years or older).
5. At **no** time shall there be any yelling, or loud noise, disturbance, or any other activity creating a nuisance or a dangerous situation such as running or pushing in the pool, pool area, or spa. Audio volume from any source shall be kept low, so as not to disturb others in the pool area, or residents living adjacent to the pool. Earphones are suggested.
6. Residents and guests must keep the pool and spa open for use by others. Games such as volleyball and other activities interfering with the use of the pool by others are prohibited.
6. Safety must be exercised at all times. The buddy system is recommended for all swimmers at all times. No one should swim alone, and special care must be taken for the safety of small children.
7. Inflatable objects for small children are permitted in the pool. Surfboards, Styrofoam floats, large Inflatables, or other large objects longer than two (2) feet are not allowed.
8. Pool furniture and other accessories shall not be removed from the pool area.
9. All gates must be closed and latched at all times. Keys should not to be left in the latch, and gates are not to be propped open.
10. Climbing over the gate and the fences is not permitted. Trespassing and violations will be reported to the police. Violation fines may be assessed.
11. Pool keys are not to be duplicated or loaned to a non-resident. Replacement of a lost key may be purchased for \$100.00 from Classic Property Management. Each unit in the complex is entitled to one key only.
12. For health reasons, anyone subject to involuntary natural bodily functions (e.g. infants) Is not permitted in the pool or spa without proper, snug fitting leg openings. Persons with communicable health problems that might be transmitted via water are not to use the pool or spa.
13. Pets are not allowed in the pool/spa area.
14. Consumption of alcoholic beverages in the pool or spa is not allowed for health and safety reasons.
15. No glassware or glass bottles are allowed in the pool or pool area. Unbreakable containers are permitted. Food Is allowed in the pool area, but not in the pool or spa itself.
16. Upon leaving the pool area, all paper/plastic products, trash, and all items brought with the pool users must be removed from the pool area.
17. The BBQ must be cleaned after every use.
18. Only persons dressed in customarily acknowledged swimwear are allowed in the pool or spa (no cutoff pants).
19. The shower and bathrooms must be used in a responsible manner, i.e. turning shower/faucets off after each use, keeping areas clean, etc.
20. The Board of Directors of the L YCA reserves the right to deny use of the pool, pool area, and spa to anyone at any time.

### **LYCA RULES FOR USE OF CLUBHOUSE AND RECREATIONAL FACILITIES**

1. Clubhouse facilities are primarily for educational, social, cultural, and recreational programs. Such use is for residents and their guests only. Residents shall be subject to, and comply with, all of the Community Restrictions as defined in the CC&R's. The facilities are to be available on a first come, first served basis.
2. Use of the clubhouse shall not be for personal profit, business related activities, directly or indirectly, or personal gain unless specifically approved in writing by the Club House Coordinator.
3. Use of the clubhouse does not give requester "exclusive" use of the pool and spa area.
4. Requests for use of the Clubhouse shall be submitted to the Club House Coordinator at least twenty four (24) hours in advance of the event. Applications, using the current form, must be accompanied by a \$200.00 deposit. There is also a \$50 non-refundable usage charge.
5. Legal occupancy limit: 35 persons
6. Opening/Closing times: 9:00 a.m. -10:00 p.m.
7. Prior to use, the requester should check the clubhouse. If not found clean, it is your responsibility to Inform the Club House Coordinator prior to use.
8. Alcoholic beverages can be brought in and served, provided the consumer is not charged in anyway.
9. A resident, age 21 or older, shall be the host for the serving of alcoholic beverages from such service. Under no circumstances shall the Association provide or serve alcoholic beverages at club house functions.
10. Cleaning the clubhouse is the responsibility of the requester and must be completed by noon of the day following use. Tables and chairs shall be left in the arrangement as they were found.
11. The requester is liable for any damage to the clubhouse and its appliances. A replacement charge will be levied for broken dishes, coffee servers or missing Items, etc., from the \$200 deposit or If the cost is over \$200, assessed to the owner's Association account after a hearing with the responsible owner prior to any assessment of damages.
12. If, upon Inspection by the Club House Coordinator, it is found that additional cleaning is required, the requester will be notified and given the opportunity to clean the facility. If it is not cleaned within 24 hours following such notice, the LYCA may apply the deposit to the required cleaning charges.
13. No chairs, tables, or other furniture, appliances, or supplies may be removed from the club house for personal use. 14. Toilets and sinks in the recreational and Common Areas shall not be used for any purpose other than that for which they were constructed. Any damage and I or repair costs resulting from misuse is the responsibility of the unit owner.

### **RESPONSIBILITIES**

1. It is the responsibility of the L YCA Board of Directors to enforce the Community's rules. The Board Is authorized to, and may, take disciplinary action against any resident and I or owner for any breach of these defined rules or regulations. The Board shall determine the response time based on the violation or type of violation.
2. Owners are responsible for the actions of their renters / lessees and their guests.
3. Each infraction of the Rules and Regulations differs from any other. Therefore, the amount of time allowed to correct such Infractions may also vary. Thus any letter from L YCA and/or the property manager detailing the infraction will also indicate the length of time allowed for responding to the request for removing the Infraction. For example, an infraction that may be a safety threat may be required to be remedied immediately. For others, the length of time may be longer.
4. Enforcement procedures may include any or all of the following, but not limited to:
  - a. Written notification of a violation.
  - b. A fine, not to exceed \$50.00 for the initial violation. The second violation of the same rule will result in a \$100 fine; the third violation, \$200.00.
  - c. Repeated infractions may cause the Board to take legal action against the violator.

5. Before any disciplinary action is taken or a fine levied, (other than ongoing architectural or safety violations) an owner shall be entitled to a hearing before the Board of Directors upon personal service or written request, between seven (7) and fourteen (14) calendar days after service or mailing notice of the time and place thereof and the nature of the violation. The owner shall have the right to appear at said hearing in person to present evidence on his/her behalf. The owner may give their authority (with written authorization) to the renters/lessees to appear on the owner's behalf.
6. Decision by the Board of Directors shall be made in 'executive session' by a majority vote of those members present and voting. A quorum of 3 members shall be sufficient for a vote. Notice of the decision shall be mailed to the resident and/or owner within fifteen (15) days of the decision.
7. Failure to pay any fine within fifteen (15) calendar days after imposition thereof as noted by the date of the notification letter shall constitute a separate additional violation and may result in legal action.
8. In addition to the remedies specified, herein, the cited owner shall be liable for any LYCA attorney fees, court costs and collection costs Incurred in enforcing these rules and regulations.