

K Hovnanian's Four Seasons at The Ranch Community Association

Events Pavilion Reservation Checklist

A description of what must be included when returning the application is below. The following items must be submitted at least **fourteen (14) days prior** to the desired rental date. A resident's reservation will not be considered confirmed and final until the Association's community manager has received and approved each of the following:

- ☐ Events Pavilion Reservation Form
- ☐ Events Pavilion Use Agreement
- ☐ Statement Regarding Alcoholic Beverage Use
- ☐ Check for Hourly Rental Fee (\$50 per hour) & Event Security Guard (\$30 per hour)
- ☐ Check for Rental Deposit (\$300), Refundable
- ☐ Resident insurance policy showing coverage and Association as additional insured. Vendor insurance policy must show coverage for K Hovnanian's Four Seasons at The Ranch Community Association, K. Hovnanian Homes, and Seabreeze Management Company as additional insured(s).
- ☐ An appointment to set up a personalized event gate code for private event guests.
- ☐ An appointment to conduct a walkthrough.

Events Pavilion Reservation Form

Return Form to:

Bill Walton

Bill.Walton@seabreezemgmt.com

Resident Information:

Name: _____ Address: _____

Best Phone Number: _____ Email Address: _____

Event Information:

Date: _____ Day of the Week: _____

Start Time: _____ (allow for set up) End Time: _____ (allow for clean-up)

Number of Hours (Minimum of 4 hours and a Maximum of 8 hours): _____

Type of Event: _____ Number of Guests: _____

☐ This event will have a DJ and/ or Music

☐ This is a charity event

Security Guard Fee (For all Events) <i>Security has a minimum charge of four hours; All events include a minimum fee for four hours.</i>	\$30 Hourly Beginning the Second Hour of The Reservation <i>(No security for the first hour to accommodate setup.)</i>
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Insurance Information

*The reserving resident must provide proof of insurance naming K Hovnanian's Four Seasons at The Ranch Community Association, K. Hovnanian Homes, and Seabreeze Management Company as additional insured to the reserving resident's homeowner's personal liability insurance policy with \$300,000/\$300,000 individual/aggregate liability limits. Proof of this insurance rider is required to be provided to the Association and the Management Company **14 days prior** to the event.

Will Alcohol be Served: ☐ Yes or ☐ No

If yes, will a licensed caterer be serving? ☐ Yes or ☐ No

Liability Insurance Waiver Received? ☐ Yes or ☐ No

Required Payments & Documents (HOA Staff fills this portion):

Received by Assoc (Initials)	Description
	Events Pavilion Reservation Form
	Events Pavilion Use Agreement
	Statement Regarding Alcoholic Beverage Use
	Rental Fee <i>(Payable to K Hovnanian's Four Seasons at The Ranch Community Association)</i>
	\$30 per Hour Security Guard Fee <i>(Payable to K Hovnanian's Four Seasons at The Ranch Community Association)</i>
	Refundable Security Deposit <i>(Payable to K Hovnanian's Four Seasons at The Ranch Community Association)</i>
	Resident insurance policy showing coverage and Association and other applicable parties as additional insured.
	Vendor insurance policy showing coverage and Association and other applicable parties as additional insured(s) <i>(if applicable)</i>

Statement Regarding Alcoholic Beverage Use

Will any form of alcohol be served at the subject event? ☐ Yes or ☐ No

Regarding alcoholic beverage use, I acknowledge and agree to abide by the following:

1. This event shall be attended by myself and my personal guests.
2. I shall provide adequate controls to ensure that all persons served alcoholic beverages are at least 21 years of age.
3. No one who is obviously intoxicated will be served or be allowed to consume alcoholic beverages.
4. Intoxicated guest(s) will not be permitted to drive home when departing Resident's function.
5. I assume full responsibility for all guests on the Premises.
6. I shall abide by California laws regarding the use of alcoholic beverages, including but not limited to the following provisions:
 - a. It is illegal to sell alcoholic beverages (including beer and wine) in California without a valid license from the Department of Alcoholic Beverage Control. (Business and Profession Code § 23300).
 - b. A prohibited sale would include forms of indirect sale, such as selling tickets or chips which may be exchanged for drinks or other methods of charging that are determined by the number of drinks served to an individual.

- c. It is a misdemeanor to sell, furnish or give away any alcoholic beverage to any person under the age of 21 years. (Business and Professions Code § 25602).
- d. It is a misdemeanor to sell, furnish or give away any alcoholic beverage to any obviously intoxicated person. (Business and Professions Code § 25602).
- 7. Resident's Failure to Comply: If ANY of these conditions in Paragraphs 1 through 7 are not complied with, Resident's Community Facilities privileges will be taken away indefinitely, and Resident will be responsible for any fines, lawsuits, liabilities, claims, and damages associated with Resident's failure to comply.

Signature: _____ Date: _____

Print Name: _____

Address: _____

Events Pavilion Use Agreement

In consideration for use of the K Hovnanian's Four Seasons at The Ranch Community Association Events Pavilion ("**Community Facilities**") for the above-described event, the undersigned Resident ("**Resident**") hereby agrees as follows:

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

Resident acknowledges and agrees that Resident has read, understands, and agrees to abide by all terms, conditions, and restrictions of the current K Hovnanian's Four Seasons at The Ranch Events Pavilion Reservation Policy, which terms, conditions and restrictions are hereby incorporated herein by reference. Resident agrees that he/she will be present at all times during the above-described event and that Resident is responsible for and will exercise control over Resident's guests such that other residents are not annoyed, harassed, or inconvenienced in their homes or while using the outside facilities (i.e., pool and outdoor areas). _____(Initial)

Resident shall ensure that Resident, Resident's guests, and any other invitee(s) conduct themselves in compliance with the Association's Governing Documents. Resident shall be required to procure (if Resident does not already have) and maintain an insurance policy covering Resident, Resident's guests, and any other invitee(s) for bodily injury and property damage as a result of the use of the Community Facilities. Resident shall name the Association, K. Hovnanian Homes (for so long as K. Hovnanian Homes owns any property in the Community) and Seabreeze Management Company as additional insureds and shall provide Association and the Management Company with evidence of same prior to Resident's use of the Community Facilities. If Resident retains any vendors for the event (collectively referred to as "Vendor"), Resident shall require, as part of his/her contract with Vendor, that Vendor: (1) procure and maintain comprehensive general liability insurance, (2) name the Association, K. Honanian Homes (for so long as K. Hovnanian Homes owns any property in the Community) and Seabreeze Management Company as additional insureds, and (3) provide evidence of the same prior to the event. _____(Initial)

Resident acknowledges and agrees that his/her use of the Community Facilities is non-commercial in nature and is purely for the pleasure of Resident and his/her guests and that neither Seabreeze Management Company ("**Seabreeze**"), K. Hovnanian Homes ("**K. Hovnanian**"), nor K Hovnanian's Four Seasons at The Ranch Community Association ("**Association**"), nor each of their respective officers, directors, members, employees, agents, or contractors has assumed any responsibility for, nor shall they have any liability for, the actions or inactions of Resident and his/her guests and invitees for any injury, damage or loss any person may sustain while using the facility in connection with or as a result of any activity, including consumption of alcoholic or other intoxicating substances, engaged in while using the Community Facilities. _____(Initial)

Resident on behalf of himself/herself, his/her heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby waives and releases Seabreeze Management Company, K. Hovnanian Homes, K Hovnanian's Four Seasons at The Ranch Community Association, and each of their respective officers, directors, members, employees, agents, and assigns from any claims which Resident, his/her guests, invitees, and vendors now have or may hereafter have which are related in any way to any loss, damage, or injury that may be sustained in connection their use of the Community Facilities or other Association Property or as a result of any activity, including consumption of alcoholic or other intoxicating substances, engaged in while using the Community Facilities or other Association Property. Resident understands and agrees that the foregoing waiver and release extends to all such claims which now exist, or which may arise in the future, whether or not such claims are known to Resident or his/her guests and invitees, and Resident hereby expressly waives his/her rights under California Civil Code 1542, which provides as follows:

Resident agrees to indemnify, defend and hold Seabreeze Management Company, K. Hovnanian Homes, and K Hovnanian's Four Seasons at The Ranch Community Association and each of their respective directors, officers, members, employees, contractors, agents, and assigns harmless from and against any and all claims, demands, costs, expenses or liability (including but not limited to reasonable attorneys' fees, expert witness costs, and court costs) for any damage, loss, injury, or death, arising from the use of the Community Facilities and other Association property, including the buildings and sidewalks adjoining the same, by Resident and Resident's guests and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. Resident agrees to pay Association in full and promptly upon demand for any and all loss of and damage to Association's property caused by or arising out of the use of Association's facilities by Resident and/or Resident's guests and invitees. Resident's lack of applicable insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Resident in fulfilling such obligations shall not relieve Resident of the indemnification and defense obligations set forth herein. _____(Initial)

The resident acknowledges that areas of facilities are equipped with closed circuit video monitoring systems, and that no reasonable expectation of privacy exists in any of these areas. Resident further acknowledges that the Association has not undertaken the responsibility to provide security to Resident, any member of Resident's household, any tenant of Resident, or any of their guests or invitees. _____(Initial)

Signature: _____Date: _____

Print Name: _____

Address: _____