

Facility Rental Application – Creekside

<u>Available</u>

Hours: Monday – Saturday 4:00 p.m. – 11:00 p.m.

Sundays 10:00 a.m. – 11:00 p.m.

All standard reservations are for (6) hours minimum. You may not book a reservation earlier than 4:00 p.m. Monday-Saturday and 10:00 a.m. on Sundays. All standard reservations are for (6) hours minimum. Additionally, your event must conclude by the rental end time indicated on your reservation; which includes the

cleaning of the facility.

***Any hours beyond (6) are charged for additional fees (pricing enclosed).

Clubhouse Address:

1331 S. Creekside Drive, Chula Vista, CA 91915

Rental Fees: Clubhouse & Patio Patio ONLY

\$350 – Usage Fee \$350 - Deposit \$150 – Event Monitor \$150 – Event Monitor

\$850.00 – TOTAL \$500 – TOTAL

Both the rental fee and deposit are cashed. Deposit refunds after your event will

take 4-6 weeks to process.

Maximum

Occupancy: Clubhouse & Patio – 150 people

Patio ONLY - 85 people

Insurance

Requirements:

I. A current certificate of liability insurance with a minimum coverage amount of

\$500,000.00. Temporary Binders will not be accepted.

II. Additionally, your certificate must also include the following:

- **A.** EastLake III Master Association, 1331 S. Creekside Dr., Chula Vista, CA 91915, must be named on the certificate as additionally insured.
- **B.** Endorsement must indicate coverage for the date of your event.
- C. Minimum coverage amount of \$500,000.00.
- **D.** Certificate must indicate use for Clubhouse rental.

If your insurance carrier cannot provide event insurance, you may use one of the following websites to obtain a one-day event insurance policy:

www.privateeventinsurance.com, www.theeventhelper.com#r8fwzf, and www.eventsured.com

Our office must receive the insurance certificate ten (10) days in advance of your event.

Reservations must be received by Management no less than (30) days prior to the event. Reservations are on a first come first served basis. Our office cannot 'hold' an event. Events will only be booked upon receipt and approval of a completed application packet, along with the rental and deposit fee.

If you wish to add or change hours to your reservation, any changes must be received no less than (30) days prior to your event, by the person listed on the contract.

Creekside Facility Rental Application

	Received on:	Received by:	Cancelled Eve	ent On:
	Fees: Rental Fee Amount	Deposit Amount		Event Monitor:
	Assessments (date of booking):	Assessments (wee	ek of event):	Insurance:
	Refund Amount Requested: \$	Refund Processed:	:/	By:
Hom	neowner: Tenant: _			
Ever	nt Date:	Rental Time: Sta	art	End
Patio	ONLY Clubhouse & P	atio		
Nam	ne:			
Addı	ress:			
Ema	nil Address:			
Pho	ne Number(s) Home:		Cell:	
Туре	e of Event:	Number of Gue	ests:	
Nam	ne of Caterer (if applicable):			
Will	there be alcohol served at th	is event? YES NO		
Wha	at kind of entertainment (if an	y) will take place at this ev	vent?	
resp	ny signature below I acknow onsible for any violations of or my invitees.	_	•	•
Men	nber's Printed Name			
Men	nber's Signature			Date

Creekside Facility Rental Terms and Conditions

The following Rules and Regulations apply to all users of the Creekside Facility. Please note that all EastLake III Master Association Rules & Regulations apply as stated below and in your CC&R's. The Creekside Facility is provided for the exclusive use of EastLake III residents only and will not be made available for use by the general public or any outside organization(s). All events must be hosted by a <u>current</u> association resident. If it is determined that a non-resident or outside organization has hosted an event, the security deposit will be immediately forfeited. The resident host must be in attendance for the entire event and is responsible for the pre and post inspection walk, security of the event, all guests, and the leased portion of the facility. Also, all association dues must be current in order to reserve the facility. Rental does not include pool or spa. The EastLake III Board of Directors requires the following guidelines be followed:

- A. <u>Security Deposit:</u> The Association may, for any of the following, retain a portion or all of the security deposit for:
 - 1. Damage to the facility, its contents and/or common areas, by members or guests.
 - 2. Violations of any of the Community Rules & Regulations.
 - 3. Any cleaning required after the conclusion of your event, such as the removal of food, trash, or decorations. 'Conclusion' of the event refers to any time after your scheduled rental end time. This cleaning will incur a charge of \$100 per hour.
 - 4. Violating any of the Rules noted below in this agreement.
- B. Reservations and payments are to be handled at the Association onsite office, during business hours only. The office is located at 1331 S. Creekside Drive, Chula Vista, CA 91915.
- C. Cancellations **must** be in writing, received from the person on the contract only. Cancelled reservations received (30) days prior to the event date shall receive 100% of their security deposit. Cancellations made less than (30) days prior shall receive 50% of their security deposit back. *If you wish to add or change hours to your reservation, any changes must be received no less than (30) days prior to your event.*
- D. Insurance is **required** of all events whether or not alcohol is being served. The office must receive your event's insurance certificate ten (10) days in advance of your event. Failure to provide such documentation will result in the cancellation of your event and forfeiture of deposit and fees.
- E. Your event must <u>end</u>, including clean up, no later than your scheduled rental end time. No exceptions. Therefore, arrangements should be made with your guests and vendors to accommodate the timeframe.
- F. If renting the Clubhouse, furniture may be moved within the Clubhouse, but not stacked. All furniture, including plants and other décor must remain **inside** the Clubhouse at all times. Do NOT drag furniture across the tiles. All furniture must be placed in its original location at the conclusion of your rental.
- G. Host must arrange and be present for all pick-ups and deliveries (if any) to be made on the day of the event. No deliveries/pick-ups will be permitted the day before or the day after your event. You must make arrangements during the hours of your Clubhouse rental only. Please plan accordingly.
- H. Host must bring all cleaning supplies including but not limited to, broom, dustpan, sponges, dish towels, dish soap, extra trash liners, cleaning wipes, etc. These items are NOT supplied.

- I. Grilling or frying foods is not permitted inside of the Casita. Heating food is permissible. Taqueros are permitted when renting the patio area, with propane grills only. Food vendors are limited to your rental area only- and are not permitted to set up in the parking lot.
- J. Private party signs and decorations are allowed in reservation areas but NOT on the main gates.
- K. No glitter, streamers, confetti, poppers, etc. are allowed.
- L. All rental furniture, food, trash and decorations must be removed at the conclusion hour of your event. When decorating, please use ONLY scotch tape. Do not use nails, duct tape, staples, tacks, or masking tape.
- M. No pets are allowed within the boundaries of the facilities at all times, including the inside and outside areas of the Clubhouse, with the exception of uniformed service animals.
- N. Smoking is prohibited within the boundaries of the facilities at all times, including the inside and outside areas of the Clubhouse. Residents may smoke outside the facility (i.e. parking lot).
- O. In accordance with California State Law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at a function held in the facilities, no minors are to be present without parental permission.
- P. Amplified music/DJ/live band/microphone are permitted. Music is to be kept at a reasonable level so as not to be heard in the parking lot or street in consideration of nearby residents at all times. All amplified music must be off no later than 10pm no exceptions.
- Q. No smoke machines may be used inside the Clubhouse. (often used by DJs)
- R. The fireplace is for decorative purposes only and is not functionable.
- S. Jumpers/bounce houses/carousels are allowed on the grass area outside the Casita only. Residents are responsible for providing their own generators to power said equipment. The outlets in the clubhouse and Casita are not suited for powering any devices that require large amounts of electricity, and any damage from tripping the breakers will be taken from the deposit.
- T. Facility reservations **do not** include use of the pool or spa. Therefore, you or your guests may not use any of these facilities in conjunction with your reservation. This includes guests attending your event who may be community residents.
- U. The Clubhouse may not be used as an income-producing venue. No charging fees of any kind or selling of items or services will be allowed when renting the Clubhouse unless approved by the Board of Directors.
- V. All reservations for parties of young adults under the age of 18 must have adult supervision at ALL TIMES.
- W. Charcoal BBQ's, open fires, candles, pony rides, tiki torches, and carnival type activities (ie petting zoos) are prohibited. Free standing tents (not staked in the ground) are permitted. No tents or covers are permitted to be attached to the building's structure.
- X. Set up for the event may not begin earlier than 4:00 p.m. Monday Saturday and 10:00 a.m. on Sunday. You cannot set up a day before your event, drop off food, etc., so please plan accordingly.

- Y. The Clubhouse is available for use by EastLake III Association homeowners OR their assigned tenants, who are current with assessment dues. The use of the facilities by a homeowner or assigned tenant may be restricted by the Board of Directors for violation of the Association's rules, delinquent assessments, unpaid fines, or abuse of the recreational facilities or common areas.
- Z. All trash from the event is to be removed and placed in dumpsters in the parking lot area. Please be sure to break down boxes, etc. and ensure trash is not overflowing or left on the ground in the enclosure. The Event Monitor will provide the code for access to the dumpsters. Host is responsible for guests leaving their event. No trash should be left in the parking lot or in the common area.

No gates are to be propped open except for the gate located at the north side of the Clubhouse. This gate may be propped open for loading and unloading only; otherwise, the gates must remain closed for the duration of the event.

By my signature below I acknowledge that I am hosting this event and that I have read, understand and agree to comply with all of the above Rules and Regulations.

Member's Signature:	Date:

Cost for Additional Hours

\$35.00 per hour after the 6th hour \$50.00 per hour after the 8th hour

7th hour - \$35.00 extra

8th hour - \$70.00 extra

9th hour - \$120.00 extra

10th hour - \$170.00 extra

11th hour - \$220.00 extra

12th hour - \$270.00 extra

13th hour - \$320.00 extra

EastLake III – Creekside Facility Insurance Notes

The following outlines provide specific information on the association's insurance requirements for rental of the Clubhouse facilities.

- **I.** A current certificate of liability insurance with a minimum coverage amount of \$500,000.00. Temporary Binders will not be accepted.
- **II.** Additionally, your certificate must also include the following:
 - A. The EastLake III Master Association, 1331 S. Creekside Drive, Chula Vista, CA 91915, must be named on the certificate as additionally insured.
 - **B.** Endorsement must indicate coverage for the date of your event.
 - **C.** Minimum coverage amount of \$500,000.00
 - **D.** Certificate must indicate use for Clubhouse rental.

We recommend you obtain the required insurance certificate as soon as possible. Some certificates require revisions before they can be accepted. Many certificates are not accepted due to missing or incorrect information. An acceptable certificate could take over two weeks to obtain depending on the response of your insurance agent.

In consideration of potential liability issues, management cannot intervene in a homeowner's insurance matters. If you are having difficulty in obtaining the required certificate and/or endorsement you may want to provide your agent with a copy of this and the following page as a reference.

In no case will an application be accepted without the required insurance documentation.

EastLake III Master Association Additional Insured Endorsement Information

WHAT ARE THE INSURANCE REQUIREMENTS?

The EastLake III Master Association requires that any eligible Member or resident who wishes to rent the facilities for a private function obtain and submit an "Additionally Insured Endorsement" naming the EastLake III Master Association as Additionally Insured on their Homeowners Insurance Policy for the date of the scheduled event. Additionally, the policy must have a minimum of \$500,000.00 of liability coverage. The policy must specifically name the "EastLake III Master Association, 1331 S. Creekside Drive, Chula Vista, CA 91915" as Additionally Insured. NOTE: Some insurance certificates may use the "Policy Holder" format. In these cases, the "EastLake III Master Association, 1331 S. Creekside Drive, Chula Vista, CA 91915" will be shown as the "Policy Holder" and the Policy Holder will be named as Additionally Insured. This is an acceptable format.

WHAT IF MY INSURANCE AGENT OR CARRIER DOESN'T OFFER THE ENDORSEMENT?

Depending on your insurance agent and carrier you may or may not be able to obtain this endorsement. While it is the goal of Management to be able to approve every application and submission for use of the facilities we sometimes see a potential host unable to obtain the required endorsement. If you happen to find yourself in this type of situation we have the following options to offer you as alternative ways to meet the association's requirements:

- We will accept a policy from anyone. If you have a friend, relative or even a neighbor who is willing to allow you to use their policy and can obtain the endorsement, we will accept it.
- You carrier may be willing to write a one day "Special Event" policy which allows for the required endorsement.

Please keep in mind that while the Management team is here to assist you, for obvious reasons we cannot involve ourselves in your attempts to obtain the required endorsement. If you are having difficulty in obtaining the endorsement please do not request assistance from Management. We are simply unable to intervene in your personal insurance matters.

WHY MUST I OBTAIN AN ADDITIONALLY INSURED ENDORSEMENT ON MY INSURANCE POLICY WHEN I RENT THE CLUBHOUSE?

This policy is standard within most homeowners associations. It is a requirement of your association's insurance company, and legal counsel is adamant that the association be protected from liability. When a private entity rents the clubhouse, they are bringing as many as 70 guests into your community's clubhouse. Although most community members are very responsible, this is not always the case. What if there is drinking, or a fight erupts and somebody gets injured? What if a child wanders off and drowns? All too horrible to even contemplate, but it happens...and unfortunately, when it does happen, there is typically a lawsuit filed. Who do you think is going to get sued if a private policy is not in place? That's right, the Association (you). Is it fair to the entire association to take on the liability for a private function? If the association does not require members to take responsibility for their private functions on common area property, they open the entire membership up to excess liability. How would you feel if your assessment rate went up to cover legal and/or insurance fees brought on by an individual who didn't even invite you to their party? Please remember that your Board is in place for the protection of the entire association. In carrying out their fiduciary responsibility, sometimes they must make decisions that are contrary to individual wants and desires. However, if you take a moment to step back and look at the big picture, I think we can all agree that these policies are responsible, reasonable and in the best interest of the entire community.