

AGREEMENT FOR USE OF CLUB ROOM & BARBEQUE (BBQ) AREA AND SECURITY DEPOSIT

THIS AGREEMENT is made and entered into this _____ day of _____ by and between MISSION PARK HOMEOWNERS ASSOCIATION, INC. a California non-profit corporation (hereinafter referred to as 'THE ASSOCIATION') and _____ owner or resident of a home at Mission Park (hereinafter referred to as 'Member').

- A. THE ASSOCIATION is the owner and entity charged with maintaining and regulating the use of the common areas at Mission Park, including the Club Room and Barbeque Area.
- B. MEMBER is a member or tenant of a member of THE ASSOCIATION by virtue of ownership of a home at Mission Park and desires to utilize the Club Room and Barbeque Area in accordance with the regulations applicable thereto. All tenants must supply a letter from the homeowner that the Tenant may rent the Club Room and/or Barbeque Area. A copy of the lease or rental agreement between Tenant and Owner must be on file with the Association prior to use of the Club Room and/or Barbeque Area.

NOW, therefore, it is agreed by the parties hereto as follows:

1. **Use of Club Room and Barbeque Area:** MEMBER is hereby granted the right to use the Club Room and Barbeque Area on _____, from _____ o'clock until _____ o'clock. (Maximum of 6 hours)

- A. The use of the Club Room/Barbeque area expressly does not include the use of the pool area.
- B. Clubhouse and Barbeque area will be rented for a maximum of six (6) hours (request for rental more than six (6) hours must be cleared by the Board of Directors and accompanied with a reason in writing).

2. **Security Deposit:** THE ASSOCIATION hereby acknowledges receipt of three (3) deposit checks totaling \$550.00: one for \$300.00 to cover possible damages to the Club Room and Barbeque Area and another for \$50.00 for cleaning deposit and an additional \$200 check that will be forfeited if the pool gate is propped open. The full amount of the deposit will be refunded provided that all items on the checklist below are completed.

The Room or Area shall be inspected after rental and any costs incurred to clean up or repair the Club Room required to put the Club Room/BBQ Area back into the same condition prior to rental shall be deducted from the deposit. Some of the key areas of inspection are outlined below in the "Club Room/Barbeque (BBQ) Area Inspection Checklist".

Club Room/Barbeque (BBQ) Area Inspection Checklist:

- A. Clubhouse and BBQ furniture cleaned and returned to its original locations.
- B. Doors to the Clubhouse locked.
- C. Clubhouse and BBQ area cleaned and free from stains and damages.
- D. Charcoal and ash removed from the BBQ pit.
- E. All trash removed from the pool, Clubhouse and/or BBQ facilities. ALL receptacles in the area emptied.
- F. All lights to the BBQ and Clubhouse turned off.

The Club Room or Barbeque Area is to be in the same condition as it was inspected prior to Rental use. It shall be cleaned, and without any stains, or damage of any type after inspection and if needed, any cleaning or repairs completed, then any remaining unexpended portions of the Club Room/BBQ Area security deposit would be returned to the user by the ASSOCIATION.

3. **Regulations Governing Use of Club Room and Barbeque Area:** Member's use of the Club Room/BBQ Area shall be subject to all applicable rules, restrictions and regulations contained in the Declaration of Covenants, Conditions, an Restrictions for Mission Park; the Rules for use of the Club Room adopted from time to time by THE ASSOCIATION (a copy of said present rules are attached hereto); the Bylaws of THE ASSOCIATION and any other appropriate and applicable rules and regulations. MEMBER covenants and agrees to conform to and abide by all of said rules and regulations including, without limitation, the following:

- A. MEMBER shall clean the Club Room/BBQ Area (including the removal of all charcoal and ash from the BBQ pit), return all furniture to their original locations, and secure said building following use. MEMBER shall lock the doors of the Club Room and the BBQ Area and turn off all lights after use.

- B. MEMBER shall be responsible for removing all trash incurred during the use of the Club Room and BBQ Area. Pool trashcans are not to be used for Club Room functions.
- C. No bathing attire or towels shall be allowed in the Club Room.
- D. No pets of any kind shall be allowed in the Club Room.
- E. No undue noise shall be allowed in connection with the use of the Club Room so as to annoy residents of Mission Park.
- F. No more than 25 people shall be allowed to utilize the Club Room during a function.
- G. No commercial use shall be made of the Club Room such as charging admission, taking donations to gain admittance thereto, nor shall liquor be sold. (Refer to Rules Governing Use of the Club Room).
- H. Failure to cancel a reservation 7 days prior to the scheduled reservation date will result in the assessment of a \$50.00 fee charged to the homeowner.

MEMBER acknowledges and agrees that compliance with all appropriate rules and regulations is his/her responsibility and any breach thereof by guests, invitee or any other persons shall be the responsibility of the MEMBER.

4. **Violation of Agreement:** Should MEMBER violate any of the terms of the Agreement or of the rules and regulations governing the use of the Club Room, MEMBER shall (following noticed hearing and opportunity to be heard) be denied the use of the Clubhouse for up to twelve (12) months. In addition, MEMBER shall be subject to such other discipline as provided in the Declaration of Covenants, Conditions, and Restrictions for Mission Park Homeowners Association, Inc.

5. **Release of Liability:** “The undersigned assumes complete liability for all his/her guests until the time the guests leave the Mission Park Homeowners Association property damages, including property, bodily injury or any other damages, created by the household or/and his/her guests. In addition, the undersigned assumes all and complete responsibility for any illegal conduct of the household and his/her guest, including the use of alcohol by minors. All liabilities of THE ASSOCIATION are relinquished by signing this form.

6. **Attorney’s Fees:** Should attorneys or arbitrators’ fees be incurred in enforcing this Agreement through litigation or arbitration, the prevailing party may recover attorneys’ fees.

Executed this day and year first written above.

THE ASSOCIATION: MISSION PARK HOMEOWNERS’ ASSOCIATION, INC.

MEMBER: _____

ADDRESS: _____

TELEPHONE: _____

CELLULAR: _____

EMAIL: _____