

CUERNAVACA

HOMEOWNERS ASSOCIATION

Clubhouse Use Agreement

[excludes use of pool area]

(NOTE: This form shall be completed in duplicate with original to Caretaker and copy to "User".)

This agreement is exclusively for the use of the clubhouse only. Rental of the clubhouse does not allow for use of or access to the pool/spa area or the upstairs fitness room or any of the other common area facilities, including the sauna and tennis courts.

- 1) Agreement to Comply: The Cuernavaca homeowner or tenant whose name appears as signer of this agreement agrees to abide by the terms of this agreement and the Cuernavaca HOA clubhouse rental rules in the use of the Cuernavaca clubhouse. This agreement is not to be executed by a proxy or any person other than the responsible user. This agreement is for the exclusive use of the Clubhouse building ONLY (hereinafter referred to as "Clubhouse").
- 2) "User" Defined: The undersigned responsible party (hereinafter referred to as "User") must be a resident of Cuernavaca at the time of the use of the Clubhouse building, must be at least 21 years of age, and must be present in person for the entire event scheduled.
- 3) Use Fee: A non-refundable Use Fee of Fifty Dollars (\$50.00), made by personal check and made payable to CUERNAVACA HOA, is required upon the execution of this agreement.
- 4) Security Deposit and Refund: In addition to the Use Fee, a separate security deposit of Two Hundred Dollars (\$200.00), made by personal check and made payable to CUERNAVACA HOA, is required upon the execution of this agreement. A walkthrough by User and Caretaker will be required before and after each use. If all items are in the same condition as given and the clubhouse has been left thoroughly cleaned and restored to the same condition as when received by User, the security deposit will be refunded within 10 days after the rental. The Caretaker's judgment as to acceptability of condition will govern in all cases.
- 5) The cost of any needed cleaning or the repair of any damage will be deducted from the User's deposit as necessary; however, User agrees to pay any and all amounts over that of the deposit for loss of or damage to Association property in and around the Clubhouse whether caused by User or others during the event scheduled, if such loss or damage exceeds the amount of the deposit. User must restore clubhouse to the condition in which it was received. This includes floors, walls, windows, doors, restrooms, appliances, interior furnishings, and the exterior approaches. Any repairs or cleaning expenses required and not covered by the security deposit will be performed by the Association and billed to and paid by the User.
- 6) Occupancy Limit: Occupancy of the Clubhouse for any event is not to exceed 75 persons for privately scheduled parties and events. Occupancy limit is set by the City of Mountain View and enforced by the Department of Public Safety.
- 7) Use of Alcohol: User assumes sole and complete responsibility as to the use of alcohol and to assure that no alcoholic beverages will be served to persons under 21 years of age, or permitted to be brought into the Clubhouse by persons under 21. If this condition is violated, the event scheduled will be terminated forthwith and future use of the Clubhouse by that User may thereafter be denied by the Board of Directors.
- 8) Disorderly Conduct: There shall be no disorderly conduct or illegal activity conducted in the Clubhouse. If this condition is violated, the event scheduled will be terminated forthwith and future use of the Clubhouse by that User may thereafter be denied by the Board of Directors.
- 9) Hours: Functions must be terminated and the Clubhouse must be completely vacated and locked no later than 12 Midnight Sunday through Thursday nights, and no later than 1:00 a.m. for events scheduled for Friday and Saturday nights.
- 10) Loud Noise: No loud noise or music will be permitted. Reproduction by radio or other sound equipment must be kept within the confines of the Clubhouse at all times. If the event is held at night and music is planned, volume shall be kept low enough to avoid disturbing nearby residents.
- 11) Interior Decorations: Nothing may be attached or affixed to the walls, woodwork, or windows by User. User must gain access for party set-up through the South main door of the Clubhouse, and NOT through the pool area.
- 12) Pets: No pets shall be permitted in the Clubhouse.

- 13) **Parking:** User should instruct Invitees to park vehicles in designated guest parking spaces only. Street parking or in private driveways is prohibited. Vehicles parked in violations of these regulations are subject to be towed at owner's expense.
- 14) **Use Restrictions:**
- a) Use of the Clubhouse shall be for recreation, entertainment and social events only. Use of the Clubhouse is not authorized for private fundraising, promotional or social activities or political gatherings. The Clubhouse shall be reserved exclusively for private use of the residents of Cuernavaca HOA. It is not a public place. "For Profit", business meetings and commercial functions are prohibited and residents may not charge guests any fees. No person shall use the Clubhouse for illegal activity or any activity forbidden by the CC&Rs.
 - b) No recreational or play equipment or structures, including, but not limited to, inflatable bounce houses, are permitted as part of the Clubhouse rental.
- 15) **Prohibited Users:** The Clubhouse may not be rented to:
- a) Owners whose units are currently occupied by tenants.
 - b) Former Cuernavaca homeowners.
 - c) Friends or acquaintances of owners or tenants. No resident may rent the Clubhouse for use by a non-resident.
 - d) Outside organizations not sponsored by a qualified resident or owner.
 - e) Any resident who requests the Clubhouse for a function deemed unacceptable by the Cuernavaca Board of Directors.
 - f) Former Users who have forfeited the right to use through previous violation(s) of the Use Agreement.
 - g) Anyone planning to use the Clubhouse for a commercial venture or charge a fee.
 - h) Any member who is delinquent sixty days or more in the payment of Homeowners Association dues.
- 16) **Trash and Garbage:** The proper stowage of and any charge made for the pick-up of trash and garbage resulting from the event scheduled is the responsibility of User. Garbage pick-up in Cuernavaca is once weekly. Unless the event scheduled is held the evening or day before that weekly pick-up, User must remove trash and garbage or arrange for this to be done the following day at User's expense.
- 17) **Security:** User has sole responsibility for Clubhouse security while in use. User must make certain that all doors and windows are locked and lights and heat turned off before leaving. User agrees to be unconditionally responsible for the clubhouse, its contents and the actions of any and all guests and will provide adequate supervision during the term of the rental.
- 18) **Agreement to Comply and Receipt:** The undersigned prospective User has read and understood the above conditions and agrees to abide by them as they relate to use of the Clubhouse. User further acknowledges receipt of a copy of this agreement and is aware that failure to comply as herein agreed may cause loss of User's deposit as well as withdrawal by the Board of User's future right to use the Clubhouse.

User's Signature	Caretaker's Signature	Date
User's Name	Cuernavaca Address	Date/Hours Reserved

For Caretaker's Use

User's deposit Check # _____ Dated _____ Bank _____

Clubhouse checked after use (Note Condition) _____

Caretaker's Signature _____