

**FIVE CANYONS OWNERS ASSOCIATION
AGREEMENT FOR USE OF CLUBHOUSE**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between FIVE CANYONS OWNERS ASSOCIATION, a California non-profit corporation (hereinafter referred to as "Association") and, an owner-of-record of a residential housing unit in the Five Canyons Owners Association (hereinafter referred to as "Member").

RECITALS

A. Association is the owner and entity charged with maintaining and regulating the use of the common area at Five Canyons, including the Clubhouse.

B. Member is an owner-of-record of the Association (at least 21 years of age) by virtue of ownership of a residential housing unit in the Five Canyons Owners Association and desires to utilize the Clubhouse in accordance with the regulations applicable thereto.

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

1. **Use of the Clubhouse**: Member is hereby granted the right to use the Clubhouse on _____, _____, from _____ to _____ (time). Reservation of the Clubhouse is limited to the interior of the Clubhouse (great room, kitchen and bathrooms) and the enclosed patio immediately adjacent to the Clubhouse only. At no time shall the private function encroach upon other recreational areas of the community (i.e., pool/spa/wading/deck areas, tennis and basketball courts, picnic areas, etc.). The function must be contained within the Clubhouse.

2. **Deposit and Fees**: The fees are as follows:

a. **NON-REFUNDABLE RENTAL FEE—FOUR HUNDRED TWENTY FIVE DOLLARS (\$425.00)** - due with this agreement, which includes mandatory \$40.00 bathroom cleaning/inspection fee.

b. **REFUNDABLE DAMAGE AND CLEANING DEPOSIT--THREE HUNDRED SEVENTY FIVE DOLLARS (\$375.00)** due not later than 14 days prior to event. Rental; fee includes 6 hours from setup through clean-up. Additional hours will be charged at \$25.00 per hour. Note: \$100.00 of this deposit is non-refundable if reservation is canceled within 14 days of reserved date. \$50.00 of this deposit is non-refundable should member fail to keep appointments for inspection with association.

c. The following fee is applicable only to Five Canyons community group events with approved application on file (See Rules for restrictions.):

\$50.00

Member shall return possession of the Clubhouse to the Association in the same condition in which it was found no later than the time and day specified in your confirmation letter. Member shall be required to clean the Clubhouse. Any cleaning or repair charges incurred by the Association shall be deducted from member's deposit and, should said deposit not cover all charges incurred, the balance will be added to Member's assessment account. Deposit may also be withheld if Member is fined as a result of violating Clubhouse rules or if Member fails to keep key and checklist appointments.

(Office use only). The Association hereby acknowledges receipt the following:

Non-refundable Rental Fee: \$ _____ Received by: _____ Date Paid: _____

Additional Hours: _____ Date Paid _____

Due no later than 14 days prior to the event (in 2 separate checks):

Damage/Cleaning Deposit: \$ _____ Received by: _____ Date Paid: _____

3. Indemnification: Member agrees to defend, indemnify and hold harmless Association, and/or Association members, officers, directors, agents, employees and manager from any and all costs or liability, including all attorney's fees, expert fees and all other defense costs, arising out of or related to the use of the clubhouse by Member. This indemnification shall extend to all claims made to the Association. This indemnification shall apply regardless of any active and/or passive negligent act or omission of Association or its officers, directors, members, agents, employees or property manager, or any of them. Member, however, shall not be obligated under this Agreement to indemnify Association for claims arising from the sole negligence and/or willful misconduct of Association.

A waiver of liability will be required. The member must obtain a certificate of insurance from his/her homeowner's insurance policy for a minimum level of \$300,000.00 naming the **Five Canyons Homeowners Association, located at 5150 Recreation Road, Castro Valley, CA 94552 (NOT A MAILING ADDRESS)**, as an additional insured during the rental period.

4. Regulations Governing the Use of the Clubhouse: Member's use of the Clubhouse shall be subject to all applicable rules, restrictions and regulations contained in the Declaration of Covenants, Conditions and Restrictions for The Community Association of Five Canyons; the Rules for Private Use of the Clubhouse Facility as adopted from time to time by the Association (a copy of said present rules is attached hereto); the Bylaws of the Association and any other appropriate and applicable rules and regulations, including local and civil ordinances. Member covenants and agrees to conform to and abide by all of said rules and regulations.

MEMBER ACKNOWLEDGES AND AGREES THAT COMPLIANCE WITH ALL AFOREMENTIONED RULES AND REGULATIONS IS HIS/HER RESPONSIBILITY AND ANY BREACH THEREOF BY GUESTS, INVITEES OR ANY OTHER PERSONS SHALL BE THE RESPONSIBILITY OF MEMBER.

5. **Violation of Agreement:** Should Member violate any of the terms of this Agreement or of the rules and regulations governing the use of the Clubhouse, following notice of hearing and opportunity to be heard, Member shall lose his deposit and, shall 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 the Community Association of Five Canyons.

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

This Agreement is executed the day and year above written. I have read and understand all of the above and attached documents, have initialed each page and agree to the terms thereof. I have submitted, herewith, evidence of liability insurance for this function.

Name: _____

Address: _____

Phone: Day: _____ Eve: _____

Mail this completed contract, the initialed Rules and Regulations, a deposit check payable to Five Canyons in the amount of \$375.00 and a rental fee check payable to Five Canyons in the amount of \$425.00 to:

**Five Canyons Association
P.O. Box 2657
Castro Valley, CA 94546**