

Laguna Niguel, California

Please complete the requested information and mail the form and checks (one check for \$100.00 rental fee, and second check for \$250.00 security deposit, both payable to La Vista) to:

La Vista, c/o Powerstone Property Management 9060 Irvine Center Drive, Irvine, CA 92618 Questions? Contact 949-716-3998 or email nbaratta@powerstonepm.com

DECEDIATION

NAME:	DATE:	
MY UNIT #:	STARTING TIME:	
MY PHONE #:	ENDING TIME:	
MY EMAIL ADDRESS:	NUMBER OF GUESTS:	
DESCRIPTION OF EVENT:		

By signing this you are agreeing to the following rules:

- ➤ The La Vista Clubhouse is available to Owners and Residents of the La Vista Community.
- ➤ The charge for the use of the recreation room is \$100 per 6 hour event
- ➢ <u>A \$250 deposit must be paid</u> prior to the event date, to hold the reservation, and will be forfeited if any of the provisions herein are violated. In addition, if the Association has to clean the room after the party, the owner will lose their deposit. Any checks not honored by the bank with be subject to a \$10.00 service charge and, if not paid upon notice, the charge will be three times the amount of the check, as provided by California law.
- ➤ The facility must be left clean and ready for the next use. All trash must be removed, floors vacuumed and furniture in original position. If necessary, a cleaning charge will be deducted from the deposit.
- ➤ Clubhouse key can be received from the lockbox onsite. A code will be provided by Management before the event. The Clubhouse key must be returned to Powerstone's office within 2 business days of the reservation date and the deposit will be returned once received, provided all conditions have been met.
- No Business or Commercial Activity: The clubhouse is not available for commercial activities.
- Capacity: Room Capacity is 20 people.
- > Use of the facility is granted for the Clubhouse.
- ➤ You will be responsible for your guest and any resulting damage to the La Vista property.
- > Immediate Cancellation Policy: The Board of Directors, its officers and employee's (including the contracted security company) reserve the right to cancel any party at any time no questions asked. If the police are called for any reason, the party is canceled immediately and the \$ 250.00 deposit is forfeited.
- > Alcohol is allowed. No alcohol may be provided to minors. The undersigned accepts all liability and the indemnification provision below applies during and after the



Laguna Niguel, California

party as to any alcohol related accidents or incidents including automobile accidents involving drunk drivers who were allowed to drink alcohol at the party.

- > Smoking. Smoking in the clubhouse is not allowed.
- > Glass containers are not allowed outside of the Clubhouse.
- ➤ Pool Rules must be followed outside of the Clubhouse:
 - ✓ Pool hours are 7:00 am to 10:00 pm
 - ✓ Pool area is for residents and guest only
 - ✓ No alcoholic beverages at the pool
 - ✓ No offensive language
 - ✓ No glass containers in the pool area
 - ✓ No disorderly conduct
 - ✓ No loitering

Familiarity with Rules-Regulations: The undersigned is familiar with the rules and regulations related to use of the clubhouse and related facilities at the Homeowners Association. The undersigned asserts that they will comply with all rules and regulations relating to use of the clubhouse and will immediately report any problems with the facilities that are detected during use of the clubhouse to the Association.

Release of Liability: The undersigned, intending is to be legally bound, does hereby waive and release forever any rights or claims for personal injury or damages which might otherwise arise against the Homeowners Association and its directors, officers, members or employees from use of the clubhouse and related facilities.

Indemnification/Hold Association Harmless: The undersigned, in consideration of being allowed to use the clubhouse and related facilities, agrees to provide liability insurance protection during term of use of not less than (\$300,000.00), indemnify and hold harmless the Homeowners Association, its directors, officers, and members, and their successors and assigns, employees, etc., from any damages sustained as a result of claims, demands, costs, or judgments arising from use of the clubhouse and related facilities. This waiver of claims and indemnification provisions relate to any and all persons who are on the premises during the party and any accidents or incidents that result in claims against the Homeowners Association as a result of the party behaviors and actions.

In the event any legal action is instituted against the Homeowners Association, its directors, officers, or members arising from the use of the clubhouse described herein, the undersigned in addition to damages shall indemnify the Association for any attorney's fees and/or court costs incurred in defending any actions.

Resident or Owner's Signature	Date			
For administrative use only				
Board Approval:	Date:			