

WOODBURY

Facility Rental Co	ntract – COVID
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Woodbury Community Association 108 Lamplighter Irvine, California 92620

Name:	Home Phone Number:			
Email Address:	Cell Phone Number: Rental Date Requested:			
Address:	Rental Date	Requested:		
1. KEY CARD #'s please supply both 2.				
You will have access to the room Sunday through Thursday 10:00 a.m. – 10:00 p.m. and Friday – Saturday 10:00 a.m. – 11:00 p.m.				
Guest arrival and departure time: From:	a.m./p.m	n. To:	a.m./p.m.	
Fees and Deposit Information ***No tables or chairs will be provided in excess of the number of guests specified on the contract*** **Checks received must be issued from the resident on the contract. The fee and deposit will be cashed in order to book the date** If rental date is 3 weeks away from date of renting, we will only accept money order/cashier's check.				
Facility:	Fee for 40 Guests or less	Fee for over 41-75 Guests	Deposit	
Club Room and Courtyard	\$500.00	\$750.00	\$1,500.00	
Courtyard ONLY	\$250.00	n/a	\$1,000.00	
Courtyard ONLY w/ Kitchen	\$350.00	n/a	\$1,000.00	
 Professional COVID Cleaning Fee is required for all rentals. The extra deep cleaning fee will cost \$100.00 for our janitorial company to come and do a thorough cleaning after your event. Additional Insured Endorsement is required for all rentals. General liability in the amount of \$1,000,000 naming Woodbury Community Association and Keystone Pacific Property Management, LLC as additional insured is required. You may go through your own insurance company or you can go to 				
www.privateeventinsurance.com for this policy.				
<u>Security Guards</u> are required for any rental that will be serving alcohol. Minimum of (4) hours required, add an additional fee for (1) security guard - \$100 plus \$25 for each additional hour for the duration of guest arrival and guest departure. Parties with 100 or more guests will require (2) security guards - \$200 plus \$50 for each additional hour (if at the time of your event, guidelines will allow more than 75 guests).				
Facility Requested:	(Clubr	oom/Courtyard or	Courtyard Only)	
Number of Guests: (Chairs and tables will not be given in excess of this number)				
Type of function (birthday party, meeting, bridal shower, etc.):				

TOTAL COST \$ ______ (Add fee, deposit, cleaning fee, security guard if applied) *Insurance not included – <u>CHECKS WILL ONLY BE ACCEPTED FOR PAYMENT.</u>

Check all applicable boxes: Alcohol

For more information please contact the Recreation Director at (949) 451-1650 or email <u>kstephenson@keystonepacific.com</u>.

Woodbury Rental Information

*Max Occupancy for Clubroom/Courtyard – 75 Guests *Max Occupancy for Courtyard Only – 40 Guests

Equipment Provided with Rental: A maximum of 150 chairs, 20 eight-person round tables and 10 rectangular tables are available as part of the rental price. However, please be advised that all of this equipment may or not be available on your desired date and no additional tables and/or chairs will be provided in excess of the maximum setup capacity for the room(s) rented.

Clubroom is 41.10' X 32.6' Courtyard is 80' X 80'

Courtyard Outlets – the two trees closest to the clubroom and two trees closest to the fireplace have power at all times. The four trees in the center of the courtyard have outlets that will turn on with the timer for courtyard lighting. Please ask the office staff if you have any questions or concerns.

Tables in Clubroom: 60" diameter (sits 8) Tables in Courtyard: 42" diameter (sits 4) Buffet Tables: 6 feet long

RECREATION FACILITIES RENTAL CHECKLIST – FOR RESIDENT USE ONLY

- Completed and signed Recreation Facilities Reservation Form
- ____ Signed Recreation Facilities Agreement
- Check made out to Woodbury Community Association for appropriate reservation fee and deposit.
- Submitted Copy of Additional Insured Endorsement for General Liability in the amount of \$1,000,000.00 naming Woodbury Community Association and Keystone Pacific Property Management as additional insured (must submit a minimum of 30 days prior to the event).
- Submitted Event Layout Sheet with table and chair layout preferences (must submit a minimum of 14 days prior to the event).
- Resident has read and understands the Recreation Facilities Reservation Form, General Rental Policies and Recreation Facilities Agreement.
- ____ Check out the audio equipment from the Woodbury office during office hours on the day of your event.

WOODBURY COMMUNITY ASSOCIATION RECREATION FACILITIES RESERVATIONS GENERAL RENTAL POLICIES

Resident and guests must comply with all rental and pool rules which includes the Associations CC&R'S. Failure to comply with these rules may lead to immediate termination of party, cancellation of event, loss of fee, and/or deposit, and may forfeit any future use of the facility rentals. In the event that the number of guests attending an event reaches maximum capacity for any area, then additional guests will be turned away.

- 1. Applicant must be a Woodbury resident and provide proof of residency. We require a copy of a current utility bill, photo I.D. or passport, and a community key card.
- 2. Applicant must be at least 18 years of age or older.
- 3. Facilities are rented on a first come, first serve basis. Certain restrictions may apply. Only certain facilities within the Association are available for rent for member use subject to availability and will generally be available to Woodbury residents only.

Please call (949) 451-1650 or email kstephenson@keystonepacific.com for any questions.

- 4. Applicant must submit rental request at least 14 days prior to the date desired.
- 5. Cancellations must be in writing and turned in to the Recreation Office within 30 days prior to event to avoid potential loss of any fees.
- 6. The rental fee is non-refundable and is forfeited if a reservation is cancelled within thirty (30) days of the event. The professional COVID cleaning is non-refundable.
- 7. The deposit will be refunded within thirty (30) days after the event. However, if damage is caused to the recreation facility, event clean-up is not completed, or the facility is not restored to the manner in which it was presented prior to the reservation use, the cost to repair the damage or to conduct clean-up will be deducted from the deposit. The Resident will be responsible to reimburse the Association for any cost to repair damage or to conduct clean-up in excess of the deposit amount.
- 8. We accept checks only made out to the Woodbury Community Association.
- 9. Please be sure to clean after your event to avoid all or a portion of your security deposit being forfeited.
- 10. Rental of any of our rental facilities does not include <u>any</u> of the pool areas or the entrance courtyard. Your event is restricted to the confined area(s) rented as per the contract.
- 11. Resident MUST be present at all times during the event and have their key fob in possession. Resident or guests will not be allowed in to the pool or rental area without one.
- 12. Homeowners may have a DJ or radio/cd player as long as there are no complaints from the neighboring residents. DJ's or live music must be set up within the room. Music must be maintained within acceptable levels at all time as determined by the Association staff or authorized representative.
- 13. No Weddings, receptions or wedding rehearsals, are permitted at the Recreation Center unless the wedding is for the actual resident or their children. We require a copy of photo I.D. of the persons having the actual wedding. Should it be determined that a wedding event has been scheduled for a non-resident; the Association reserves the right to cancel the event at any time.
- 14. Weddings, wedding receptions, or wedding rehearsals must rent both the Clubroom and Courtyard.
- 15. Rooms may not be used for any commercial/endorsement purposes whatsoever. Money or fees exchanged for entrance into the activity/function is strictly prohibited. Rooms were intended for personal use only (i.e. birthday parties, baby showers, etc.).
- 16. No selling of any items, including food and beverages.
- 17. Music must be turned off by 10:00 p.m.
- 18. Trash must be taken to the dumpster located at the competition pool parking lot located between Revival and Towngate. Each trash bag left behind will result in a \$25.00 fine per bag. Staining to walkways from dragging trash to the trash enclosure will result in the deduction of cleaning fees from the security deposit.
- 19. If security or the police are called for any reason such as a noise complaint or unruly behavior, you may be called to Hearing to discuss disciplinary action with the Board of Directors, including the assessment of fines.
- 20. Moving the Courtyard furniture and tables is not preferred and will not be done by the Association staff. If you choose to do so, you are responsible for putting them back in the exact position they were found and will be responsible for any damage that was caused during the moving of items. If chairs are not moved back in the original position, \$200.00 will be deducted from your deposit for additional janitorial service.
- 21. Moving the Courtyard furniture, tables, chairs, and/or fixtures out of the Courtyard area is not permitted.
- 22. No staples, push pins, tape, or other similar devices may be used to attach items to the walls or other surfaces. Any damage will be deducted from security deposit pending cost from the vendor.
- 23. Candles, open flames or anything involving fire is strictly prohibited including but not limited to fireworks and sparklers. No visible open flame permitted. Smoking is only permitted outside of the Recreation Center. Cigarette butts must be picked up.
- 24. The facilities are not available for rent over the Memorial Day weekend (Saturday through Monday), 4th of July/weekend, Labor Day weekend (Saturday through Monday), Christmas Eve/Day or New Years Eve/Day.

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- 25. Please make sure to submit seating layout two weeks prior to event date, otherwise table and chair layout will be the responsibility of the resident to set up on the day of the event. Setup and breakdown of all Association tables and chairs are provided in the rental fee for Clubroom and Courtyard only. All other setup, including food, decorations, linens, or additional tables or chairs and any other items are the responsibility of the resident.
- 26. The throwing of rice, confetti, and birdseed is prohibited.
- 27. Glass is permitted in the Club Room and the Courtyard area only when the facility is rented for a private event/function.
- 28. Tents are prohibited.
- 29. All decorations, displays, food, drinks, balloons, etc. must be removed from the facility by the end of the reservation time. Any items left behind will be discarded. Failure to comply with removal of items may result in loss of deposit. Any balloons left inside the room will result in a loss of deposit of \$100.00 for removal.
- 30. Any tables damaged due to an event will result in a loss of deposit ranging from \$200.00 \$300.00 for replacement.
- 31. No reservations will be accepted until all forms, insurance certificates, deposits and fees have been completed in their entirety and have been submitted to the on-site management office at the Recreation Center at 108 Lamplighter.
- 32. No excess noise or unruly behavior. May result in loss of facilities privileges.
- 33. Your party must be picked up and cleaned by 11:00 pm on Friday Saturday, and by 10:00 pm on Sunday through Thursday. Staying past facility hours will result in a loss of deposit of \$200.00 for every hour. Rental will also pay \$50.00 per hour for the Association's dedicated security guard staying overtime.
- 34. Items for your party may not be dropped off prior to your scheduled rental times, and everything must be picked up immediately following your event. The resident must be present at all times
- 35. While there are items in any of the rental facilities. The Association does not take responsibility for any damaged, lost or stolen items.
- 36. No items are permitted to be placed on any of the walls in the room.
- 37. No dance floors/bounce houses on the grass area.
- 38. Parties may not use the pool.
- 39. Clubroom and Courtyard rentals must use their own private entrances located in the Courtyard area. The main entrance to the pool must remain clear at all times.
- 40. You may only store items in the space being rented. This does not include the parking lot, pool area, fountain sitting area, or entrances.
- 41. No signs are permitted outside of rental area.
- 42. No animals, petting zoo, rides, trackless trains, or snow is permitted. The Association reserves the right to restrict any party props that may cause damage to Association property.
- 43. Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited.
- 44. Food trucks, game trucks, or other suppliers or vendors in the parking lot are not permitted. Event must stay within the confined rented areas.
- 45. Violation of any of the provisions of these rules may, following notice and hearing, result in fines, the levy of reimbursement assessments against the responsible member for damage in excess of any deposit and/or rescission of the responsible member's rights to use any common area facility for a reasonable period of time.
- 46. If a rental needs a security guard and does not inform Management at least two weeks before the rental date, there will be a fine of \$200.00 deducted from their deposit and they will also have to pay for the cost of the security guard.
- 47. Deductions from the deposit as a result of a violation to this contract will be determined by Management.

I have read and understand the General Rental Policies as stated above.

Signature:

Dated:

Please call (949) 451-1650 or email kstephenson@keystonepacific.com for any questions.

WOODBURY COMMUNITY ASSOCIATION RECREATION FACILITIES AGREEMENT

I, _____("Resident"), agree to the following:

Resident hereby waives, releases and discharges Woodbury Community Association ("Association"), its directors, officers, employees and agents for any damage to or loss of any property or injury to or death of any person or persons, resulting from or arising in connection with the use of the Association's recreation facilities by Resident and Resident's family and guests.

Resident agrees to indemnify, defend and hold Association, it's directors, officers and agents harmless from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by Association in connection with the use of Association's recreation facilities by Resident and Resident's family and guests (included but not limited to reasonable attorneys' fees and court costs). Resident agrees to pay Association's property caused by, or arising out of the use of Association's recreation facilities by Resident and Resident's family and guests.

Upon reservation of the facilities, Resident must supply proof of endorsement with a general liability provision of at least one million dollars which names the Association and Association's Property Management Company as additional insureds on the date of the event and for all times that the facilities will be used, as well as for the time spent setting or cleaning up. The Resident's insurance shall be primary and non-contributory.

Resident has exclusive use only for facilities in which a non-refundable reservation fee applies for the duration of the reservation. Association will not reserve the facilities for more than one event for a given time. Resident agrees to exercise control over Resident's guests such that other residents using the facilities are not inconvenienced.

Resident shall submit a reservation fee and deposit with this Reservation Form no less than two (2) weeks prior to the event. Resident accepts that if a reservation is not cancelled within thirty (30) days of the event, that the reservation fee is non-refundable and thus forfeited. Cancellations should be made in writing and submitted to the management office at the recreation center. Reservations will not be accepted more than eighteen (18) months in advance of the event date.

Resident shall submit to Association a deposit, which will be cashed, with this Reservation Form. The deposit will be refunded to Resident within thirty (30) days after the event to their Woodbury address in the form of a check. However, if damage is caused to the recreation facility, event clean up is not completed, or the facility is not restored to the manner in which it was presented prior to reservation use, the cost to repair the damage or to conduct the cleanup will be deducted from the deposit. Resident will be responsible to reimburse Association for any cost to repair damage or to conduct clean up in excess of the deposit amount. In accordance with the CC&R's, the Association may, after Notice and Hearing, levy a Damage Reimbursement Assessment, as that term is defined in the Master Declaration of Covenants,

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Conditions and Restrictions, and Reservation of Easements for Woodbury (CC&R's) in order to repair damage or conduct clean up of the facilities if the cost for such repair or clean up exceeds the amount of the deposit. Such Damage Reimbursement Assessment shall become a lien against Resident's Lot or Condominium. Violation of any of the Rules and Regulations of Woodbury Community Association may result in the loss of a portion or all of the deposit. In the event that the air conditioning unit is left on following the use of any of the applicable facilities, a \$25.00 fee will be applied and will be deducted from the deposit. If necessary, the Association reserves the right to hold a hearing and thereafter assess an Owner for damage to the common area or non-compliance of the Rules & Regulations. The provisions of the CC&R's and governing documents remain in full force and effect.

<u>Resident also agrees to pay all of Association's attorney fees in the event of a dispute</u> over this Reservation Agreement, as well as any fines assessed by the Association in connection with the rental of the facility.

Residents who have made reservations agree that amusement rentals (e.g. moon bounces, pony rides, petting zoos, carnival rides, tents, etc.) are prohibited.

Resident agrees that the recreation facilities will not be used for commercial purposes. Resident agrees that the recreation facilities will be utilized for Resident's benefit, or for the benefit of an immediate family member of Resident and that Resident will be present at all times during the event.

Date:

Signature

Please call (949) 451-1650 or email kstephenson@keystonepacific.com for any questions.