

The Courtyards of West Hollywood
CLUB ROOM USE AGREEMENT

I / We _____ resident(s) of Unit _____ agree to the following conditions for use of the Club Room, a recreational area maintained for the exclusive use of Courtyards residents and their guests:

1. A copy of the declarations page of your homeowners' insurance policy must be submitted as evidence of your primary liability coverage in an amount of no less than \$100,000 for use of the Club Room. This proof of insurance must be provided to and found acceptable by the Property Manager before the Club Room may be used.
2. Event sponsors shall bear all responsibilities for themselves and all guests including but not limited to legal fees, court assessments and monetary judgments as a result of lawsuits, summons fees, court fees fines and penalties that result from hosting an event in the Club Room. The Courtyards of West Hollywood shall bear no legal responsibility whatsoever for events held in The Club Room or for legal issues resulting from activities leading up to or activities following events held in the Club Room. Event sponsors shall bear all legal responsibilities for compliance with local and federal laws concerning underage drinking. This includes but is not limited to ensuring that all guests choosing to partake in drinking of alcoholic beverages at events held in the Club Room are over the age of 21
3. The maximum allowable capacity for any private gathering in the Club Room is 40.
4. In compliance with city ordinance, loud music and noise is prohibited when it can be heard beyond 10 feet of the Club Room doors.
5. Smoking is prohibited in the Club Room.
6. No one except Courtyards maintenance personnel may remove any furniture or fixture from The Club Room.
7. Event sponsors shall not attach any form of decoration to Club Room walls or ceiling under any circumstance. This includes but is not limited to tape, staples, push pins and thumb tacks. All decorations must be free standing and leave no trace of presence whatsoever after an event is held.
8. The Courtyards of West Hollywood Homeowners Association, Inc., is not responsible for damage to, loss or theft of any personal property of persons using The Club Room or of their guests or invitees, and no bailment is created hereby.

9. The Club Room shall remain locked at all times except when in use pursuant to prior arrangements made with the Property Manager.
10. The Club Room may be reserved for use by Homeowners by paying a security deposit in the amount of \$200.
11. A minimum deposit of \$50 must be paid to hold a Club Room date. The remainder of the \$200 security deposit must be paid no later than seven (7) days prior to the reserved date. Failure to pay the deposit in full by the specified deadline will result in cancellation of the reservation.
12. The Club Room must be reserved during business hours and no less than 24 hours prior to use.
13. The Club Room user shall be responsible for placing all garbage into plastic bags, cleaning up any spills and removing all refuse and personal property from the Club Room. A use fee of \$50 shall be retained for the set-up and regular cleaning by maintenance staff.
14. Inspection of the Club Room to determine that all fixtures and furnishings are in satisfactory condition should be made by the Club Room user prior to Club Room use.
15. A member of the office staff will inspect the Club Room the next business day following Club Room use to assess the Club Room condition. When more than one event is scheduled during the weekend when office staff is not available to make inspection, Courtyards maintenance staff shall inspect the Club Room the morning following each scheduled event and make written note of damages or other use violations, if any are found.
16. The security deposit may be used to cover the cost of repair and/or replacement of any item harmed, stolen or destroyed during Club Room use. Damages in excess of the security deposit will be assessed against the owner(s) of the sponsoring unit. The security deposit may be retained in the event this agreement is made under false pretenses.
17. A landlord homeowner must sign The Club Room agreement on behalf of his/her tenant should the tenant wish to use the Club Room facilities
18. The Club Room is only available for the exclusive use of Courtyards residents and their personal invitees and guests. Absolutely no gathering of any kind may be held in the Club Room which is open to the public or which the resident sponsoring the event is not in attendance. Businesses, clubs or any other outside organization is expressly prohibited from use of the Club Room for meetings, seminars, parties or any other type of function whatsoever. No event may be held in the Club Room at which

goods are bought and/or sold.

19. No event held in the Club Room may begin earlier than 11 am nor end later than 12 midnight.
20. The Club Room key must be returned to the office immediately following use. If the office is not open, the key should be placed in an envelope with name and unit number and slipped through the office mail slot.
21. Use of the Club Room excludes use of the pool & spa facilities. All event activities must be confined to the Club Room.
22. Use of The Club Room must be in compliance with the CC&R's, By Laws and Rules and Regulations of the homeowners association. Non-compliance with the articles of these documents could result in fines and/or restriction from future use of The Club Room.
23. In addition to the conditions above, I/we further agree to release The Courtyards of West Hollywood Homeowners Association, a California non-profit corporation, and each and all of its incorporators, directors, officers agents, and employees from any claim, cost, demand, expense, liability or loss suffered or incurred by me/us and/or my/our guests and invitees which arises from or relates to my/our use of The Club Room recreational area.

Date Reserved: _____

Time Reserved: _____

Deposit Paid:

Full Amount (\$250.00)

Balance to be paid by _____
(Date)

PURPOSE OF GATHERING: _____

I/We certify that this gathering is not prohibited by any article will abide by all of its provisions of this agreement and that I/we

SIGNATURE: _____ DATE: _____