



## CLUBHOUSE USE AGREEMENT

1. **HOST RESPONSIBILITY** – The person renting the clubhouse must be the person who is actually hosting the event. This person is hereinafter referred to as the host. The host will be **present at all times** during the time scheduled for this event, will be responsible for properly locking and securing the clubhouse at the close of the event, will supervise the clean-up of the clubhouse facilities and will be responsible for any costs incurred due to failure to do so. The host will be responsible for actions and any resultant damage by any and all guests. The host is responsible for assuring that all invitees attending this function are truly PERSONAL non-paying social guests.

When arranging to use the clubhouse for an event which will require the use of the bar and/or kitchen, a C.C.H.O.A. staff member shall carefully inspect the clubhouse, along with the host if the host wishes, prior to and after use to ensure its cleanliness and that there has not been any breakage.

The host must pay within 10 days of receipt an itemized bill for any additional damage beyond the \$500 deposit caused by event attendees, which occurred during the use of the clubhouse.

The host recognizes that the Coronado Cays Homeowners Association may impose a special assessment and a lien against me and my Coronado Cays real estate and/or may also suspend my privilege to use any and all Association facilities in the event that damage or misuse occurs or if any of the rules or checklist requirements listed in this agreement are violated as a result of the use of the clubhouse.

2. **HOLD HARMLESS** – As host of the facility, host agrees to indemnify, hold harmless and at the Coronado Cays Homeowners Association request, defend Coronado Cays Homeowners Association and each of its officers, directors, employees, agents consultants (hereinafter “C.C.H.O.A.”) from and against any and all suites, actions, legal proceedings, claims, losses, demands, costs and expenses of any kind or character including attorney’s fees and expenses, ***and/or theft of property*** arising directly out of or by reason of any liability or obligation in any manner, cause, or occasion, or claim to be caused or occasioned by, any act, conduct, omission, negligence of C.C.H.O.A. and/or host including host’s guests or any person using the facility at the request of host out of the use of the premises as set forth in this contract. However, nothing should be construed so as to require the host to indemnify the Coronado Cays Homeowners Association for Coronado Cays Homeowners Association’s sole negligence or willful misconduct.

3. **ELIGIBILITY TO RENT CLUBHOUSE** –The clubhouse facilities of the villages are for the use and benefit of the respective village homeowners and/or “non-owner residents” only. Owner or non-owner resident may use the facilities, but not both. When these facilities are used, they must be treated in a manner that reflects the respect for homeowner’s property and for the privacy of all individual homeowners.
4. **FOR PROFIT** – No function shall be held at any clubhouse for profit or economic gain – i.e. there shall be no promotion of or sale of products or services.
5. **CHARITABLE FUNCTIONS** – Functions for the benefit of charity must be submitted to the Board of Directors, whose judgment as to exemptions from Rule 4 will be based on the goals and objectives of the organization in question.
6. **FUND RAISING** – With proper host sponsorship, parties for fund-raising drives will be permitted under the following conditions:
  - A) Political meetings and political fund-raising events may be held if the actual collection of funds is not involved at the time of the function.
  - B) Semi-commercial functions are not authorized at any clubhouse and monies are not to be collected.
7. **CLEANING FEE:**

The cleaning fee charged is based on the number of guests attending the function. If an unexpected number of guests attend the function, the additional cleaning fee is due on the first working day following the event. This fee covers the normal cleaning only and it is non-refundable.

**Surcharge** – If excessive cleaning is required following a function, a cleaning fee surcharge will be deducted from the deposit. Normal cleaning includes vacuuming, dusting, wiping of tables and counters and bathroom cleaning. Excessive cleaning includes, but is not limited to, carpet cleaning and stain removal, furniture stain and oven cleaning, removal of staples and thumb tacks, returning furniture to its original position, clean-up of food or food residue, trash not placed in trash containers, garbage or trash placed in recycling receptacles or damage of any kind. The cleaning fee surcharge will be based on the hours required to perform any excessive cleaning. The hourly charge for cleaning is \$15 per hour. The charge for carpet cleaning is \$30 per hour.
8. **REMOVAL OF PERSONAL PROPERTY AND CLEAN-UP** – The person renting the clubhouse agrees to remove from the clubhouse interior all open foodstuffs, including pieces thereof from tables, counters, carpets and floors prior to securing the clubhouse at the end of the party. (All open foods and trash will be placed just outside of the front doors to the clubhouse in provided trash bags at termination of the function). Personal party articles and equipment and caterer equipment must be removed immediately following the party to allow cleaning of the clubhouse by 10:00 a.m. The clubhouse will not be available for the next function before 10:00 a.m.

9. **CANCELLATION OF RESERVATION** – If a reservation is cancelled, at least 48 hours prior to the reservation date, the cleaning fee and deposit are refundable. If a reservation is cancelled less than 48 hours in advance, half (1/2) the cleaning deposit will be retained by C.C.H.O.A.
10. **AVAILABILITY** – Hosts do not have access to the clubhouse until 10:00 a.m. on the day of the scheduled function. If a host would like to decorate or otherwise prepare the clubhouse before 10:00 a.m. or on the night before, the host must pay a special cleaning charge of half the regular cleaning fee.
11. **DEPOSIT**

**Owners** desiring to schedule the clubhouse must deposit with the Coronado Cays Homeowners Association office a personal check for five hundred dollars (\$500) one week prior to the use of the clubhouse. The damage deposit is to be returned three business days after the event if the clubhouse inspection following the event shows there has been no breakage or damage to the clubhouse or furnishings.

The deposit is in addition to the normal cleaning fee.

**Non-owners** desiring to schedule the clubhouse must deposit with the Coronado Cays Homeowners Association office the sum of five hundred dollars (\$500) in cash or cashier's check one week prior to the scheduled function. A personal check for \$500 will be accepted if received two weeks prior to the function. This check will be deposited and a C.C.H.O.A. replacement check will be issued one week after the function if the clubhouse inspection reveals no damage or extra cleaning requirement.
12. **CONDUCT** – All persons using C.C.H.O.A. clubhouses will conduct themselves in a manner fitting the general atmosphere and decorum of the Coronado Cays and will not create undue noise. Appropriate attire will be worn inside the clubhouse. Swimming attire and bare feet are forbidden. Guests under 18-years of age will be accompanied by an adult member.
13. **REGULAR BEER** – Keg beer is not to be used or served inside or outside of the clubhouse.
14. **A.B.C. LAWS** – All persons renting C.C.H.O.A. clubhouses will abide by the California State Alcoholic Beverage Control Commission at all times. No alcoholic beverages will be sold at this function and no one under 21 years of age will imbibe of alcoholic beverages.
15. **TEENAGE PARTIES** – Teenage parties require a Cays security guard at all times who is to be paid by the parent host. (The guard reports to the host one-half hour before function commences and departs one-half hour after last guest departs).

16. **MUSIC** – The music with the function must be kept sufficiently low so as not to disturb nearby residents. Any music speakers or PA system may only be used inside the clubhouse.
  - A. Jamaica Village - music will stop at 10 pm every night.
  - B. Bahama/Antigua - music will stop at 10 pm on Sunday thru Thursday and Friday – Saturday stop by 11pm
  - C. All other clubhouses – music will stop at 11 pm on weekdays and Sundays, and Saturday evening’s stop at 12 midnight.
17. **PETS** – Pets will not be allowed in the clubhouse or on the grounds thereof.
18. **POOL AND POOL DECK USE** – THIS RESERVATION DOES NOT INCLUDE POOL USE OR USE OF THE POOL DECK FOR THE FUNCTION.
19. **BEACH USE** – THE RENTAL OF THE CLUBHOUSE DOES NOT INCLUDE THE USE OF THE BEACH AREA.
20. **FUNCTION ENDING TIME** –
  - A. Jamaica Village – function must end by 10 pm every night.
  - B. Bahama/Antigua – function must end by 10 pm on Sunday thru Thursday and midnight Friday –Saturday.
  - C. All other clubhouses – function must end by 2:00 am.

No all-night functions are allowed.

21. **SECURING BUILDING** – The host is required to call the main gate (575-8100) upon termination of the party for a fire prevention inspection. This inspection is the host’s legal responsibility.
22. **ENFORCEMENT OF CLUBHOUSE USE AGREEMENT** – The host understands and agrees to abide by the above statements and the clubhouse clean-up checklist attached.

If any information provide in connection with the clubhouse rental is not truthful and honest, an assessment of up to \$300.00 may be imposed.

Article II of the CC&Rs permits the Board of Directors to further impose a special assessment and a lien against any owner for cause and may also suspend the right of that owner to use the Association’s properties.

Any reasonable attorney’s fees and costs associated with enforcing this agreement, is the responsibility of the host.

The host agrees to hold the Cays Homeowners Association free and harmless from the cost of litigation and hereby indemnify said Association from all injuries and/or property damage arising out of the use of the premises.

## **RESPONSIBILITY OF HOST SPONSORS FOR CLUBHOUSE CLEAN-UP**

1. All open foodstuffs and residue including remnants of food on floors, carpets, tables and counters shall be removed from the interior of the clubhouse at the completion of the party. (Plastic clean-up bags are available for all open food and trash).
2. Place all open foodstuffs and trash outside of front doors to clubhouse in plastic clean-up bags prior to securing the clubhouse.
3. All party articles and equipment including caterer and furniture rental equipment must be removed from the clubhouse immediately following the party.
4. All decorations (including scotch tape used for decorations) shall be removed from walls, windows, doors, pillars, and furniture immediately following the party.
5. When moving furniture, please be sure not to scratch the floor or snag the carpet.
6. If the extra tables and chairs are used during your event, they must be put back in the storage area.
7. Lock all glass doors leading to docks and main entrance doors upon leaving clubhouse.
8. Call 575-8100 for a fire prevention check by our security guard and return the clubhouse key assigned to you, to the guard at the time of inspection. Keys are the responsible of the host not the guest or caterer.
9. Turn off all lights except those that are indicated at the switch plate to be left on for security purposes.
10. Check each individual clubhouse for special instructions applicable to that clubhouse clean-up procedure.

**IT IS YOUR CLUBHOUSE, PLEASE LEAVE IT AS YOU FIND IT!**