

CREEKSIDE VILLAGE OF LOS GATOS HOMEOWNER'S ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT

Date:	
Name of Homeowner(s):	
Address:	
E-mail:	
Telephone:	
Date of Rental:	
Number of Attendees:	

Start Time: [AM / PM]	
End Time: [AM / PM]	
Bounce House Set Up?	YES or NO
Purpose of Reservation:	

Clubhouse Hours: 9:00 AM to 10:00 PM

Submit check payable to: Creekside Village of Los Gatos

CSV-Clubhouse-XXJan25-2-Proposed: Clubhouse Reservation Deposit

The refundable deposit to reserve the Clubhouse Common Room is \$200.

CSV-Clubhouse-XXJan25-3-Proposed: Depositless reservation of Common Room

HOA members who meet the following criteria can reserve the Creekside Village Clubhouse Common Room without an advance deposit:

1. No outstanding fines.
2. No dues 60 days or more overdue.

If eligible and electing to reserve the Common Room without an advance deposit, the HOA member account will be charged an amount not to exceed the reservation deposit amount in effect at the time of their reservation if the Clubhouse or Common Room requires cleaning as a result of the member's event or guests. The amount charged will be determined at the discretion of the Board. In the event of damage or loss to the facility or its contents, an additional amount may be charged to cover repair and/or restoration.

Tenants whose landlord has authorized them to make clubhouse reservations may only make a depositless reservation if the Clubhouse Reservation Authorization Form submitted by their landlord explicitly authorizes them to do so.

CONDITIONS OF USE

The Clubhouse is for the private use of Creekside Village homeowners and residents only. The Clubhouse shall be reserved on a first come, first serve basis. It may not be used for functions to which the general public is invited, for fundraising, or for commercial purposes without the written consent of the board of Directors. It may not be used for functions that involve illegal activities such as the serving of alcohol to minors, drug use, etc.

It is the responsibility of the person reserving the Clubhouse to be present throughout the duration of the event, for the behavior of the guests, the security, and the cleanliness and order of the Clubhouse after the event is over. All trash must be removed and disposed of in the renter's personal garbage bin. The Clubhouse must be completely cleaned and locked by 10:00 PM on the day for which it has been reserved.

Renters and their guests may not cause a nuisance to other residents. This includes, but is not limited to, noise; noise producing activities and noxious or other offensive activities. A bounce house may be used in the common area but it must be noted at time of reservation. If a bounce house is to be used, its use shall be limited to a five hour period. At no time are noise-producing activities to occur between 10:00PM and 9:00AM.

Keys must be returned to management within 5 business days following the scheduled event or the deposit will be forfeited. In the case of lost keys, the cost of re-keying and producing all new keys will be borne by the homeowner.

At the end of the rental period it is the responsibility of the homeowner to close and lock the clubhouse. Please make sure all doors and windows are secured. Any damage caused to the Clubhouse due to failure to lock up will be the responsibility of the homeowner.

Air Conditioner/Heater: Renters who fail to turn off the temperature control and leave the Air Conditioner/Heater running will have their deposit withheld for utility charges.

I understand that any damages caused to the Clubhouse that are incurred during the time of the event will be repaired at my expense and that all or a portion of the deposit will be forfeited if any of the conditions for usage are not fully met.

Name:	Signature:
Phone:	Date:
Address:	

**CREEKSIDE VILLAGE OF LOS GATOS HOMEOWNER'S ASSOCIATION
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

This Release and Waiver of Liability ("Release") is executed on this _____ day of _____, 20____, by Creekside Village Homeowner's Association ("Applicant") in favor of Creekside Village Homeowner's Association, a California nonprofit mutual benefit corporation, its directors, officers, management, employees, and agents (collectively, "Association").

I, the Applicant, desire to use the Creekside Village HOA Clubhouse facility for recreational purposes:

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release.

I, the Applicant, release and forever discharge and hold harmless the Association from any and all claims, demands, causes of action, obligations, losses, liabilities, injuries and damages, costs, attorney's fees and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, (collectively, "Claims") which I or my assignees, heirs, and legal representatives may now or hereafter have against the Association with respect to any personal injury, death, or property damage sustained in connection with using the Clubhouse facilities at Creekside Village Homeowner's Association. This includes any damage emanating from a child bounce house that is placed in the common area. I, the Applicant will assume responsibility to pay for any damage to the common area caused from a child bounce house. I hereby expressly and specifically assume the explicit responsibility for any injury, harm, or damage caused from a child bounce house.

2. Indemnification.

I, the Applicant, agree to indemnify, hold harmless and defend the Association from any Claims brought by a third party or by myself against the Association to the extent that such arise out of or are connected with the Creekside Village HOA Clubhouse facility and/or adjacent common areas, except to the extent that such liability results solely from the active negligence or willful misconduct of the Association.

3. Assumption of Risk.

I, the Applicant, understand that my use of the Creekside Village HOA Clubhouse facility may involve activities that may be hazardous to me. I recognize and understand that my use of the Creekside Village Clubhouse facility may involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release the Association from all liability for injury, death or property damage results there from.

4. Miscellaneous.

This Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

Applicant (name—please print):	
Signature:	
Address:	
Telephone:	Date:
Insurance Provider:	
Policy Number:	Telephone:
Date:	