



Clubhouse Common Room Reservation FAQs

Q) What does our reservation include?

A. Your clubhouse reservation allows exclusive use of the Common Room in the southwest corner of the Creekside Village Clubhouse on the date of your reservation.

Q) What is our deposit for?

A. If you leave the clubhouse in good order after your event, your deposit will be fully refunded. Some examples of things that may result in deductions from or forfeiture of your deposit include not cleaning up the Common Room, not removing trash from the Common Room, leaving trash in the pool area (please use the trashcans provided), not setting the air conditioning back to 78 degrees, any damage to facilities, furniture, equipment or other community property.

Q) Who can use the pool and other common areas during our event?

A. Any Creekside Village resident with their pool pass tag can use the pool and other common areas at any time. Your reservation is for the Common Room only and does not entitle you to exclusive use of any other areas. Your party may not monopolize, disrupt or interfere with the safe use of other common areas by other Creekside Village residents.

Q) Can we go in a day in advance to set up?

A. Your reservation is only for the date requested.

Q) Do we need to post anything notifying the community about the event?

A. No.

Q) Can we have a bounce house?

A. You will receive a bounce house form with your event reservation contract, specifying terms and conditions for setting up a bounce house.

Q) What if the facility isn't in good order when we arrive to set up or start our event?

A. Document the conditions with photographs, especially if anything is damaged. Send your photographs to our management company as soon as possible, preferably before the start of your event. You are still responsible for cleaning up the trash, etc., from your event, regardless of the condition in which you find the clubhouse. Documenting the condition and communicating this to our management company helps us identify the responsible parties and prevent similar situations in the future and avoid withholding from your deposit for damage or mess caused or left by others.

Grayson Community Management
1625 The Alameda Suite 625, San Jose, CA 95126
1.888.277.5580 * helpdesk@graysoncm.com



Q) Can we grill in the pool area?

A. No, grills and other cooking equipment are not permitted in the pool area.

Q) Can we decorate outside of the common room?

A. You can decorate the clubhouse entry and lobby and the pool area with nonpermanent decorations. Decorations must be inoffensive and must not interfere with other residents' use of common areas in the pool area and the clubhouse. Decorations must be removed when your event is over.

Q) How much guest parking can our guests use?

A. Your guests may park one vehicle per space in any available guest parking spaces, subject to normal Creekside Village parking rules. Vehicles that are too large to fit in a single space are only allowed by specific permit; check with the Creekside Village management company if this applies to your event.

Q) Can we play music?

A. You can play music in the clubhouse common room at a volume that is not audible in adjacent homes.

Q) Can we rearrange the common room or pool area furniture?

A. You may rearrange furniture as long as you return it to the original arrangement when your event is over. You are responsible for any damage to or loss of furniture during your event. Common room furniture should not be removed from the room. Pool area furniture should not be removed from the pool area, and you may not exclude other residents from use of the pool area furniture.

Q) How soon after my event do, I need to clean up and remove any decorations and other items?

A. You need to finish cleanup and item removal on the date of your reservation. Anything left may result in deductions from your deposit, and items left behind after that time may be disposed of.

Q) How soon after my event do, I need to return the keys?

A. Keys need to be returned within seven days of your reservation.

Creekside Village of Los Gatos Homeowners Association
Clubhouse Rental Agreement

It is requested that the Creekside Village of Los Gatos be reserved for my use on

The purpose for which the Clubhouse will be used is

Number of people expected to be in _____

Will there be a bounce house set up? (Y / N)

Start Time: _____ [AM/PM] End _____ [AM/PM]

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

Deposit: \$100.00

Check made payable to Creekside Village of Los Gatos

Conditions for 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 renters personal garbage bin. The Clubhouse must be completely cleaned and locked by 10: 00PM 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 _____

Address _____

Phone _____

Signature _____

Date _____

**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION
CLUBHOUSE FACILITY**

Grayson Community Management
65 Washington St., Suite 268
Santa Clara, CA 95050

Release and Waiver of Liability agreement

This Release and Waiver of Liability ("Release") is executed on this _____ day of _____, 20____, by **Creekside Village Homeowners Association** ("Applicant") in favor of **Creekside Village Homeowners 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, attorneys' 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.

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 resulting 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: _____ Signature: _____
Name (please print)

Address: _____

Tel: _____

Date: _____

Insurance Provider: _____ Policy Number: _____
(please print)

Tel: _____

Date: _____