

CLUBHOUSE RENTAL AGREEMENT

(Revised March 2018)

Clubhouse Facilitator Contact: (408) 779-5964
ClubhouseFacilitator@JOA-info.org
PO Box 518, Morgan Hill, 95038

HOMEOWNER INFORMATION ("Homeowner"):

Name: _____

Mailing Address: _____

Telephone Number: _____ E-mail _____

I. CATEGORY OF RENTAL (Please circle one):

- PRIVATE:** Parties, Receptions, Fundraisers, Business/Promotional, etc. **Rate: \$75 per day**
Deposit: \$500
- COMMUNITY RECREATIONAL EVENT: Open to JOA Community** (Book clubs, game nights, yoga, etc)
One or more homeowners will sign Clubhouse Rental Agreement and be present at all events
Requires JOA Board Approval Space Available Basis Deposit: \$500 Rate: Free
- YOUTH GROUPS (Ages 18 and under): School and Service Organizations**
One or more homeowners will sign Clubhouse Rental Agreement and be present at all events
Requires JOA Board Approval Space Available Basis Deposit: \$500 Rate: \$37.50 per day

II. RENTAL PERIOD: Rental Hours are from 10am until Midnight

Date(s) of Rental: _____ Time of Event: _____ Number of People Expected: _____

Purpose of Rental: _____

If recurring event, please complete the following:

The event will recur once every _____ (e.g. week, month)

Once _____ (e.g. first Tuesday of the month)

Until _____ (date of final recurring event)

Time of Event: From _____ to _____

Total number of persons expected: _____

Description of Rental Activities: _____

III. OTHER: Will alcohol be served? YES _____ NO _____

(If selling alcoholic beverages, you must obtain a Liquor License and provide a copy to the clubhouse facilitator)

CLUBHOUSE AND GAZEBO MAY NOT BE RENTED CONCURRENTLY

IV. FEES

1. Rental Security Deposit	\$ <u>500.00</u>
2. Daily Rental Rate (From Item I. above)	\$ _____
3. # of Days X Rate = (SubTotal)	\$ _____
TOTAL	\$ _____

MAKE CHECKS PAYABLE TO: JACKSON OAKS ASSOCIATION

Separate checks are required for: (1) \$500 Security Deposit and (2) Rental Fee and any Optional Fees after your reservation has been tentatively confirmed by Clubhouse Facilitator.

Your reservation is confirmed once your checks are received.

V. CANCELLATION: Notice of Cancellation must be received by the Clubhouse Facilitator at least 10 days prior to your event to receive a full refund. Notice may be in writing or by calling Facilitator at 408-779-5964.

The exclusive use of the Clubhouse and its facilities (excluding the office) but including the two outdoor decks is available on a rental basis to any Homeowner of record in good standing. Homeowner may rent the Clubhouse for friends and/or organizations if they accompany their guest at all times and are responsible for all fees and damages. Parties must remain in the Clubhouse and wooden deck areas.

1. Occupancy is limited to a maximum of 75 people. Rental includes use of 12 tables (2x6) and 75 foldable chairs located in the Clubhouse.
2. No smoking is permitted anywhere on the facility property including parking lot.
3. All reservations for a Homeowner's private use of the Clubhouse must be made with the Clubhouse Facilitator by leaving a message on the Clubhouse answering machine (408-779-5964). Please leave your name, choices of rental dates, phone number, and the number of guests expected to attend the event. Availability is based on a first come, first served basis. Your call will be returned by the Clubhouse Facilitator.
4. The reservation shall be considered binding when a Clubhouse Rental Agreement has been signed, approved and required rental fee paid. A Security Deposit in the amount of \$500 (personal check made out to Jackson Oaks Association from the Homeowner's account) is required of all rentals. Once signed contract and checks have been received your rental is confirmed.
5. Cleanup. All cleanup shall be accomplished before leaving the clubhouse on the last rental day. Garbage must be placed in the trash receptacles outside. Please recycle all cans and bottles in the Recycle containers outside. Renters shall restore the facility (including the grounds and parking lot) to the condition in which it was found. In the event the Clubhouse requires cleaning and/or repairs after your Rental, the amount for said work will be subtracted, and any remaining funds will be returned to the Homeowner.
6. All appliances, AC or heat and lights must be turned off before leaving. A charge of \$25 per violation will be charged to cover utility costs.
7. Rentals involving minors must be supervised by at least one adult per twenty minors.
8. If alcohol is consumed during the Rental, it is the Homeowner's responsibility to monitor consumption by guests and to ensure that no one under the age of 21 is served or consumes alcoholic beverages on JOA property.
9. There will be NO lighting of fires, sparklers, fireworks, or any other type of incendiary device indoors or outdoors on the premises, other than the use of the fireplace and candles in proper candleholders. **Violations to this rule WILL** result in a fine to be determined by the Jackson Oaks Association Board.
10. Homeowner may NOT use the fireplace. Proper candleholders must be used for all candles.
11. No object (e.g. decorations) can be attached to a wall, ceiling, beam, door, or window with anything other than 3M Brand Blue Painters Tape or its equivalent
12. If entertainment is provided, the Homeowner must monitor the noise level so as not to interfere with residents living around the Clubhouse or others in the immediate area. Music on the patio must end or be moved indoors by 10 PM. **THE EVENT MUST END BY MIDNIGHT. This includes clean-up**
13. The Homeowner shall be fully responsible for all activities occurring in the Clubhouse during the Rental period and shall hold the Association free and harmless of any damages or loss of personal property or any bodily injury suffered during or as a result of a Rental. **The Homeowner, the person signing the rental agreement, must be present during the entire Rental.**
14. The barbeque pit may be used with prior arrangement, but may not be reserved exclusively. It must remain available to homeowners.
15. STREET SIGNAGE OF EVENT IS PROHIBITED with the exception that Renter may place free-standing sign boards in Jackson Oaks neighborhood only. Signs must be removed by the end of the Rental period. Any remaining signage including but not limited to signs/ balloons to street signs will be removed at renter's expense.

PLEASE NOTE THAT ANY VIOLATION OF CLUBHOUSE RULES MAY RESULT IN PARTIAL OR FULL FORFEITURE OF THE SECURITY DEPOSIT ALONG WITH ADDITIONAL FINES AS DETERMINED BY THE JACKSON OAKS ASSOCIATION BOARD.

This completed form must be presented to the Board of Directors or the Clubhouse Facilitator at the above address, and permission must be secured by personal check.

I, the undersigned, agree to be responsible for any damage done to the facilities. The execution of this document is consent to this provision, including the fact that all deposits submitted may be retained by the Association at the discretion of the Board of Directors and/or the Clubhouse Facilitator, to apply toward such damages. Retention of such deposits by the Association will not relieve the undersigned from assessment for additional sums for actual costs to the Association to correct any damages or rule violations.

I, the undersigned, hereby agree to abide by all rules and regulations of the Board of Directors of the Jackson Oaks Association and agree not to use the facility for any illegal activities, improper activities, or for profit-making activities.

I, the undersigned, understand and agree that violation of any of these regulations will result in the retention of some or all of the security deposit for any outstanding costs or fees until a condition of good standing exists. It may also result in the Homeowner being denied future Clubhouse Rental privileges.

Signature of Homeowner: _____ **Date:** _____

Name of Homeowner (please print) _____

For Association Use:

Initials of Authorized Officer of the Association and Date:

- _____ Application Approved (Circle one) YES NO
- _____ Fee Received
- _____ Deposit Received
- _____ Clubhouse Inspection prior to Event
- _____ Clubhouse Inspection following Event
- _____ Is Cleaning or other Remedial Work required?
- _____ Completion of Remedial Work
- _____ Refund of unused Deposit or Collection of Deficiency Utility fees:
- _____ Appliances left on all night (\$25 fee collected)
- _____ A/C or Heat left on all night (\$25 fee collected)
- _____ Lights left on all night (\$25 fee collected)
- _____ Cleanup including street signage \$125