



Office Use Only	
Type of Event:	_____
Date of Event:	_____
Vehicle Gate Access Code:	_____
Rental Fee \$75.00 received:	<input type="checkbox"/>
Deposit \$225.00 received:	<input type="checkbox"/>
Insurance Rider received:	<input type="checkbox"/>

**GREER RANCH COMMUNITY ASSOCIATION
EVERETT'S PLACE – CLUBHOUSE USE AGREEMENT**

This Everett's Place, Clubhouse Use Agreement ("Agreement") is made by and between the Greer Ranch Community Association ("Association") and the Greer Ranch resident(s) named below ("Host") for the purpose of allowing Host exclusive use of the Association's Clubhouse for the event or activity ("Event") set forth below. Clubhouse may be used by residents in good standing with the Association. As consideration for this grant for exclusive use of the Clubhouse, for specific Event, and Host as follows:

I. HOST INFORMATION:

_____		_____	
Name of Host (Resident)		Name of Additional Host(s)	
_____		_____	
Address in Greer Ranch		Address in Greer Ranch	
_____		_____	
Day Phone	Evening Phone	Day Phone	Evening Phone

II. PROPOSED EVENT:

The Clubhouse can be reserved for use during the hours of 9:00AM to 11:00PM Sunday through Thursday, and 9:00AM to Midnight on Friday and Saturday. The Clubhouse must be vacated by the time designated below, which cannot be later than the times referenced herein above. **Two separate checks need be submitted** - the Clubhouse rental fee of seventy-five dollars (\$75.00) along with a two hundred and twenty-five dollar (\$225.00) security deposit; made payable to: Greer Ranch Community Association.

Date(s) of Event: _____ **Number of Guests:** _____
(Not to exceed 34 Guests)

Time of Event: _____ to _____ (Includes set-up and clean-up)

Description of Event: _____

III. USE RESTRICTIONS / DUTIES OF HOST:

1. The Greer Ranch Host, must be twenty-one (21) years or older, and must be present throughout the entire duration of the Host's event. Violation of this Agreement may result in forfeiture of deposit, and/or imposition of a Damage Reimbursement Assessment or other disciplinary action, after notice and a hearing pursuant to the Association's governing documents.
2. Host confirms his/her understanding that ONLY the Clubhouse (Everett's Place) shall be used during the Event. No other facility including, but not limited to the pool, spa, tot lot and/or park are to be occupied or otherwise utilized by the Host or his/her Guests during the Event.
3. No commercial use of any room in the Clubhouse is permitted, including any use for sale of cosmetics, home products or other re-sale items, seminars open to the public or other similar uses.

4. Host acknowledges and understands that he/she is responsible for the conduct and violations of all persons attending the Event, including violations of the Clubhouse Rules and Regulations. The Clubhouse Rules and Regulations are attached hereto as Exhibit "A". In the event of any inconsistencies with the Association Rules & Regulations and this Clubhouse Use Agreement, this Clubhouse Use Agreement shall control.
5. Host acknowledges and understands that he/she is responsible for compliance with all laws, local ordinances and the applicable provisions of the Association's Governing Documents by all attendees of Host's Event. Host must also take steps to ensure the health and safety of all persons, including minors, in attendance at the Event. In addition, the Host may be required to pay for a third party patrol officer (unarmed) retained by the Association to oversee the Event.

I have read, understand and will comply with the above stated for Use Restrictions/Duties of the Host.

Initials

IV. DEPOSIT:

1. The Host shall be charged a two hundred and twenty-five dollar (\$225.00) security deposit for the Event and a patrol officer fee (if applicable).
2. The security deposit and patrol officer fee (if applicable) is due and payable seven (7) days after the reservation request is approved. Checks should be made payable to: Greer Ranch Community Association. Reservation will be forfeited if such fee(s) are not submitted within (7) days after approval of request.
3. The deposit may be refunded within three (3) days after the date of Event, unless it is determined following the Post-Event Inspection that a forfeit of the deposit or any portion thereof is appropriate pursuant to the terms of this Agreement.
4. Cost of any and all clean up, damage and/or repair to the Clubhouse will be deducted from the security deposit with an accounting provided by the Association after notice and hearing. Damages in excess of the deposit shall be charged as a special assessment to the responsible Homeowner.

I have read, understand and will comply with the above stated for Deposit.

Initials

V. CANCELLATION POLICY:

1. Deposit may be forfeited if Clubhouse Staff is not notified of cancellation forty-eight (48) hours prior to the Event.

I have read, understand and will comply with the above stated for Cancellation Policy.

Initials

VI. CLUBHOUSE RESERVATION DETAILS:

RULES:

1. Host shall be responsible for escorting guests into and out of the Clubhouse.
2. Neither Host nor Host's guest shall prop open the front entry or back doors, except temporarily to facilitate loading and unloading of Event items. Doors must otherwise remain closed.
3. **No Alcoholic Beverages:** No alcohol of any type is permitted in, on or around the Clubhouse.
4. **No Smoking:** Smoking is prohibited in the Clubhouse.
5. No furnishings or Association property of any kind may be moved or removed from the facility.
6. Beverages must be in unbreakable containers; glassware is prohibited.
7. Wet attire, including swimwear, is not allowed in the Clubhouse.

8. All persons must wear footwear.
9. Pets are not permitted in the Clubhouse.
10. Parking at the Clubhouse is reserved for Residents and private parties using the clubhouse facilities.
11. The maximum number of guests allowed in the Clubhouse at any given time is limited by fire code standards, currently thirty-four (34) guests.
12. All persons using the clubhouse facilities shall avoid disturbing the residents in neighboring houses, as well as the other recreation facilities.
13. Clubhouse rental MAY NOT be used with conjunction with pool area, gazebo, tot lot amenities and/or grass area adjacent to Clubhouse.
14. No igniting candles or the fireplace.

DECORATIONS:

1. Tape is not permitted on the walls or doors (exception of Blue Painters Tape).
2. Use of tacks or nails into the walls is prohibited.
3. Absolutely no glitter, silly string, confetti or other similar items.

CLEAN-UP:

1. The Host shall be responsible to Clubhouse, to include clean floors, windows, kitchen, cabinets, game room and removing all evidence of the Event.
2. All trash must be removed from kitchen, game room & bathrooms prior to Post-Event Inspection. Refrigerator, microwave and oven must be emptied and cleaned if used during event.
3. The Clubhouse must be left in the same condition and furniture configuration as prior to the Event as received in the Pre-Event Inspection.

I have read, understand and will comply with the above stated for Clubhouse Reservation Details – Rules, Decorations, Clean-Up. Failure to abide by Clubhouse rules and details will result in revocation of clubhouse facilities for a period of thirty (30) days. The Association may revoke clubhouse privileges from any Homeowner who is delinquent on dues, assessments or fines.

Initials

VII. RELEASE OF LIABILITY AND INDEMNIFICATION:

The Association's liability insurance does not provide coverage to residents renting the Clubhouse for private functions. Therefore, at least seven (7) days before the Event date, Homeowner must provide the Association with evidence of insurance coverage or the Homeowner's reservation will be cancelled. A twenty-four (24) hour "Additional Insured Rider" to the Homeowner's existing property insurance policy should be available from Homeowner's insurance carrier. **The additional insurance rider must name "Greer Ranch Community Association and Avalon Management as additional insured" with a minimum of one million (\$1,000,000.) dollars liability coverage.**

Host shall indemnify, defend and hold Association and each of its directors, officers, employees, property manager and agents harmless from and against all claims, suits, demands, losses, damages or liability, including without limitation, court costs and attorneys' fees ("Claims") directly or indirectly arising out of or resulting in connection with the reservation and/or use of the Clubhouse for the Event and/or the performance or nonperformance of Host's obligations hereunder. Such indemnity is intended to apply during the term of the Agreement and shall survive the expiration or termination of the Agreement.

I have read, understand and will comply with the above stated for Release of Liability and Indemnification.

Initials

VIII. DAMAGE TO PROPERTY:

The Host shall be responsible for any and all injuries to persons and/or damage to real or personal property owned and/or maintained by the Association which is caused, either directly or indirectly, by the acts or omissions of the Host, the Host's agents, the attendees of the Host's Event, and/or any other person

associated with the Host's Event. In the event of such injury to persons or damage to real or personal property, Host will be entitled to notice and a hearing before the Board. In the event the Board finds Host/Owner responsible for the injury and/or damage, the Association will special assess Host for the cost and expense of repairing and/or replacing any and all such damages. Host shall pay such special assessment within thirty (30) days of the date of the Association's notice of Special Assessment.

I have read, understand and will comply with the above stated for Damage to Property.

Initials

IX. POST-EVENT INSPECTION:

Within twenty-four (24) hours after the event, an authorized representative of the Association shall inspect the Clubhouse for purposes of determining whether any damage has occurred as a result of the Event, whether all facilities are properly restored (including furniture placement; removal of any decorations; cleaning; etc.), and whether a forfeiture of Host's deposit or any portion thereof is appropriate. Host may accompany the Association representative for the inspection by making such arrangements prior to the Event.

I have read, understand and will comply with the above stated for Post-Event Inspection.

Initials

X. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS:

I, Homeowner/Resident of Greer Ranch Community Association, acknowledge by the signature(s) below have the right to consult with an attorney before executing this Agreement and that you have either done so or elected not to do so prior to signing this Agreement. You also acknowledge, by your signature(s) below, that you have read this Agreement and acknowledge, understand, and agree to all the requirements set forth herein.

Print Name of Homeowner/Resident

Signature of Homeowner/Resident

Date

Print Name of Homeowner/Resident

Signature of Homeowner/Resident

Date

EXHIBIT A
EVERETT'S PLACE – CLUBHOUSE USE AGREEMENT

* OFFICE COPY*

RULES and REGULATIONS:

1. The Greer Ranch Host, must be twenty-one (21) years or older, and must be present throughout the entire duration of the Host's event. Violation of this Agreement may result in forfeiture of deposit, and/or imposition of a Damage Reimbursement Assessment or other disciplinary action, after notice and a hearing pursuant to the Association's governing documents.
2. Host confirms his/her understanding the ONLY the Clubhouse (Everett's Place) shall be used during the Event. No other facility including, but not limited to the pool, spa, tot lot and/or park are to be occupied or otherwise utilized by the Host or his/her Guests during the Event.
3. No commercial use of any room in the Clubhouse is permitted, including any use for sale of cosmetics, home products or other re-sale items, seminars open to the public or other similar uses.
4. Host shall be responsible for escorting guests into and out of the Clubhouse.
5. Neither Host nor Host's guest shall prop open the front entry or back doors, except temporarily to facilitate loading and unloading of Event items. Doors must otherwise remain closed.
6. **No Alcoholic Beverages:** No alcohol of any type is permitted in, on or around the Clubhouse.
7. **No Smoking:** Smoking is prohibited in or around the Clubhouse.
8. No furnishings or Association property of any kind may be moved or removed from the facility.
9. Beverages must be in unbreakable containers; glassware is prohibited.
10. Wet attire, including swimwear, is not allowed in the Clubhouse.
11. All persons must wear footwear.
12. Pets are not permitted in the Clubhouse.
13. No igniting candles or the fireplace.
14. Parking at the Clubhouse is reserved for Residents and private parties using the clubhouse facilities.
15. The maximum number of guests allowed in the Clubhouse at any given time is limited by fire code standards, currently thirty-four (34) guests.
16. All persons using the clubhouse facilities shall avoid disturbing the residents in neighboring houses, as well as the other recreation facilities.
17. Tape is not permitted on the walls or doors (exception of Blue Painters Tape).
18. Use of tacks or nails into the walls is prohibited.
19. Absolutely no glitter, silly string, confetti or other similar items.
20. The Host shall be responsible to Clubhouse, to include clean floors, windows, kitchen, cabinets, game room and removing all evidence of the Event.
21. All trash must be removed from kitchen, game room & bathrooms prior to Post-Event Inspection. Refrigerator, microwave and oven must be emptied and cleaned if used during event.
22. The Clubhouse must be left in the same condition and furniture configuration as prior to the Event as received in the Pre-Event Inspection.

The additional insurance rider must name "Greer Ranch Community Association and Avalon Management as additional insured" with a minimum of one million (\$1,000,000.) dollars liability coverage.

COMMUNITY PATROL 951-543-5242

Community Patrol check-in and check-out each reservation. Resident is responsible to call Patrol should hours of check-in or check-out change.

TRASH CONTAINER COMBO 28-31-6

All trash must be discarded prior to check out or a fee will be deducted from deposit.

**EXHIBIT A
EVERETT'S PLACE – CLUBHOUSE USE AGREEMENT**

*** RESIDENT'S RESERVATION COPY***

RULES and REGULATIONS:

1. The Greer Ranch Host, must be twenty-one (21) years or older, and must be present throughout the entire duration of the Host's event. Violation of this Agreement may result in forfeiture of deposit, and/or imposition of a Damage Reimbursement Assessment or other disciplinary action, after notice and a hearing pursuant to the Association's governing documents.
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The additional insurance rider must name "Greer Ranch Community Association and Avalon Management as additional insured" with a minimum of one million (\$1,000,000.) dollars liability coverage.

Guest can visit the Greer Ranch website, www.MyGreerRanch.com to view directions to event located on the community calendar.

EVENT: _____ **EVENT TIME:** _____ **to** _____ **EVENT DATE:** _____

VEHICLE ACCESS CODE: _____ *All codes must be kept confidential and only effective during event hours.*

COMMUNITY PATROL 951-543-5242

Community Patrol check-in and check-out each reservation.

Resident is responsible to call Patrol should hours of check-in or check-out change.

TRASH CONTAINER COMBO 28-31-6

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