

**RIVIERA HEIGHTS HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT**

EVENT DAY: _____ EVENT DATE: _____

TYPE OF EVENT: _____ # OF ATTENDEES: _____

EVENT START TIME: _____ EVENT END TIME: _____

REQUESTED SET UP TIME: _____

HOMEOWNERS NAME: _____

RIVIERA HEIGHTS STREET ADDRESS: _____

MAILING ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

RENTAL FEE: _____ Rec'd: ____/____/____

DEPOSIT AMOUNT REQUIRED: _____ Rec'd: ____/____/____ Returned: ____/____/____

- Clubhouse Rental Fee includes using the Clubhouse (including chairs, tables, kitchen, bathrooms, and deck), set-up and tear-down of tables and chairs as requested, heat, light, and power.
- Clubhouse rental hours are from 8 AM to 10 PM.
- The maximum room capacity is 129 people.
- A check for the rental fee in the amount of **\$150 per day** and a separate deposit check in the amount of **\$300** per day for cleaning/damage, as well as a signed copy of the terms of this agreement, are required to confirm your event booking of the Clubhouse.
- Upon booking request, RHHA will hold your desired event date on a tentative basis for a maximum of 14 days. If we do not receive your rental fee and deposit check within 14 days of your booking request, the clubhouse space will be released for availability to other homeowners. In the rare instance that another homeowner requests the same event day while the space is being held for you on a tentative basis, the RHHA office will contact you and give you the

- first opportunity to confirm the event space rental (with a signed contract and deposit) or release space.
- The cleaning deposit is refundable if there is no damage incurred to the site and clubhouse, all facilities are left in the same clean condition in which they were found, and keys are returned to the office. The deposit will be refunded to the owner within 30 days of the event date providing everything is left in suitable condition. The Clubhouse and gate key(s) must be returned to the RHHA office the next business day or dropped in the RHHA Office door slot.
- If the room is not left in the same clean condition in which it was found, the owner will be charged at a rate of \$35.00 per hour, and the cost of cleaning supplies for any necessary cleanup, which will be deducted from the deposit amount. Costs for any additional cleaning, repairs, or damage to RHHA Club House or property will be billed separately to the homeowner.
- Within 14 days of your confirmed booking date, you must provide RHHA with proof of signed "Insurance Rider" providing RHHA increased liability insurance coverage and protection during your term of use of the Club House and facilities in the amount of \$1,000,000.00, and agreeing to indemnify and hold harmless the Homeowners, Association it's directors, officers, members, employees, successors and assigns, etc., from any damages sustained because of claims demands, costs or judgments arising from the use of the clubhouse and related facilities. The waiver of claims and indemnification provisions relate to all persons who are on the premises during and related to the event and any accidents or incidents that result in claims against the Homeowners Association, its directors, etc. because of event behaviors and actions of attendees.
- The undersigned does hereby waive and release any rights or claims for personal injury or damages that might arise against the Homeowners Association and its directors, officers, members, or employees from the use of the Clubhouse and facilities. In the event any legal action is instituted against RHHA, its directors, officers, members, employees, etc. arising from the use of the clubhouse described herein, the undersigned in addition to damages, shall be held liable as per RHHA CC&R Section 4.4. Special Individual Assessments.
- The RHHA Clubhouse is only available for gatherings and events booked by an RHHA property owner (and their invited guests). The owner booking the event must be in attendance at the event for the entire duration. Homeowners are not allowed to rent out the RHHA facilities to non-members or other parties.
- The Clubhouse is not available for rental of events that are open to the public unless approved by the RHHA Board of Directors.
- The Board of Directors, its officers, and employees reserve the right to cancel any party at any time. If the police are called for any reason related to your event, the party will be canceled

immediately, and the deposit forfeited. Additional fines may be assessed based on any nuisance or damage to common area property.

- Alcohol is allowed during your event, should you wish to provide this for your guests at no charge. No alcohol may be provided to minors. No alcohol is allowed to be sold at the Clubhouse or on RHHA grounds.
- **Clubhouse rental does not include barbeque area or pool usage. Barbecuing is not permitted on the premises and use of the Clubhouse Fireplace is also prohibited.**
- The Clubhouse is a non-smoking facility.
- **Please – to prevent damage, no tape, glitter, confetti, push pins, tacks, or nails are to be used on Clubhouse walls, beams, or ceiling**
- Please provide table and chair setup requirements at least two weeks prior to the event. If the clubhouse is not rented for another event within 24 hours of your scheduled event date, you may set up and decorate the day before at no additional charge. Please contact the RHHA office to check availability.
- Please contact the RHHA office and arrange to pick up the keys just prior to your event date. Office hours are Tuesday through Friday, 9 am to 4 pm.
- The owner is to provide their own tablecloths, dishware, and utensils as needed for the event. There are some basic kitchen utensils and trays provided at no charge.
- Upon event conclusion, it is the responsibility of the homeowner renting the Clubhouse to:
 - ❖ Leave the hall, kitchen, deck, and bathrooms in the same clean condition as they were provided at the onset of the rental. Floors should be swept and mopped. Sinks and toilets (flushed) should be wiped clean. For your convenience, cleaning supplies and garbage bags are under the kitchen sink.
 - ❖ Kitchen should be cleaned: stove, microwave, sinks, counter tops, refrigerator, and dishwashers if used.
 - ❖ All tables used should be wiped clean, left in place, or stacked along the wall, if necessary for cleaning.
 - ❖ All decorations and signage are to be removed from the Clubhouse and its facilities.
 - ❖ Remove all trash from the Clubhouse Hall, kitchen, bathrooms, deck, and parking lot. Take the trash out to the dumpster (located at the east end of the parking lot).

- ❖ All recycling should be placed in the blue bin at the western end of the parking lot near the entrance gate. If recycling is full and your event is on a Friday, Saturday, or Sunday, please place the recycling bin along the street at the end of the driveway (outside of the gate) for Monday pickup.
- ❖ Turn off the heaters/AC and lights.
- ❖ Turn off the stove and faucets.
- ❖ Lock all doors.
- ❖ Put Clubhouse keys in the office door mail slot or return them to the RHHA Office the next business day.
- ❖ The gate at the end of the driveway must be closed and padlocked upon leaving the facility.

The undersigned has read the above rules and regulations related to the use of the clubhouse and related facilities at the Riviera Heights Homeowners Association. The undersigned agrees that they will comply with all rules and regulations relating to the use of the clubhouse and will immediately report any problems with the facilities that are detected during the use of the clubhouse to the Association.

Homeowner Signature

Date signed

RHHA Office Representative

Date signed

RIVIERA HEIGHTS HOMEOWNERS' ASSOCIATION

3040 Riviera Heights Drive

Kelseyville, CA 95451

Office (707) 279-224

Email rivieraheightshoa@gmail.com **Website** www.rivieraheights.com

RELEASE OF LIABILITY

By signing this agreement, I, _____, acknowledge that I am volunteering for Riviera Heights Homeowners' Association on my own free will, and I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, may experience or incur in connection with my volunteer activities ("Claims").

I hereby release, covenant not to sue, discharge, and hold harmless the HOA Board, employees, other association members, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

Property Owner's Signature

Date

Property Owner's Name (Print)

Property Owner's Address

RIVIERA HEIGHTS CLUBHOUSE RENTAL CHECKLIST

Clubhouse rental hours are from 8 a.m. to 10 p.m.
Please make sure there is no noise after 10 p.m.

NO DECORATIONS MAY BE PINNED, NAILED, OR TAPED TO WALLS OR CEILING

CLEANUP CHECKLIST:

- ☐ Garbage is to be removed from the Clubhouse after the event. There is a large dumpster at the eastern end of the parking lot for all trash. All recycling should be placed in the blue bin at the western end of the parking lot. If recycling is full and your event is on a Friday, Saturday, or Sunday, please place the recycling bin along the street at the end of the driveway (outside of the gate) for Monday pickup.
- ☐ The clubhouse was cleaned before your rental. The hall, kitchen, and bathrooms should be left in the same manner that they were provided at the onset of the rental. Floors should be swept and mopped. Sinks and toilets should be wiped down, if necessary. Cleaning supplies and garbage bags are under the kitchen sinks.
- ☐ The kitchen should be cleaned: stove, microwave, sinks, countertops, refrigerator, and dishwashers if used.
- ☐ All tables used should be wiped clean. Tables left in place or stacked along the wall, if necessary for cleaning. Chairs should be folded and stacked along the wall.
- ☐ All decorations should be removed, both inside and out.
- ☐ All lights and air conditioning/heaters should be turned off before leaving.
- ☐ The gate at the end of the driveway must be closed and padlocked upon leaving the facility.
- ☐ Clubhouse keys may be returned on the next business day or dropped in the office door mail slot.

If extra cleaning is required after inspection, a portion of your deposit will be deducted to cover the cost of janitor services.

Signature: _____ Date: _____

Office Rep.: _____ Date: _____

Riviera Heights Homeowners Association

3040 Riviera Heights Drive • Kelseyville, CA 95451 • 707-279-2245

rivieraheightshoa@gmail.com • www.rivieraheights.com

RELEASE OF KEYS

I, _____ acknowledge that I have received keys to the RHHA main gate and Clubhouse for my rented event on _____ and agree to return the keys after the event by dropping them through the front door mail slot or in person at the RHHA office to a RHHA staff person.

_____ I understand and accept that there will be a \$250 fine for losing the keys.

X

Homeowner

X

RHHA office staff

Date: _____

☐

Clubhouse keys received in the office

Date: _____