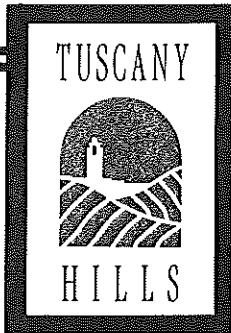


TUSCANY HILLS LANDSCAPE & RECREATION CORPORATION



75 Via Scenica • Lake Elsinore • CA 92532

CLUBHOUSE AGREEMENT AND RENTAL APPLICATION

A Renaissance in California Living

TUSCANY HILLS LANDSCAPE AND RECREATION
CORPORATION
CLUBHOUSE RENTAL AGREEMENT

1. Homeowner/Resident must come into the office during office business hours, to complete all paperwork and make all payments.
2. All payments must be made by check, credit card, or debit card from the owner or resident of the property, with residential status subject to verification (e.g. Identification, etc.). Payments made after fourteen (14) days from the date of the event must be in the form of debit only.
3. Residents are limited to a maximum of three (3) rentals per year, per property address.
4. No resident shall be given exclusive use of the clubhouse Monday through Thursday without prior Board Approval. Only events sponsored by the Association will take place Monday through Thursday. Residents may rent the clubhouse for private functions on Friday, Saturday, and Sunday subject to the Rental Agreement and Rental Application rules.
5. Reservations cannot be made more than 4 months (120 days) in advance of the event. (Note: time is calculated based upon a thirty (30) day month. Example: to reserve the facility on September 10th, the earliest date to book, would be May 10th - 4 months preceding the date desired.) Exception: Wedding Receptions - reservations may be made up to one (1) year in advance.
6. Reservations are booked on a first come first serve basis. A signed contract and a check for the deposit are required to reserve the date for the event. The event is confirmed when all fees are paid in full and evidence of insurance and indemnity has been provided in advance of the event.
7. Payment of additional fees (Clubhouse Rental fee and Security Service fee) must be made (21) days prior to the event.
8. Security Service arrangements are to be made by the Clubhouse Office no less than twenty-one (21) days in advance of the event. If arrangements are made less than this time, hourly fees for security service are subject to increase. Security is required at all events providing alcoholic beverages and/or twenty-one (21) or more adult.

***NOTE: CLUBHOUSE PREMISES IN/OUT HAVE CAMERA SURVEILLANCE INCLUDING RECORDING OF IMAGES ON TAPE AND OTHER MEANS OF DATA STORAGE**

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CLUBHOUSE RENTAL AGREEMENT

9. Rental Fees & Insurance coverage is for the day of the event only. Additional time in the clubhouse will be charged at the daily rate and insurance coverage is required for each day the clubhouse is in use. The rental period begins at 7:00 a.m., the morning of the event. This will include time to set-up and break down within that same day. All members must be out of facility by 2:00 a.m. Residents may not begin preparation activities or allow access to the clubhouse by guests or other participants of the event prior to the stated periods. Residents may request an additional day for set up but the request will not be processed until the rental fee and deposit has been successfully deposited and certificate of liability insurance coverage for that day, has been received.
10. Homeowner/Resident must conduct a walkthrough of the facility between the hours of 9:30 a.m. - 3:00 p.m. on the Friday prior to the weekend of their event.
11. Clubhouse deposit will be reimbursed after Tuscan Hills staff does clubhouse inspection.
12. BEFORE: Come into office to complete paperwork, and pay all fees.
13. AFTER: Complete walk thru checklist with security same day following event.

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CORPORATION
CLUBHOUSE RENTAL AGREEMENT

Guidelines for Board approved sponsored events:

1. Homeowner/Resident must come into the office during business hours, to complete all paperwork and make all payments.
2. All payments must be made (14) days prior to event by check, credit card, or debit card from the owner or resident of the property, (residential status subject to verification).
3. Reservations cannot be made more than 4 months (120 days) in advance of the event. (Note: time is calculated based upon a thirty (30) day month. Example: to reserve the facility on September 10th, the earliest date to book that date would be May 10th - 4 months preceding the date desired.)
4. Security Service arrangements are to be made by the Clubhouse Office no less than twenty-one (21) days in advance of the event. If arrangements are made less than this time, hourly fees for security service are subject to increase.
5. All events must have the required insurance policies as per page 2 paragraph 9 (**No exceptions**).
6. Clubhouse is only available Sunday – Thursday, 9:30 a.m. to 9:00 p.m.
7. Security is to be hired, for any type of banquets, or award ceremonies. With a (4 hr. minimum)
8. NO ALCOHOL
9. Cleaning deposit is required for all event (meetings are excluded).

***NOTE: Tuscany Hills ONLY provides for (6) sponsored events per year.**

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CORPORATION
CLUBHOUSE RENTAL AGREEMENT

CLUBHOUSE SECURITY COVERAGE AND SERVICES:

The Association's Clubhouse Rental Agreement and the Regulations governing Tuscan Hills Landscape and Recreation Corporation require security officer coverage at individual homeowner events held at the Clubhouse. This is based on the number of invited guest, and is as follows:

Security Officer Coverage and Services Required:

1-20 Adult Attendees.....	None
21-75 Adult Attendees	One (1) Officer
76-149 Adult Attendees	Two (2) Officers
150-268 Adult Attendees	Three (3) Officers

Security/Facility officer coverage services for homeowners clubhouse events provided by Current Security Services will be billed at \$21.00 per hour, per officer for a minimum four (4) hour period. Rates are subject to change per the Rules. Failure to comply with Rules and timelines set forth by the Tuscan Hills Rules may result in a forfeit of the full deposit amount in addition to the charges for the patrol officer service.

The Clubhouse will be inspected by either management or security after the event, this inspection will take place to ensure there has been no damage to the clubhouse or rule infractions, which may prohibit the release of all or a portion of the homeowner's refundable deposit

Security officers look forward to working with you, and will do all they can to ensure your event is pleasant and successful.

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CLUBHOUSE RENTAL AGREEMENT

INSURANCE REQUIREMENT AND INDEMNITY AGREEMENT

Reservation of the Clubhouse for rental is contingent upon proof of insurance and agreement to indemnify the Association.

Insurance

An application for reservation of the Clubhouse must be accompanied by a copy of insurance policy/policies and/or Certificate(s) of Insurance, and executed additional insured endorsement(s) as described below, showing a policy of general liability insurance which satisfies the requirements below. This liability insurance policy shall provide coverage for any property damage, bodily injury, personal injury and/or death due to or occasioned by the reserving party's negligence, or the negligence of the reserving party's guest(s), invitee(s), employee(s) or agent(s), in or arising from the use of the Clubhouse facility. If the reserving party will be serving food and/or alcoholic beverages, the insurance policy shall provide, 'and shall not exclude coverage for, food and/or liquor liability insurance coverage. The policy limits shall be at least three hundred thousand dollars (\$300,000.00) combined single limit (per person/per occurrence). The policy shall be endorsed to name the Tuscan Hills Landscape and Recreation Corporation, as additional insured. Said endorsement shall provide that the policy shall be primary and non-contributory as to any policies of insurance maintained by the additional insured.

The reserving party shall not permit or hire any third party, including but not limited to a caterer, bartender or disc jockey, to provide any service or product in the Clubhouse unless in addition to evidence of the above-described insurance coverage the application for reservation of the Clubhouse is also accompanied by proof of commercial general liability insurance coverage, with policy limits of at least one million dollars (\$1,000,000.00), endorsed to include food and/or liquor liability insurance coverage if food and/or liquor is to be served by the third party, and endorsed to name the reserving party, Tuscan Hills Landscape and Recreation Corporation, as additional insured. Said endorsement shall provide that the policy shall be primary and non-contributory as to any policies of insurance maintained by the Additional insured.

Evidence of all insurance coverage as required above must be submitted no later than twenty-one (21) days before the scheduled event. Failure to submit proof of the required insurance coverage will result in cancellation of the reservation and forfeiture of the rental fee.

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CORPORATION
CLUBHOUSE RENTAL AGREEMENT

Indemnification

Notwithstanding the above, any party applying for a reservation of the Clubhouse thereby agrees to be responsible for his/her guest(s), invitee(s), employee(s) or agent(s) compliance with all Association governing documents, for any personal injuries, and for any damage to the Association's property. Furthermore, a reserving party agrees, to the fullest extent permitted by law, to indemnify and defend the Association and its corporate directors, officers, agents and managers, from any and all claims made against it by reason of the negligent acts, omissions or activities of the reserving party, the reserving party's guest(s), invitee(s), employee(s) or anyone else using the Clubhouse at the reserving party's invitation or with the reserving party's consent. The reserving party shall defend, indemnify, and hold harmless the Association and its corporate directors, officers, agents and managers from and against any and all liability, loss, expense, attorney fees or claims for injury or damages arising out of use of the clubhouse.

X

Homeowner/Resident

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CORPORATION
CLUBHOUSE RENTAL AGREEMENT

DATE OF EVENT: _____ **TIME OF EVENT:** _____ **Start:** _____ **End:** _____
TIME FOR DECORATIONS: _____
TIME FOR CLEAN UP: _____

All reserved functions shall conclude by 12:00 a.m. - midnight

RESIDENTS NAME: _____ **CELL/HOME PHONE NUMBER:** _____
PROPERTY ADDRESS: _____ **TYPE OF EVENT:** _____

Please initial one:

NUMBER OF GUESTS:	1-20 Attendees	No Patrol officers required	_____
	21-75 Attendees	1 Patrol officer required	_____
	76-149 Attendees	2 Patrol officers required	_____
	150-268 Attendees	3 Patrol officers required	_____

Please check one:

Entertainment: None: _____ DJ: _____ Band: _____ Other: _____

Kitchen Needed: Yes: _____ No: _____ Catered: _____ Other: _____

Serving Alcohol: Yes: _____ No: _____

NOTE: The Board and Property Management reserve the right to make reasonable modifications and impose additional conditions as it deems appropriate to accommodate the event and protect the assets of the Association.

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CORPORATION
CLUBHOUSE RENTAL AGREEMENT

CLUBHOUSE RENTAL APPLICATION

AGREE TO THE FOLLOWING: (PLEASE read before you initial each item, for which you are being held responsible.) **Initial:**_____

Use Fee: I understand that all clubhouse rental fees must be paid, in full at least 30 business days in advance of the event. Preferably by credit card or debit card. The Clubhouse rental fees are subject to change without notice. All Rules and Regulations of the Tuscany Hills (LARC) apply when using the clubhouse. **Initial:**_____

Refundable Deposit: Any additional charges (burden to the clubhouse) as a result of this rental Shall be passed on to the Renter and deducted from the security deposit. Deposits are subject to any costs incurrence for the following but not limited to these examples:

- o Damages to Clubhouse or contents, equipment, furnishings, or common area.
- o Violation of any of the Rules and Regulations of Tuscany Hills Recreation Corporation.
- o Cleaning of Clubhouse. Clubhouse must be returned to the same condition as prior use.
- o Missing property.

I understand that any damages and / or failure to observe clubhouse rental rules may subject us to forfeiture of our complete deposit, and may prohibit us from **ANY** future rentals within the calendar year. **Initial:**_____

Cleaning of Clubhouse: Clubhouse must be returned to the condition as the pre - event. **Initial:**_____

NO ALCOHOL: is to be served to persons under 21. **The Event will be shut down after the Police are notified.** **Initial:**_____

Security Service: Confirmation and payment for these services are required prior to use of the clubhouse. Payment is required to be made at least 21 days in advance, via a check or money order made payable to **Chief Protection Services**. Patrol officers are required for every event from the start of the event until the final walk thru. **Initial:**_____

I understand that only upon receipt of the deposit fee, use fee, and security service fee is the date for our clubhouse use confirmed. **Initial:**_____

Clubhouse Reservation DOES NOT: include the pool and spa area, tot-lot, picnic area, fitness center or lower level veranda facing the pool. Use of this area can result in immediate forfeiture of deposit and may be subject to a special assessment. **Initial:**_____

I agree to have the proof of insurance required for both the Clubhouse rental as well as any vendors working the event. Proof of insurance must be in the office no later than twenty (21) days prior to event. **Initial:**_____

I agree to indemnify the Association, and remain in compliance of all the Rules and Regulations. Residents and their guest are responsible for their own safety. The Association does not assume any responsibility for accidents, which occur in or around any common area facilities. **Initial:**_____

Children must be accompanied by an adult, and kept supervised at all times. **Initial:**_____

Smoking is NOT allowed in the Clubhouse, use the designated smoking area. Pets are not allowed within Clubhouse. **Initial:**_____

Maximum capacity of recreation room (268) is posted and must not be exceeded. **Initial:**_____

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CORPORATION
CLUBHOUSE RENTAL AGREEMENT

CLUBHOUSE RENTAL APPLICATION

No tables or chairs permitted to be stacked in the handicapped lift. **Initial:**_____

Electronic amplification equipment may not be used after 12:00 midnight (**deadline for ending of event**) music must be confined within the clubhouse during the event. **Initial:**_____

Wet or damp bathing suits, towels, or clothing are not allowed within the clubhouse. Shoes must be worn at all times within the clubhouse. **Initial:**_____

Any resident (Owner / Tenant) may be denied the use of the Clubhouse if you are delinquent on your association fees. **Initial:**_____

I will be completely responsible for the coordination of all preparation and clean-up. I am responsible for each item below: **Initial:**_____

- Removal of all decorations and related event supplies.
- Trash removed and properly disposed of in the trash bin. Must provide your own trash bags.
- Kitchen equipment cleaned and excess food removed.

I will not affix anything to the walls or clubhouse to cause damage to the walls or surfaces. Scotch or masking tape can only be used for the installation of decorations. No Staples, tacks, or glue. **Initial:**_____

No Glitter, Holiday stickers, spray-on snowflakes or paint of any kind are to be used in the clubhouse, or on the windows. **Initial:**_____

I will use protective coverings to place around the food or liquid to prevent stains from occurring during event. (Plastic, runners, throw rugs, etc.) **Initial:**_____

I understand that I cannot move the plants, any damage to the plants may result in replacement cost of the plant or the pot. **Initial:**_____

I understand that if candles are used, a protective base will be used to prevent wax drippings or heat damage. **Initial:**_____

I will provide all our own cleaning supplies for clean-up of clubhouse. (Towels, Black Trash Bags) I will remove all trash and debris from the clubhouse and dispose of it in the dumpster. **Initial:**_____

I will promptly report, in writing, any damages we cause or note to either the security service or the management office. **Initial:**_____

I understand that rental of the clubhouse is for one day only. I will have all items picked up or removed from clubhouse the night of the event. **Initial:**_____

I will not use, remove, or dispose of any items in the kitchen cupboards, drawers, or refrigerator. **Initial:**_____

I will return the signed, dated & completed clubhouse rental checklist, the same day as event and agree to conduct an inspection with a Patrol Officer prior to leaving the clubhouse. **Initial:**_____

I will communicate with management, if use of the wheelchair lift is required. We understand the lift is locked and not to be used without making prior arrangements. **Initial:**_____

I understand we are responsible to be present, or a designate person present, for all deliveries or pickups of items pertaining to our event, including preparation *and* clean-up. **Initial:**_____

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CORPORATION
CLUBHOUSE RENTAL AGREEMENT

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I understand any cleaning of the tile surfaces are to be cleaned only with warm soap water. The residents are encouraged to use plastic in all food-serving areas. **Initial:**_____

Any and all cancellations must be in writing, and submitted as soon as possible and no later than thirty (30) days prior to the scheduled event. Failure to properly cancel can result in forfeiture of the deposit. **Initial:**_____

Reservations will not be made without a signed contract and payment of the deposit.

Initial:_____

I understand by hosting this event I will be present for its entirety. I agree by signing this application I will follow the Rules & Regulations. It is confirmed that the clubhouse is being rented for the benefit of a Tuscany Hills Resident or as a resident-sponsored event. I agree not to hold TUSCANY HILLS LARC officers and agents from any liability for damage or loss occurring on the premises.

I agree and accept the responsibility to enforce the rules with my guests. I understand violating any rules can result in future privileges being revoked, or a portion of the Clubhouse deposit will be forfeited. I understand if there are additional costs for loss, damages, or violation of the rules I will be responsible to pay for the remaining balance, I understand the additional cost will be applied as a Special Assessment, without a Hearing against my account for payment.

I HAVE READ THE CLUBHOUSE AGREEMENT, AND THE EXISTING RULES AND REGULATIONS PERTAINING TO THE RENTAL OF THE FACILITIES, AND AGREE WITH THE CONDITIONS AND RESTRICTIONS.

Sign: _____ **Address:** _____ **Date:** _____

OFFICE USE ONLY:

Refundable only if all conditions of the Clubhouse Agreement/Application are met)

	<u>Date Rec'd</u>	<u>Transaction / Check#</u>	<u>Initials</u>
Refundable Deposit \$	_____	_____	_____
Security Service: \$	_____	_____	_____
Clubhouse Rental: \$	_____	_____	_____
Wear /Tear Fee: \$	_____	_____	_____

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CORPORATION
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CLUBHOUSE RENTAL FEE SCHEDULE

Clubhouse Fees:

Refundable Deposit	\$385.00
Rental Fee	\$225.00
Security Services Fee	\$21.00/hr.
Cleaning Fee	\$105.00

***Cleaning Fee will be taken out of Clubhouse Deposit**

Deposit is refundable, subject to compliance with terms of contract. Deposit fee is to be separate, and payable to THLARC.

Courtesy Security Services is subject to change, to the current rate of the company contracted with by the Association. All checks and money orders are to be made payable to (Current Security) to cover the cost of these services.

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