

# Sonoma Pines Community Clubhouse Rental Agreement

Date: \_\_\_\_\_

## Contact Information

NAME OF HOMEOWNER/RENTER:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ Cell Number \_\_\_\_\_ email \_\_\_\_\_

## Event Details

PURPOSE OR TYPE OF FUNCTION:

\_\_\_\_\_

DATE OF FUNCTION: \_\_\_\_\_ HOURS OF USE: \_\_\_\_\_ to \_\_\_\_\_

EXPECTED ATTENDANCE: **[maximum 80 people]**

Will alcohol be sold? (*circle*): **yes/no** Liquor License

Approval # (if applicable): \_\_\_\_\_

**ANY EVENT WHERE LIQUOR IS SOLD MUST HAVE ALL NECESSARY PERMITS, LICENSES, AND INSURANCE. COPIES OF SAME MUST BE PROVIDED TO THE BOOKING AGENT BEFORE KEYS WILL BE MADE AVAILABLE. PLEASE READ DOCUMENT "CLUBHOUSE INSURANCE"**

## Fees

RENTAL FEE: \$150 \$ 150

OPTIONAL CLEANING FEE: \$125 for resident's use: \$ \_\_\_\_\_

TABLECOVER USAGE FEE (\$50 if applicable): \$ \_\_\_\_\_

DAMAGE DEPOSIT

(refundable subject to inspection by booking agent): \$ 500

FEE FOR IPOD AND PA SYSTEM \$ 20

**TOTAL:** \$ \_\_\_\_\_

**FEES ARE NON-REFUNDABLE IF THE FUNCTION IS CANCELLED LESS THAN 30 DAYS PRIOR TO THE EVENT OR IF THE EVENT IS TERMINATED FOR HOMEOWNER'S BREACH OF CONTRACT.**

**THE CLUBHOUSE IS A NON-SMOKING FACILITY. IF ANYONE SMOKES DURING THE EVENT, ALL OF THE DAMAGE DEPOSIT WILL BE FORFEITED.**

**RELEASE OF LIABILITY: PLEASE READ CAREFULLY!**

**By signing the Rental Agreement, the Homeowner/Renter will waive certain legal rights, including the right to sue.** In consideration of the Homeowner’s acceptance of entering into the Rental Agreement, the Homeowner agrees to release, indemnify, forever discharge and hold harmless Sonoma Pines Homeowners Management Ltd, and their respective directors, officers, employees, agents, volunteers, representatives, equipment distributors, successors and assigns (all of whom are collectively referred to as the “Releases”) from and against any and all existing and future claims, actions, costs, suits, demands and/or liability (including reasonable solicitor fees and legal costs) for loss, harm, damages, cost or expense, including without limitation costs, injuries, accidents, losses, and damages related to personal injuries, death, damage to, loss or destruction of property, or from any and all claims of third parties without limitation, which the Homeowner, his/her heirs, executors, administrator, personal representatives, now have or may hereafter have, arising out of the acts or omissions, including negligence of the Releases that may occur resulting from or arising out of any aspect of the Homeowner’s use of the Clubhouse.

**THE HOMEOWNER/RENTER ACKNOWLEDGES THAT BY SIGNING THE RENTAL AGREEMENT HE/SHE IS WAIVING CERTAIN LEGAL RIGHTS WHICH HE/SHE, OR HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.**

*Homeowner’s/Renter’s initial:* \_\_\_\_\_

**MANDATORY INSURANCE**

In the case of the Clubhouse being rented by a non-homeowner, before the event takes place, the renter is required to provide a certificate of insurance, including Liquor Liability insurance if applicable, with a limit of no less than two million dollars (\$2,000,000) and naming Sonoma Pines Homeowners Management Ltd. as additional insured. Please read “Clubhouse Insurance Document” posted on [sonomapines info website](#)

NAME OF INSURER: \_\_\_\_\_ INSURANCE POLICY #: \_\_\_\_\_

I, the HOMEOWNER/RENTER, have read and understand this Rental Agreement and the attached “terms and conditions,” as well as the Clubhouse Rules and Regulations that apply to all users of the Clubhouse, and I agree to abide by them. I further agree to exercise the utmost care in the use of the facilities and to reimburse the cost of repairing any damage arising from my occupancy of the Clubhouse.

Signature of HOMEOWNER: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of BOOKING AGENT: \_\_\_\_\_

Date: \_\_\_\_\_

**THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO  
ALLPRIVATE FUNCTIONS**

**1. Rental Agreement:** The Rental Agreement must be signed by the Homeowner/Renter and applicable fees paid at the time of booking.

**2. Equipment Use for Private Functions:**

- a. Fees cover the use of all food preparation appliances, including the refrigerator, stove, cooler, barbecue and grill, chafing dishes, serving trays, platters, pans, coffee pot and urn, cutlery, dishes, tables, chairs, dishwasher and sound system.
- b. Sterno for chafing dishes is not included.
- c. Renters must supply their own coffee and tea.

**3. Private Function Restrictions:** Under no circumstance can a private function be booked for the purpose of holding a Stag or Stagette party.

**4. Booking Times:** Private functions may be booked between the hours of 11:00 a.m. and 11.00 p.m.

**5. Quiet Hours:** The right to peaceful enjoyment by all Residents living in the vicinity of the Clubhouse must be respected and therefore quiet hours for the Clubhouse will be from 11:00 pm to 5:30 a.m. with no exceptions. Clubhouse quiet hours must be adhered to and the building vacated and locked by midnight.

**6. Maximum Attendees:** Any private function (main entertainment, dining and patio area) is limited to the attendance of 80 persons.

**7. Fees:** A fee is required for the private use of the Clubhouse, which does not include use of the lower level. The following fees are effective August 1, 2019 and are only refundable if the booking is cancelled 30 days prior to the event: 2

- a. \$500.00 damage deposit;
- b. If being used by the Homeowner for personal purposes: \$150.00 rental fee; plus an additional \$125.00 cleaning for 1.a chosen; or
- c. \$50.00 for use of table covers during an event,

**8.** A 25% discount of Clubhouse rental fees may be available for approved volunteers, subject to the Booking Agent's discretion.

**9. Damage Deposit:** Any damage to the Clubhouse or equipment occurring during a private function is the responsibility of the Homeowner/Renter.

**10.** The Homeowner/Renter together with the Booking Agent will inspect the building and equipment before and after the private function to assess pre- and post-booking conditions.

**11.** In the event of damage, the damage deposit will be applied. If the deposit is insufficient to cover damages, the Homeowner/Renter will be responsible for covering all additional costs without exception.

**12. Clubhouse Clean-up:** Clean-up of the facility must be completed no later than 10:00 a.m. the following morning after the private function.

**13.** The Homeowner/Renter may elect to pay an optional cleaning fee or clean the Clubhouse his/herself. There are still some responsibilities that the Homeowner/Renter must complete. Please see attached list, "If electing to pay cleaning fee". This election must be made at the time of booking.

**14.** If the Homeowner/Renter elects to clean the Clubhouse instead of paying the optional cleaning fee, the Homeowner/Renter must ensure the Clubhouse is returned to its pre-function state. Please see attached list, "If electing to clean clubhouse".

**15.** If clean-up of the Clubhouse and facilities used is not completed to standard acceptable to the Booking Agent, the damage deposit will be used to cover the cost of clean-up. The Homeowner/Renter will be responsible for any costs not covered by the damage deposit.

**16. Alcohol:** Under no circumstance can liquor be served to any person under the age of 19 within the Clubhouse.

**17.** If alcohol will be sold at the private function, the Homeowner/Renter must apply for a liquor license and a copy of this license must be shown to the Booking Agent.

**18.** No belligerent and/or destructive behavior tolerated.

**19. Smoking:** Smoking is not permitted in the Clubhouse except in designated area of the Clubhouse. If any guest at the private function is caught smoking, the damage deposit will be forfeited.

**20. Liability and Indemnity:**

a. The Homeowner/Renter agrees that he/she will indemnify and hold harmless Sonoma Pines Homeowners Management Ltd.

b. Sonoma Pines Homeowners Management Ltd., their directors, officers, employees, agents, volunteers, representatives, equipment distributors, successors and assigns shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Clubhouse by the Homeowner, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the Clubhouse.

**21. Insurance:** In the case of the Clubhouse being rented by a non-homeowner, the Renter is required to provide proof of Special Event Insurance, including Liquor Liability Insurance (if alcohol is served), with a limit of no less than two million dollars naming Sonoma Pines Homeowners Managements Ltd..

**22.** Keys will not be released to the Renter until a copy of a "certificate of insurance" is provided to the Booking Agent.

**23. Permits/Laws:** The Homeowner/Renter is responsible for obtaining all necessary permits, licenses and insurance and must comply with all applicable laws



