



**RENTAL AGREEMENT
(SINGLE EVENT)**

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|--|--|--|
| Date of Function: | No. of Guests: | Today's Date: |
| Hours of Function: | Nature/Type of Function: | |
| Name of Owner: | | |
| Owner's Address: _____ | | |
| Home Phone: _____ Business Phone: _____ Mobile Phone: _____ E-mail address: _____ | | |
| Rental Fee(s)--Non-Refundable: \$25.00 per hour | Refundable Deposit: \$250.00 | Method of Payment <input type="checkbox"/> Money Order <input type="checkbox"/> Personal Check |

The Laguna West Association (the "Association") hereby grants the above named Owner the right to use those portion(s) of the Association's Office Facilities which are set forth above on the day(s), at the time(s) and for the function set forth above (the "Function"), upon all of the following terms and conditions, and upon the terms and conditions set forth on the following pages of this agreement (the "Rental Agreement"):

- NUMBER OF ATTENDEES:** No more than 50 persons may be in attendance at an event.
- PRIVATE USE.** The use of Office Facilities is for private and lawful uses only. The Owner shall conduct the function in an orderly manner in full compliance with all applicable laws and regulations. The Association has the right to refuse this privilege to anyone for any reason it deems appropriate.
- PARKING.** The Owner and all persons attending the Owner's Function shall: (a) comply with all parking area rules as set forth in the Association's governing documents, the California Vehicle Code and local municipal codes, (b) shall park only in designated areas, and (c) shall comply with all signs.

4. **ALCOHOLIC BEVERAGES.** Members may only bring alcohol to Association Office Facilities when they have a reservation for a private function, and are required to provide the Association with a certificate of insurance, as explained in further detail in Paragraph 16, below). In accordance with California State Law, no one under the age of twenty-one (21) years shall be served any alcoholic beverages while in the Association Office Facilities. Any person under the age of 21 who shall have in his possession or control alcoholic beverages in the Association Office Facilities shall be ejected.

5. **RENTAL FEES NON-REFUNDABLE.** THE RENTAL FEE IS NON-REFUNDABLE even if the function is cancelled by Owner prior to the date of the function or if the Rental Agreement is terminated by the Association for the Owner's breach of this Rental Agreement.

6. **REFUND OF DAMAGE DEPOSIT.** Owner shall make a deposit with the Association's manager in an amount to be determined by the Association to cover the costs of damage to the Office Facilities (the "Damage Deposit"). The Damage Deposit shall be refunded only if: (a) the Owner holds the Function as scheduled; (b) there is no damage to the Office Facilities; and (c) there is no breach of this Rental Agreement. Under all other circumstances, the Association shall be entitled to retain, as liquidated damages, the entire amount of the Damage Deposit and the Rental Fee, to cover the administrative expenses and lost revenue of the Office Facilities. The Owner's liability for damage to the Office Facilities shall not be limited to the amount of the Damage Deposit.

7. **JANITORIAL.** The Association will provide limited setup services, and will rearrange furniture at the conclusion of the Function. The Owner shall be responsible for and shall pay all janitorial and other clean-up costs, if required. These costs are in addition to the Rental Fee.

8. **CONDITION OF PREMISES.** The Owner shall be responsible and shall pay for all damage, expense and repairs resulting from the use of the Office Facilities pursuant to this Rental Agreement. The Owner shall also be responsible and shall pay for cleaning and restoring the Office Facilities to the condition they existed prior to the Function. A member of the Association's staff will inspect the Office Facilities prior to and after the Function to determine the condition of the Office Facilities. If the Office Facilities subject to this Rental Agreement, after inspection by the Association staff member, are deemed to be in good order (no damage, clean, and restored to the condition existing prior to the function), the full amount of the Damage Deposit shall be refunded. If any damage is found, or if janitorial services are required, Owner shall pay all costs of repairs and the expense of janitorial services in full. The Association may use so much of the Damage Deposit as may be reasonably necessary to pay for such costs and expenses, and if the Damage Deposit is less than such expenses and costs, Owner shall reimburse the Association such additional amounts within ten (10) days of receipt of a written invoice from the Association. Amounts not paid within such ten (10) day period shall bear interest at 10% per annum from the date the cost was first incurred by the Association.

9. **ASSUMPTION OF RISK; WAIVER; RELEASE.** The undersigned Owner intentionally and unconditionally assumes the full risk of injury and death to Owner, and to each and every person attending the Owner's Function ("Function Attendee(s)"), which may result from any use of the Office Facilities, whether authorized or unauthorized (individually and collectively, "Office Use"), irrespective of whether or not any Function Attendees participated in the Office Use which resulted in injury or death. On Owner's

own behalf, and on behalf of each and every Function Attendee: Owner hereby waives the right to bring any "claims" against the Association, the owner of the Office Facilities (the "Landlord"), and the Association's staff, officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Released Parties") as a result of Office Use; and Owner hereby releases and discharges the Released Parties from any and all "claims" Owner or any other Function Attendee may have, now or in the future, which are in any way related to any Office Use. "Claims" shall include, but shall not be limited to, all rights, remedies, actions, injuries, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which Owner or any other Function Attendee may have as the result of any act, occurrence, error, accident, or omission of any one or more of the Released Parties; and the releases in this paragraph are given by Owner, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

10. **INDEMNIFICATION.** Owner agrees to be liable for any and all injuries to persons and property at the Office Facilities, and for any and all injuries to persons and property resulting from any Office Use, which is caused by Owner or any other Function Attendee. In addition, Owner will defend, indemnify and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of the Office Facilities or participation in Office Use by Owner or any other Function Attendee.

11. **FORCE MAJEURE.** If for any reason beyond the Association's control including, but not limited to, strikes, labor disputes, accident, governmental regulations, lack of supplies, acts of war, or acts of God, the Association is unable to perform its obligations under this Rental Agreement, such non-performance shall be excused and the Association may terminate this Rental Agreement without further liability of any nature, and shall return to the Owner the Rental Fee and Deposit. In no event shall the Association be responsible for damages of any nature for any reasons whatsoever including, without limitation, consequential or indirect damages.

12. **NO ASSIGNMENT; PERSONAL ATTENDANCE REQUIRED.** This Agreement is not assignable. The Owner *must* be in attendance during the entire Function.

13. **DISPLAYS.** All displays and/or decorations proposed by the Owner shall be subject to the prior written approval of the Association's management staff in each instance. Any property of the Owner or the Function Attendees, including but not limited to displays or decorations, brought into the Office Facilities and left thereon, either prior to or following the Function, shall be at the sole risk of the Owner, and the Association shall not be liable for any loss or damage to any such property for any reason. **NO TAPE OR NAILS** may be used when decorating the Office.

14. **SET UP REQUIREMENTS.**

15. **SECURITY.** The Association, the Association's staff and managers make no representation or warranty regarding the security of the Office Facilities or the safety of persons visiting the Office Facilities. The Owner will be required to reimburse the Association for costs of staffing during the duration of the Function which will be paid as part of the Rental Cost. The staff shall be concerned only with access to the space reserved hereunder, restricting the Function Attendees' presence to those areas of the Office Facilities.

16. **ATTORNEYS' FEES.** In the event a dispute arises under, or is related to, this Rental Agreement, and whether or not a lawsuit is filed or commenced, the prevailing party shall be entitled to all fees and costs, including attorneys' fees, incurred to enforce the terms of this Rental Agreement.

17. **INSURANCE.** Owner shall provide proof of liability coverage in an amount not less than \$1,000,000 in the form of either: (1) an endorsement to their personal liability insurance extending protection to the Association and the Landlord; or (2) a certificate of insurance naming the Association and the Landlord as additional insureds. Outside vendors (e.g. entertainers or caterers), shall provide a certificate of insurance with General Liability limits of at least \$1,000,000 (and, if applicable, Liquor Liability of at least \$1,000,000), naming Owner, the Landlord, the Association and its managing agents and employees as additional insureds. Certificates of insurance must be provided no less than two (2) days prior to the event date.

The undersigned agrees to all the terms of the Rental Agreement.

Owner Signature

Date

Landlord Signature

Date

For Office Use Only:

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|--|---|
| Name of Association Representative Accepting Function Reservation. | |
| Confirmation that all Association Assessments are current. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Confirmation of space availability (no conflicting reservations or Association functions). | <input type="checkbox"/> Yes <input type="checkbox"/> No |