

RECREATIONAL FACILITIES RENTAL AGREEMENT

31461 Parc Vista West, Laguna Niguel, CA 92677

Phone: (949) 495-3150* Fax: (949) 495-2621

Date: _____

I, (print name) _____ Signature _____,
am a Marina Hills (homeowner/renter) _____ residing at
(address) _____ (city, State, ZIP) _____
(phone number) _____.

I request the use of the following Association's Recreational Facilities:

- ___ Clubhouse facilities only (excluding barbecue facilities & tennis courts & pool area)
- ___ Clubhouse facilities and barbecue facilities (excluding tennis courts & pool area)
- ___ Outside barbecue facilities only (excluding clubhouse facilities, tennis courts & pool area)

Desired date: ____ / ____ / ____ from ____ AM/PM to ____ AM/PM

Total guests not to exceed: _____ (max 132 persons)

Type of function: _____

I agree to be bound by the following rental terms and conditions as established by the Board of Directors:

1. Only a homeowner/renter is permitted to enter into this rental agreement.
2. The facilities will be utilized for my benefit or the benefit of an immediate family member.
3. I or my spouse will be present during the above referenced function.
4. I agree that my guests shall not use the pool area and/or tennis courts while renting the above requested Association's Recreational Facilities.
5. I will ensure that no alcoholic beverages will be served to under-age guests.
6. Illegal or destructive behavior is prohibited.
7. No publicized, open ended or general invitation is permitted.
8. An additional patrol officer is required at functions with 50 or more persons and all teenage functions. I will schedule and pay for the additional patrol officer with the Recreation Center not later than 36 hours prior to the function date. Minimum charge is four (4) hours at twenty-two dollars (\$22.00) per hour. The charge will be forty-four dollars (\$44.00) per hour if scheduled less than 36 hours prior to the function.
9. All function-related property must be removed from the facility as soon as the function is over. The Association reserves the right to dispose of or charge reasonable storage fee for any property not removed from the premises when the function is over.
10. ALL FUNCTIONS SHALL END NO LATER THAN 11:00 P.M. EXCEPT NEW YEARS EVE PARTIES, WHICH SHALL END NO LATER THAN 2:00 A.M. If an additional patrol officer must be brought in to terminate a party due to violation of these rules or to end a party and disperse the guest there at 11:00 P.M., I agree to be charged an additional violation fee of one hundred dollars (\$100.00) per additional patrol officer.
11. Commercial use of the Recreation Facilities is prohibited without Board of Directors permission.
12. Any music (live or recorded) will be permitted solely within the clubhouse at all times, and the clubhouse and patio doors will remain closed. I understand that the noise level must not exceed 55 decibels, which equates to no more than a loud conversation, per city and county code guidelines. I further agree that no music will be permitted outside the enclosed clubhouse. Noise violations will result in forfeiture of entire security deposit and/or suspension of the use of recreational facilities for a period to be determined by the Board of Directors. Violations will be recorded by the patrol officer on

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- duty. Only one warning will be recorded. (Patrol officer will note time and person warned on violation form.)
13. I will be responsible for the conduct of my guests to ensure that Marina Hills' residents are not annoyed or harassed anywhere within the Association's property; I will also be responsible for any damage to the Recreational Facilities' property within the reserved area or any other portion on the Association's property.
 14. Party guests, food/drink and decorations shall remain inside the designated reserved area and debris shall not be strewn about the Association's property but shall be placed in receptacles.
 15. I agree to be responsible and financially liable for any damage caused by me or my guests.
 16. I will inform my non-resident guests NOT to park in the lot assigned for "Resident Use Only".
 17. I understand that a breach of the Agreement includes, but is not limited to, exceeding guest limits, time limit, or noise limits, damage to recreational facility buildings, pools, spa, patio, barbecues, furniture, plumbing, tennis courts, parking lot and landscaping. As a result of any breach of this Agreement, the Board of Director may take the following: a) Declare a forfeiture of the entire security deposit; b) Declare a forfeiture of the privilege to rent the Recreational Facilities in the future; c) Require an increased deposit for future rentals in an amount to be decided at the sole discretion of the Board of Directors; d) After notice and hearing, impose a fine to recover costs incurred by the Association for which I am responsible as a result of my rental of the Recreational Facilities.
 18. I understand that the patrol officers are authorized by the Board of Directors to request that any disorderly guests leave the Association property and/or to close down the function in the event of any violation of this rental agreement. The patrol officers have permission to contact local authorities for assistance.
 19. For the purpose of positive identification, I agree as the facilities renter/signer of this rental agreement to furnish a photo copy of my driver license as part of this rental agreement.
 20. I agree that the rental of the facilities contracted for shall include a non-refundable rental fee of \$_____ and a security deposit of \$_____ which will be refunded if there is no damage. I have also tendered the sum of \$_____ for additional patrol officer as referenced above. I also agree that there will a mandatory non-refundable janitorial fee of \$_____.
 21. I fully understand that all penalties, not limited to those set forth herein, shall be assessed to me as the responsible renter in this agreement.
 22. Upon receipt of the completed rental agreement I as the facilities renter have five (5) working days to submit all necessary deposits or be subject to the possible loss of the requested date and time for the desired function. Cancellation Policy: Reservation canceled 60 days prior to event-100% rental fee refunded, 30 days prior to event-50% rental fee refunded and 29 days or less prior to the event-100% rental fee non-refunded. Reservations canceled within two (2) working days of making the reservation will not be charged a cancellation fee.
 23. The type of function is subject to approval by the Board of Directors.

I have reviewed this agreement, understand its terms and agree to comply. I have received a copy this date.

Recreational Facilities Renter's signature: _____ Date: _____

Patrol Officer(s) on duty _____