

MARINERS GREEN ASSOCIATION #2

625 Fathom Drive, San Mateo, 94404

CLUBHOUSE RENTAL RESERVATION AGREEMENT

Resident Name: _____

Date of Event: _____

Description of Event: _____

1. ELIGIBILITY

- A. Residents in Good Standing: All residents in good standing with Mariners Green Association #2 are eligible to rent the Clubhouse (current on all payments to the Association and not in violation of the Governing Documents). **Proof of residency with an appropriate address must be presented (current driver's license, PG & E, Phone Bill, or copy of lease).**
- B. Limitation of Use: All residents in good standing are limited to 3 rentals per year. Exception to the number of rentals per year may be granted upon prior written petition to the Board of Directors.
* Rentals cannot be consecutive days unless prior special permission granted by the HOA Board.

2. RENTAL FEE AND DEPOSIT

- A. Rental Fee: \$100.00 (**NON-REFUNDABLE**)
- B. Security Deposit: \$500.00 (Refundable with exceptions)
A mandatory walkthrough of the clubhouse must be done with the Management Company or a Board Member **at least a week before the event** to inspect the condition of the clubhouse prior to the event and to ensure that all rules are understood and abided by. The deposit can be paid by personal check, cashier's check or money order only. **James-add YouTube link/revise**
- C. Time for Return of Deposit: Mariners Green will return the deposit after inspection to determine that the clubhouse was cleaned and returned to its original condition within thirty (30) days after clubhouse use. Damages and/or extra cleaning fees will be deducted from the deposit. Any amount exceeding \$500.00 will be invoiced to the owner/renter and due 30 days from the date of invoice.
- D. Form of Payment: All payments must be made from only the residents of Mariners Green #2. The Rental Fee may be made by electronic payment or check (personal or cashier's) payable to Mariners Green Association #2. The Rental fee of \$100 must be paid separately from the \$500 deposit (2 checks or electronic payments). Payments must be made at least 2 weeks prior to the rental date. Last minute rentals may have the time limit removed subject to the Board's decision.
- E. Exception: Exception to the rental fee and/or deposit may be granted upon prior written petition to the Board of Directors. Typically, a waiver may be granted for events that are open to all Mariners Green residents.

Property Management Company: The Manor Association
1820 Gateway Drive, Suite 100, San Mateo, CA, 94404, Phone: 650-637-1616, E-mail: cs@manorinc.com

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3. ACCESS

- A. Access to the Clubhouse: Access to the Clubhouse will be granted only to the resident named on the contract and only for the duration of the rental. Access will not be granted until the deposits are paid. No exceptions. (add Bret)

4. RULES AND REGULATIONS

- A. Rules: All rules, regulations, restrictions, and resolutions of the governing documents of Mariners Green Association #2 shall apply.
- B. Renter Present: Renter must be present during the entire event and assumes all liability for themselves, family and guests as well as any damage to the Clubhouse premises or contents therein.
- C. Designated Agent: Any "Agent" designated by the Mariners Green Association #2 shall be allowed access to enter the Clubhouse **at any time during the event**. Enforcement of any violations of rules will be carried out by said Agent.
- D. Rental Hours:

1. Friday, Saturday, Sunday and National Holidays 8:00 a.m. – 12:00 (midnight): After 10:00 p.m., all doors and windows of the Clubhouse must be closed and all guests must be within the clubhouse to contain any noise. At midnight, guests shall be quiet. The Clubhouse and the surrounding area shall be vacated by 1:00 a.m. No loitering.

2. Monday through Thursday 8:00 a.m. – 10:00 p.m.: After 9:00 p.m., all doors and windows of the Clubhouse must be closed and all guests must be within the clubhouse to contain any noise. At 10:00 p.m., guests shall be quiet. The Clubhouse and the surrounding area shall be vacated by 11:00 p.m. No loitering.

- E. Rental Area: Guests are allowed inside the Clubhouse, in the front lawn patio area only, and in the parking areas, **not** outside in the pool area, pool, picnic area, sports court, fitness center, or attached decking. Guests are not allowed to loiter near the main entrance to the Clubhouse parking lot or adjacent streets.
- F. Occupancy: No more than 80 seated guests or 125 standing guests (per San Mateo Fire Department requirement).
- G. Use: No owner shall use the Clubhouse for any personal business or commercial use or purpose (CC&Rs Paragraph 9.01.A). Specific use must be stated in the application and approved.
- H. Legal Activities Only: All activities conducted in the Clubhouse must be legal per local, state and Federal laws and ordinances. No underage drinking is allowed.

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- I. Smoking: Smoking is **not allowed anywhere** on the Mariners Green #2 property, including inside/outside the Clubhouse, fitness center, restrooms, walkways, parking lot, or adjoining areas by order of the City of San Mateo.
- J. Cleaning: Renter agrees to clean the Clubhouse no later than 1:00 a.m. the day after the rental on Friday, Saturday, Sunday and National Holidays. Monday through Thursday, cleaning must be done by 11:00 p.m.
- K. Activities: "Bounce Houses", live music, D.J.s, Food Trucks, Clowns, and/or other activity must be approved in advance by the Board of Directors. An insurance rider that indemnifies the Association for \$1 Million during the time of the rental will be demanded when a Bounce House activity is requested. The binder must be delivered two weeks prior to the event, or the special activity must be canceled. **Individuals who violate this section will forfeit their entire deposit.**
- L. Parking: Guests must park within the clubhouse parking area or in the private streets of the community – Fathom Drive, Trader Lane, and Reef Drive. Double parked cars, cars blocking driveways or fire hydrants, cars parked in red zones will be towed to Mariners Island Blvd. and the renter shall bear the cost.
- M. Laws: Renter agrees to follow all local, state and federal laws and ordinances while renting and using the clubhouse.
- N. Failure to Comply: Failure to comply with these rules and regulations may result in the loss of any or all of the security deposit. In addition, Renter may lose future Clubhouse rental privileges.
- O. No Pets are allowed except service animals.
- P. Decorations: Decorations are permitted. Decorations are not permitted to be attached by nails, staples, or other devices that are invasive or will leave permanent marks on the facility. Renter is responsible for all cleanup of any decorations used in the Clubhouse during their period of rental.

5. INDEMNITY

- A. Renter shall indemnify and hold harmless Mariners Green Association #2, its directors, officers, property management company, property manager, employees, and agents, with respect to any claim, demand, loss, liability, damage, or complaints which arise out of, or relate in any way to, the use by Renter of the Clubhouse, the use by Renter's family, or the use by the Renter's guests (this includes alcohol and its effects).
- B. Member agrees to pay any and all fees and costs associated with this indemnity clause including but not limited to attorney fees, court costs and alternative dispute resolution fees.

6. LOSS OF DEPOSIT AND/OR PRIVILEGES

Loss or partial loss of the deposit and/or good standing status can occur for any of the following reasons:

- A. Excessive noise;
- B. Renter not present;

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- C. Improper usage;
- D. False information given on this Agreement or to the rental agent;
- E. After hours loitering on Mariners Green Association #2 property;
- F. Failure to clean up Clubhouse;
- G. Occupancy past room maximum (80 people seated/125 people standing); and
- H. Damage to Mariners Green Association #2 and/or Clubhouse.

7. DISPUTE

If a dispute arises concerning this Agreement, the prevailing party/parties shall be entitled to reasonable attorney fees, alternative dispute resolution fees, and costs. Note this clause shall not supersede Paragraphs 5.A and 5.B where the Renter has agreed to pay any fees and costs associated with the indemnification clause.

8. SEVERABILITY

If any clause in this Agreement is found to be invalid or unenforceable, the remaining clauses shall remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations, and understandings of the parties, including any verbal understandings.

I agree to abide by the above terms and the above rules and procedures. Failure to do so may result in fines or revocation of my Association privileges and access to other amenities.

Renter Signature: _____

Date: _____

Name: _____

Address: _____, San Mateo, CA, 94404

Contact Phone: (____) _____ E-mail: _____

Evidence of insurance provided if necessary: _____

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Form of Payment of Fee and Deposit: _____

Date Paid: _____

Deposit Returned on: _____

Deposit Not Returned: _____ Reason: _____

Mariners Green Association #2 Agent Signature: _____