

MARINERS GREEN ASSOCIATION #2
625 Fathom Drive, San Mateo 94404

PICNIC AREA RESERVATION AGREEMENT

Resident Name: _____

Date of Event: _____ Time of Event: _____

Event Description: _____

1. ELIGIBILITY

A. Residents in Good Standing: All residents in good standing with Mariners Green Association #2 are eligible to reserve the Picnic Area(s) (current on all payments to the Association and not in violation of the Governing Documents). *Proof of residency with appropriate address must be presented (current driver's license, PG & E or Phone Bill, or copy of lease).*

2. RULES AND REGULATIONS

A. All rules, regulations, restrictions, and resolutions of the governing documents of Mariners Green Association #2 shall apply. *Most notably: no pets are allowed, no underage drinking, and the Picnic Area is a no smoking area.*

B. The resident on this rental agreement shall be present at all times during the event.

C. The Picnic Area shall not be used for a commercial purpose or business venture.

D. Reservation is for one day only and includes use of the barbeque at the reserved Picnic Area. Each Picnic Area accommodates up to 15 people. Both Picnic Areas need to be reserved for events with 16 to 30 people. Pool furniture is not permitted in the Picnic Area. No loud music is allowed at any time. Picnic Area(s) must be cleaned and vacated by sunset. _____ (Owner's/Tenant's initials)

E. The swimming pool and all adjacent common areas have limited use with the Picnic Area Reservation:

1. Two guests per Owner/Tenant are allowed to use the pool under the Owner's/Tenant's direct supervision. A maximum of 4 guests are allowed to use or be in the pool area per reservation.
2. In the event of multiple Owners/Tenants either attending the event, or jointly reserving the Picnic area, the two guests per Owner/Tenant rule is forfeited. The maximum number of guests of the Owner/Tenant allowed to use the pool per reservation is 4.
3. Shared use of the Sport Court and enclosed children play area is allowed. It is not reserved just for the guests and renters of the picnic area.
4. No Bounce Houses or other special activities are allowed.

Abuse of the terms of this paragraph may result in revocation of swimming pool privileges of Owner/Tenant and their guests during the event. _____ (Owner's/Tenant's initials)

F. Guests shall not be allowed to loiter near the Clubhouse, swimming pools, fitness center, in the boatyard, parking lots, or on the adjacent streets. **Gates to the Facility cannot be propped open and entrance pass codes may not be shared.**

*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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- G.** The Picnic Area shall be left in a clean condition. *Hot coals must be extinguished before leaving the area.* Garbage shall be disposed of in the garbage area at the end of the Clubhouse next to the Fathom Drive gate. Any damage caused to the Picnic Area and adjacent areas during use and any cleaning costs incurred by the Association shall be paid by Owner/Tenant.
- H. Legal Activities Only:** All activities in the Picnic Area must be legal. *Underage drinking is strictly prohibited _____ (Owner's/Tenant's initials)*
- I.** Smoking is not allowed anywhere on the Mariners Green #2 property, including inside/outside the Clubhouse, pool areas, restrooms, walkways, parking lot, or adjoining areas by order of the City of San Mateo.
- J. Activities:** 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 rider must be delivered two weeks prior to the event, or the Activity must be canceled. Violation may result in fines or revocation of Association privileges.

K. INDEMNITY

1. 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 (this includes alcohol and its effects).
2. Any fees associated with this indemnity clause shall be paid by Renter, including but not limited to, attorney fees, court costs and alternative dispute resolution fees.

L. LOSS OF PRIVILEGES

Loss of good standing status can occur for any of the following reasons:

1. Excessive noise;
2. Renter not present;
3. Improper usage;
4. False information given on this Agreement or to the rental agent;
5. After hours loitering on Mariners Green Association #2 property;
6. Failure to clean up area;
7. Damage to Mariners Green Association #2 and/or Clubhouse; and
8. Other unanticipated circumstances that warrant loss of deposit.

M. 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 Section J(2) where the Renter has agreed to pay any fees and costs associated with the indemnification clause.

N. SEVERABILITY

If any clause in this Agreement is found to be invalid or unenforceable, the remaining clauses shall

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