

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION
COMMUNITY CENTER RENTAL AGREEMENT

In exchange for the right to make use of the real property of LAKE SHASTINA PROPERTY OWNERS ASSOCIATION, more specifically described as: LAKE SHASTINA PROPERTY OWNERS ASSOCIATION COMMUNITY CENTER AND PARK AREA hereinafter "LSPOA", and

_____ hereinafter "Renter", agrees as to follows:

1. PERMITTED USE: Said premises shall be used only on _____, 202____, and shall be used only for the purpose of:

2. Our insurance does not cover the consumption of alcoholic beverages on the premises. Any group or individual who serves, or plans to consume alcohol on LSPOA property, will need to follow the proper procedures as outlined below:

- a. Must obtain approval of LSPOA Board of Directors,
- b. Must supply Association with an insurance policy binder on your homeowner's policy naming **LSPOA as additional insured**,
- c. Police Department will be notified of event date and will do periodic drive-bys.

Will alcoholic beverages be on premises or served? Yes _____ No _____
(If Yes, see Items 2 and 6 of Rental Policy and Guidelines)

Will alcoholic beverages be sold? Yes _____ No _____
(If Yes, see Items 2 and 6 of Rental Policy and Guidelines)

Will minors attend the function? Yes _____ No _____

If minors attend, name three adults that will be responsible for ensuring that minors remain under control.

HOLD HARMLESS CLAUSE – Renter agrees to provide legal defense and to indemnify and hold harmless and free from liability the LSPOA, its officers, agents, or employees while acting as such, from any and all claim for damages, demands, costs, or expenses which the Renter shall become obligated to pay by reason of liability imposed law because of injury to property or injury to or death of persons received or suffered by reason of any act, omission or negligence of the Renter, or arising from an accident or injury in connection with or attributable to the operation, maintenance, use or occupation of the premises by the Renter. The responsible party or the applicant representing the responsible party agrees to pay all costs incurred in repairing or replacing damaged Association equipment or facilities.

Signature of Applicant / Responsible Party

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION
COMMUNITY CENTER RENTAL APPLICATION

APPLICANT / RESPONSIBLE PARTY:

LSPOA Member (private event): _____
[Also: Rancho Hills Community Association (RHCA) and Spearpoint Community Association (SCA) Members (private event), per Res. 5-81.]

or

Organizations, commercial ventures and private events for non-LSPOA, non-RHCA and non-SCA Members.

Name _____

Address _____ Phone (____) _____

Date(s) Requested _____ Time(s) _____

To Be Used For _____

Estimated Number in Attendance _____

Signature of Applicant/Responsible Party

To hold your reservation, a deposit must be received by the LSPOA office with a completed application. Fees and an insurance certificate, (if required), must be received by the LSPOA office fourteen days prior to event, if not paid at the time of application submittal. Deposit is refundable upon compliance with the Rental Policy and Guidelines for use of the Community Center, (see attached Rental Policy and Guidelines), and after staff inspection of building and inventory.

Deposit----- \$150.00 per event Applicable: YES ___ NO ___

Maintenance Fee ----- \$75.00 per event Applicable: YES ___ NO ___

Rental Fee – LSPOA Members (private event) ----- \$40.00 per day Applicable: YES ___ NO ___
[Also: **RHCA** and **SCA** Members (private event),
per Res. 5-81.]

Rental Fee – Organizations, commercial ventures ----- \$150.00 per day Applicable: YES ___ NO ___
and private events for non-LSPOA, non-RHCA and
non-SCA Members.

Fee for Alcohol on premises (served or sold) ----- \$100.00 per event Applicable: YES ___ NO ___
(NOTE: Insurance certificate naming LSPOA as additional
insurance required fourteen days prior to event.)

Total Due: \$ _____ (\$ _____ Refundable Deposit)

LSPOA to retain a copy of the check with the application.

Your application has been (APPROVED) (DENIED)

Date: _____ By: _____
Representative of LSPOA

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION
COMMUNITY CENTER
RENTAL POLICY AND GUIDELINES

COMMUNITY CENTER ADDRESS: 15244 Driftwood Lane

1. RESERVATIONS – Reservations for use of the Community Center and/or BBQ facilities may be made up to twelve (12) months in advance by contacting the Lake Shastina Administrative Office in writing at 16320 Everhart Drive, Weed, California 96094, or by telephone between the hours of 8 a.m. and 5p.m., Monday through Thursday at (530) 938-3281. Rental Agreement should be filled out and returned to the Administrative Office. The required deposit must accompany the Rental Agreement in order to secure your reservation.
2. DEPOSIT, RENTAL AND MAINTENANCE/CLEANUP FEES – (see attachment “A”) Payment of appropriate deposit confirms facility use. The deposit amount is refundable if the facility is left clean and in order as required and determined by the General Manager.
If alcoholic beverages will be served or sold, an additional maintenance fee is required and the Renter will be required to name LSPOA as additional insured on their homeowner's insurance for the date of the event.
3. CANCELLATION – In the case a reservation must be canceled, the Administration Building staff must be notified 72 hours prior to the scheduled event for the deposit to be refunded.
4. USE OF FACILITY – Keys to the facility are to be picked up at the LSPOA Administration Building on the scheduled day of the event for events during the week, or on Thursday for weekend events. Keys to the facility are not available to be picked up on the weekend, due to the fact the Administration Building is not open on weekends. The facility may not be contracted for use beyond 1:00 a.m.. Facility clean up must be concluded on the same day as event. The building shall be locked and secured at that time. Keys to the building shall be returned to the Administration Building on the next business day.

Any activity for which these facilities are utilized will be conducted according to law and will conform to the oral and written policy of the Lake Shastina Property Owners Association at the expense of the Renter.

This facility and all items are to be cleaned and put away or restored to original positions. Chairs are to be folded and placed in the proper storage area. Tables are to be carefully stacked in such a manner as to avoid damage. Floors are to be swept and mopped.

All dish cloths, towels, detergent, and other material needed for dish washing must be supplied by those using the facilities. Some kitchen utensils are available for use, please check prior to function. Those using facility must furnish table service. Stove must be thoroughly cleaned after use. No leftover food is to be placed in the refrigerator and must be removed from the premises. Kitchen floor is to be swept and mopped. Kitchen mop and bucket are to be kept clean and returned to the supply room after use. Carpets are to be vacuumed. NOTE: Wet mops are to be placed outside buildings to dry before returning to the supply room.

All refuse shall be bagged and placed in appropriate containers. User will supply garbage bags.

Before leaving, check to be sure all doors are locked and windows are secured. All lights, heat, air conditioning, appliances, etc., will be turned off. NOTE: During winter months, leave heat on AUTO and lower thermostat to 50°.

The individual or organization granted use of this facility will be held responsible for any loss or damage to the property caused by such use. A cost to restore to “before use” condition will be charged. Under no circumstances will Community Center equipment be removed from the facility.

Ticket sales, publicity and promotions are the responsibility of the Renter. The Community Center is a SMOKE FREE facility by law. **No smoking is allowed.** At no time shall exits be covered or obstructed.

Notwithstanding any other provisions in this Rental Policy, the Association's Board of Directors reserves the right to allow, or disallow, use of the Community Center to any person or organization, for any purpose, or on any grounds it deems appropriate. The Association's general policy is that the Community Center should be made available for use, at various times, by as many different persons and organization as possible as to broadly benefit the community. Accordingly, repetitive use by the same organization, or by individuals acting on behalf of, or for the benefit of, the same organization, is discouraged and will be carefully examined to ensure that it does not violate the aforesaid general policy. The Board reserves the right to prohibit such repetitive uses. Because the Community Center is adjacent to the boat ramp and public park, and they share the same parking area, the Board may consider the effect of congestion of the parking area resulting from use of the Community Center, taking into account the day and time of use, and the Board may, on those grounds, refuse permission to use the Community Center or place conditions on its use.

5. DECORATIONS – Plans for decorations must be described in full on the application form. All decorations must be fireproof or of fire retardant materials. Glitter, Confetti, Cellophane, adhesives, nails, screws, staples, etc., in wall, woodwork, floors, or on windows is prohibited.
6. ALCOHOLIC BEVERAGES – The Renter shall address the LSPOA General Manager if there is a desire to serve alcoholic beverages. The Renter shall provide an insurance certificate naming LSPOA as additional insured on their home owner's insurance for the date of the event; certificate to include liability amount with a hold harmless clause and time limit. When alcoholic beverages are to be served, LSPOA reserves the right to require the Renter to have Lake Shastina Police Department officers present at the expense of the Renter. A PERMIT FROM THE ALCOHOLIC BEVERAGE CONTROL DEPARTMENT (ABC) WILL BE REQUIRED IF ALCOHOLIC BEVERAGES ARE BEING SOLD and shall be posted during the scheduled event. A copy of this permit will be provided to the Administration Office at least one day prior to the day of the function.
7. SECURITY – LSPOA reserves the right to require the Renter to have Lake Shastina Police Department officers present and/or chaperones during event such as dances, music concerts, or if alcoholic beverages are to be served. Determination of the number of officers and chaperones required shall be made by the LSPOA General Manager on the basis of the nature of the activity and the number of people in attendance. The cost of officers and/or chaperones shall be the responsibility of the Renter.
8. COMPLIANCE WITH LAW – The Renter shall, at Renters own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, both federal and state, county or municipal, relating to Renter's use and occupancy of premises whether such statues, ordinances, regulations and requirements be now in force or hereinafter enacted. LSPOA reserves the right to refuse rental of the Community Center to anyone, subject to anti-discrimination laws.
9. HOLD HARMLESS CLAUSE – Renter agrees to provide legal defense and to indemnify and hold harmless and free from liability the LSPOA, its officers, agents, or employees while acting as such, from any and all claim for damages, demands, costs, or expenses which the Renter shall become obligated to pay by reason of liability imposed law because of injury to property or injury to or death of persons received or suffered by reason of any act, omission or negligence of the Renter, or arising from an accident or injury in connection with or attributable to the operation, maintenance, use or occupation of the premises by the Renter. The responsible party or the applicant representing the responsible party agrees to pay all costs incurred in repairing or replacing damaged Association equipment or facilities.

ATTACHMENT "A"

DEPOSIT and FEES

DEPOSITS ARE TO BE SUBMITTED WITH RENTAL AGREEMENT

DEPOSIT: Per Event -----\$150.00

MAINTENANCE FEE: Per Event ----- \$75.00

RENTAL FEE FOR LSPOA MEMBERS (PRIVATE EVENT):

[Also: Rancho Hills Community Association (RHCA) and Spearpoint Community Association (SCA) Members (private event), per Res. 5-81.]

Per Day ----- \$40.00

RENTAL FEE for organizations, commercial ventures and private events for non-LSPOA, non-RHCA and non-SCA Members:

Per Day -----\$150.00

Nonprofit Civic Organization may request waiver of fees by Board

FEE FOR ALCOHOL ON PREMISES (served or sold) -----\$100.00

Make checks payable to **Lake Shastina Property Owners Association (LSPOA)**

EMERGENCY CONTACT: Lake Shastina Police Department at 530-938-2226