

SUMMERSET AT BRENTWOOD II**PRIVATE USE CONTRACT**

After the Private Use Request is approved, the Applicant must complete the information below and return it to the Office Administrator (OA) with payment to the Association and proof of insurance at least fifteen (15) days prior to use. An authorized Association representative and the Applicant will review the contract.

Date _____ Applicant Name _____

Address _____

Phone _____ Email _____

Date of Use _____ (Limited to Fri., Sat., or Sun., between 9 AM – 10 PM)

Start time _____ End time _____ Maximum of six (6) hrs. including set up and clean up

Type of Function _____

Business Use must have prior approval of the Board of Directors.

Number of Guests _____ (150 maximum)

Describe any music, entertainment, or special activities _____

Available: ballroom, craft room and kitchen. (Summerset II makes every effort to ensure equipment/appliances are functioning but cannot guarantee that at time of use.)

Excluded: library, billiard room, fitness room, entire pool/patio/spa area. It is understood that all residents still have access to the excluded areas during Private Use.

FEES and DEPOSITS

(Three (3) separate payments are required)

Checks payable to "Summerset at Brentwood II Association."

1. Private Use fee \$350
2. Damage/Deviation from Contract deposit of \$1,000 (may be wholly or partially refundable if no damage/deviation from contract.)

Check/cash payable (at pre-inspection) to Monitor (Name) _____

- a. \$20 per hour (Includes payment for time of pre- and post-inspection)
- b. Minimum of \$100
- c. The hourly rate increases to \$50 per hour for events that exceed 6 hours or any portion thereof.

PROOF OF INSURANCE

Applicant must provide a Certificate of Liability insurance rider (Special Event policy) in the amount of five hundred thousand dollars (\$500,000) with Summerset at Brentwood II Association named as an additional insured. Rider becomes part of this contract. If liquor is provided, "Host Liquor" coverage is also required to be listed on the certificate. Applicant shall be responsible for any insurance deductible(s) charged to the Association in the event of a claim.

CANCELLATION, REFUND, AND TERMINATION

If cancelled in writing ten (10) or more business days prior to use date, all fees and deposits will be refunded. If cancelled nine (9) business days or less prior to use date, a \$50 administrative fee will be deducted from monies to be refunded.

The Association reserves the right to terminate this agreement with or without notice and refund all monies paid in advance in the event the building becomes unavailable due to fire, health or safety hazard, or other unforeseeable conditions.

STANDARD TERMS AND CONDITIONS

1. The Applicant shall be present during the entire period of use including set-up and clean-up.
2. An assigned Monitor (approved by the Board of Directors to act as its authorized representative) will meet with Applicant the day of use for the pre-inspection, will be present during use, and immediately after use will complete the post-inspection with Applicant.
3. The Applicant and guests must follow all Monitor directives, Use Instructions, Association Rules, CC&Rs, and public laws. Failure to do so may result in forfeiture of deposit and termination of the event.
4. No business shall be conducted without prior Board approval.
5. Alcoholic beverages must be consumed within the building and may not be sold.
6. Smoking or vaping is not permitted in the building or within twenty (20) feet of the outside of the building (State and Federal laws.)
7. The sound volume must be kept to a reasonable level (as per City of Brentwood ordinances) to avoid creating a nuisance.
8. The Applicant must supply his/her own consumables: paper towels, napkins, cleaning supplies, etc.
9. The Applicant is responsible for arranging help to clean (to Association standards) the areas used and to return tables, chairs, and other furniture to their original locations immediately after use. Applicant shall reimburse the Association for any necessary subsequent cleaning

and/or repair expenses incurred by the Association attributable to use by the Applicant. If the Association's expenses are greater than the deposit, the Applicant shall be billed for the balance.

10. The Applicant must complete a Guest List form and submit it to the gatehouse three (3) days prior to the event.

The Applicant (recognized as a resident only) shall be personally and completely liable and shall indemnify and hold the Association, its Officers, Directors of the Board, Committee and Club/Group Members, agents, and employees harmless from and against all claims, losses, costs, and damages of any kind against the Association in connection with Applicant's use of the facility.

Violation of any of the terms or conditions of this Contract shall give the Association the right to terminate this Contract without prior notice or refund.

The Applicant has read, understands, and agrees to abide by all terms and pay all fees listed in this Private Use Contract.

APPLICANT Signature _____ Date _____

Authorized Representative Signature _____ Date _____

For Association Use Only

Certificate of Liability insurance rider for \$500,000 naming Summerset at Brentwood II Association as an additional insured provided.

Host liquor coverage listed if alcohol provided.

\$350 Use fee submitted \$1,000 Damage/Deviation deposit submitted.

Business Use approved by Board of Directors _____

Director's Name (see Request form for signature)

Date _____

Cancellation or Refund of Deposits

Canceled in writing ten (10) or more business days prior to use: \$350 Use fee refunded.

Canceled in writing nine (9) or fewer business days prior to use: \$300 Use fee refunded.

Canceled in writing, Damage/Deviation from Contract fee wholly refunded. Contingent on post inspection, the Damage/Deviation fee may be wholly or partially refunded. Summerset II's management company will issue a refund check as soon as practicable.

Date Written Cancellation Received _____ Refund Amount \$_____

SUMMERSET AT BRENTWOOD II
PRIVATE AND MEMORIAL USE INSTRUCTIONS

Please ensure that your helpers and guests are aware of and comply with the following:

AVAILABLE

1. Tables and chairs
2. Appliances in kitchen and refrigerator in craft room
3. Water pitchers, ice (machine), large coffee pot, cooking utensils, pots, pans, etc.
4. Folding room divider
5. Broom, mop, and vacuum

RESTRICTIONS

1. Signs, posters, or notices may not be posted on the outside of the clubhouse, on windows, or in the common areas.
2. The use of sidewalk chalk, paint, etc. is prohibited.
3. Nothing should be placed in the hallway leading to the fitness room.
4. Portable bar, if used, must be set up on the tile, not the carpeted area.
5. Use of tacks, staples, tape (any kind), nails, glue, etc. to hang decorations on walls is NOT permitted.
6. Removable mounting putty (stick tack) may be used on walls but must be removed at end of the event.
7. Confetti and glitter are specifically FORBIDDEN. Use will result in forfeiture of entire deposit.
8. NOTHING may be affixed to the fabric acoustic wall panels in the ballroom.

PRE-USE

1. Applicant must bring his/her signed copy of the Approved Contract and these Private Use Instructions for the pre-use inspection with Monitor.
2. On the day of use, Applicant is responsible for arranging help to set up tables and chairs.
3. Craft room refrigerator may be used 24 hours prior to the event (items are left at Applicant's risk.)
4. Guests may park in the Clubhouse lot or the golf course's lot nearest our gatehouse. They should use the open pedestrian gate to enter.
5. The Monitor will open the pedestrian gate to the golf course parking lot.

DURING USE

1. Frequently check garbage containers. If full, empty and reline.
2. Immediately wipe up all spills.
3. A responsible adult must always supervise children to ensure the children's safety and that the children remain in the reserved area.
4. Exterior doors must remain closed.

POST-USE (Broom, sweeper, and mop are in the hall ladder closet.)

Immediately after use, using his/her own cleaning supplies, Applicant must:

1. Remove all decorations.
2. Wash and put away any used kitchen utensils and dinnerware.
3. Wipe all tables, countertops, sinks, and if used the fridge, microwave, stove, oven.
4. Remove all personal items from Clubhouse (including all items in the refrigerator.)
5. Sweep and mop spills on hard surface floors.
6. Vacuum carpeted areas.
7. Return tables, chairs, (stacked ONLY 8 high in storage) to respective storage areas.
8. and other furniture to their original locations.
9. Empty trash bin and reline with provided bags; take trash and recyclables to garbage area.
10. Break down all boxes, flatten, and put in recycle bin in garbage area.
11. Immediately after cleanup, the Monitor and Applicant will complete the post-inspection, discuss any outstanding issues, and resolve them if possible.
12. Any unresolved issues will be noted in writing on the Post-Use Inspection form for Board of Directors review. Deposit will be held until the Board determines a resolution.

I have read and understand the above and recognize that violation of the rules may result in reduction or forfeiture of my deposit.

Applicant Signature

Date

Authorized Representative Signature

Date

SUMMERSET AT BRENTWOOD II
PRIVATE AND MEMORIAL USE MONITOR RESPONSIBILITIES

The Office Administrator is responsible for scheduling the Clubhouse for Private or Memorial Use. He/she will review the contract, the Instructions, and Monitor responsibilities with the Applicant. The primary responsibilities of the monitor (approved by the Board of Directors to act as its authorized representative) are to protect Association property by ensuring all provisions of Rule 8.1 are followed and to serve as a resource for the User. The monitor oversees Use, is not a host, and does not physically assist the User. Signed copies of all forms will be provided to the Monitor and the Applicant. The Applicant is responsible for ensuring all attendees follow the provisions of Rule 8.1.

Monitor specific responsibilities are as follows:

Pre-Use

1. Monitor must have a signed copy of the Contract and Use Instructions on premises as a reference.
2. On the day of Use prior to the pre-inspection, put all Association consumables in closet and set out large trash bags for User.
3. Complete pre-inspection with Applicant utilizing provided inspection form and floorplan.
4. Ask the Applicant for the name of the person who will be the Designated Contact during use in case of any issues. Name _____
5. Remind Applicant to have guests park in the clubhouse lot or in the golf course's lot nearest our gatehouse and use the open pedestrian gate.
6. Show Applicant location of ice machine
7. Answer questions and provide direction throughout the process.
8. Ensure decorations are displayed as defined in Use Instructions.

Day of Use

1. Open pedestrian gate by golf course parking lot.
2. Lock doors to library, billiard room, and fitness room and post applicable signs.
3. If requested, turn on TV and operate.

During Use

1. Observe attendees for proper behavior.
2. Immediately notify Applicant or Designated Contact of any Rule violations and make note in writing.

3. If the situation is not corrected, the monitor has the authority to immediately terminate Use. If Applicant or any attendee becomes argumentative or abusive upon termination, Monitor is to notify the police and then call a Board member to apprise him/her of the situation.
4. If residents enter the ballroom during Private Use, inform them the Clubhouse is reserved for Private Use, and ask them to immediately leave.

Post-Use

1. Show Applicant location of mop, broom, and vacuum.
2. Give Applicant provided trash bags.
3. Ensure Applicant returns tables, chairs, and other furniture to their original locations.
4. Remind Applicant that stored chairs must only be stacked 8 high.
5. Immediately following cleanup, complete the Post-Use inspection with the Applicant and put in office mail slot.
6. Unlock doors to library, billiard room, and fitness room.
7. Remove all posted signs.
8. Ensure all outside doors are secure.
9. Turn off all lights.
10. Close pedestrian gate for golf course parking lot.

I, _____, have read and understand the above

Applicant Signature

Date





