

# EVENT SPACE RENTAL AGREEMENT

## LICENSE AND TERMS OF USE

The Pacific Point Homeowners Association (the “PPHOA”) is pleased to enter into this Agreement with \_\_\_\_\_ (“Renter”) on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”) for Renter’s use of the Facilities, subject to the following terms and conditions:

### 1. Limited, Revocable License

The PPHOA grants to Renter, and Renter accepts, a limited, revocable, license to use the Facilities solely on the Event Dates, and during the Event Hours, subject to the terms and conditions as agreed upon below. Renter agrees to use the Facilities in accordance with the Additional Terms and Conditions attached as Exhibit B to this Agreement.

### 2. Fees; Deposits

Renter shall pay to the PPHOA \_\_\_\_\_ USD upon the execution of this Agreement for use of the Facilities, in accordance with the Application Form attached as Exhibit A to this Agreement (the “License Fee”). The License Fee includes a deposit of one hundred dollars (\$100 USD) (the “Deposit”). The PPHOA shall not reserve an Event Date and Event Time until Renter has tendered the full License Fee, and failure to tender the full License Fee at least thirty (30) days prior to an Event Date shall be grounds for the PPHOA to revoke this License. Upon such revocation, the PPHOA shall refund any tendered License Fee to Renter within thirty (30) days of such revocation, provided that PPHOA shall be entitled to retain the full amount of the Deposit, and neither party shall have any further rights and/or obligations hereunder.

### 3. Cancellations

Upon cancellation of a reserved Event Date and/or Event Time, PPHOA shall refund any tendered License Fee to Renter within thirty (30) days of such notice of cancellation, provided that PPHOA shall have the right to retain the Deposit. Notwithstanding the foregoing, the Renter will be entitled to a refund of exactly one half of the deposit amount if Renter provides notice of cancellation to the PPHOA at least thirty (30) days prior to the Event Date.

### 4. No Warranty

The Facilities are provided “AS IS”, “WHERE IS” and without warranty as to the suitability of the Facility for Renter’s intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter’s (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall delivery the Facilities to PPHOA in as good condition as when received by Renter, ordinary wear and tear excepted.

### 5. Indemnification

Renter agrees that it shall indemnify, defend and hold harmless the PPHOA and its employees, officers, trustees, and Director, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Renter’s use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees,

invitees, servants or subcontractors. Renter shall provide PPHOA immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

## **6. Right of Entry**

PPHOA, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

## **7. Revocation**

This Agreement is freely revocable by PPHOA and, upon written notice from PPHOA to Renter, may be terminated at any time in the PPHOA's sole discretion.

## **8. Miscellaneous**

A. ENTIRE AGREEMENT; GOVERNING LAW: This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of California, without regard to its conflicts of laws provisions.

B. NO AMENDMENT: No amendment or modification to this License shall be binding upon PPHOA unless same is in writing.

C. LICENSE ONLY: This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

D. NO ASSIGNMENT: This Agreement is for the sole benefit of the Renter and the PPHOA, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

E. ENFORCEMENT. Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by the PPHOA in enforcing this Agreement in the event PPHOA prevails in any such enforcement.

## **Exhibit A to License and Terms of Use:**

### **Event Space**

Application and Reservation Form

Pacific Point Condominiums are located at 5001-5017 Palmetto Ave in Pacifica, CA. The Complex has 8 Buildings that house a total 98 units and a Clubhouse structure. The complex was completed in 1973. Pacific Point Condos were built so that all families would enjoy the majesty and temper of the Pacific Ocean. There are plenty of places where one can look and admire the beauty of our surroundings.

To provide our members, their families, and their guests the opportunity to experience Pacific Point, the Board of Directors of Pacific Point is pleased to offer the beautiful clubhouse facilities for private functions pursuant to the License and Terms of Use.

### **I. RENTAL REQUEST**

REQUESTED EVENT DATE(S): \_\_\_\_\_

REQUESTED EVENT TIME(S): \_\_\_\_\_

## II. FEE SCHEDULE

LICENSE FEE: \$200\* per day

\* Includes \$100 License/Use Fee and \$100 Refundable Deposit

## III. TOTAL FEES

Total License Fee for requested Event Date(s): \_\_\_\_\_

Please Note; the total License Fee includes a \$100 Deposit (NON-REFUNDABLE except pursuant to License and Terms of Use)

## IV. CONTACT INFORMATION

All requests for use of the Facilities should be made to PPHOA Board through **William Trichon** [billyphilly@sbcglobal.net](mailto:billyphilly@sbcglobal.net) and are subject to (a) availability; (b) payment in full of the License Fee pursuant to Section 2 of the License and Terms of Use, and (c) execution of the License and Terms of Use.

## Exhibit B to License and Terms of Use:

### Additional Terms and Conditions:

1. A \$100.00 refundable deposit and a non-refundable use fee of \$100.00 are required. Checks are made payable to PACIFIC POINT HOMEOWNERS ASSOCIATION. If payment is stopped or the check not honored, the fee will be added to the owner's monthly bill and use of the recreation room denied for a period of 12 months.
2. Recreation Room hours shall be as follows (hours include cleanup time):  
8.00 am - 10.00 pm Sunday- Thursday  
8:00 am - 11.00 pm Friday- Saturday
3. Number of people using clubhouse will be limited to 50. If the resident proposes to exceed the maximum number, prior written permission must be granted from the Committee or the Board of Directors.
4. The clubhouse is to be used for social events and not for business or commercial functions. No fees may be charged or donations accepted by any resident using the Recreation Center.
5. Non-resident guests participating in a function at the clubhouse may NOT park on Pacific Point property.
  - a. Parking shall be exclusively on public streets.
  - b. Vehicles parked on Pacific Point property, including but not limited to open parking lots and driveways, will be towed without notice, and at the expense of the owner of the vehicle towed.

- c. Additionally the association may, in lieu of towing, choose to fine the MEMBER renting the clubhouse up to \$100.00 per violation of this parking rule, and/or to suspend Member's right to the use of the clubhouse for up to 12 months
6. A household will be allowed to reserve the Clubhouse four (4) times a year. The Committee and/or Management will keep a log. Use more than 4 times will be allowed if no other reservations are pending.
7. No liquor may be sold or donations accepted as payment for liquor Served.
8. No amplified music or sounds will be allowed.
9. Any resident will have the right to request compliance with these rules.
10. The Board of Directors will have the power to revoke a resident's privileges for up to 12 months depending on the severity of infraction. HOWEVER: It is recommended that for each infraction a resident's rights be suspended for a period of not in excess of thirty (30) days after notice and hearing.

By signing below, you agree that you have read, understood and agree to be bound by the terms of this Agreement.

Pacific Point Homeowners Association Board

By: \_\_\_\_\_ Date: \_\_\_\_\_

William Trichon, member PPHOA Board

RENTER

By: \_\_\_\_\_ Date: \_\_\_\_\_

50 \_\_\_\_ Palmetto Ave., Unit # \_\_\_\_