

NORTHRIDGE HOMEOWNERS ASSOCIATION
 563 Leisure Street
 Livermore, CA 94551
 (925) 454-1987

MEMBER'S NAME: _____
 MEMBER'S ADDRESS: _____
 DATE OF FUNCTION: _____

CLUBHOUSE PRE AND POST-CHECKLIST

THE FOLLOWING LIST IS TO BE USED UPON ARRIVAL AND ALSO UPON EXITING THE CLUBHOUSE ON THE DAY OF YOUR RENTAL. RETURN THIS COMPLETED FORM WITH THE CLUBHOUSE KEYS TO CLUBHOUSE COORDINATOR, IMMEDIATELY AFTER YOUR RENTAL. USE THIS FORM AS A GUIDELINE TO DOCUMENT THE CONDITION OF THE CLUBHOUSE BEFORE AND AFTER YOUR FUNCTION. THIS WILL ALLOW VERIFICATION TO ENSURE PROPER CARE OF THE FACILITY. IF THE FACILITY IS RETURNED IN THE MANNER IT WAS RENTED YOUR DEPOSIT CHECK WILL BE TORN UP UNLESS PROPERTY MANAGEMENT & ACCOUNTING IS INSTRUCTED OTHERWISE.

KITCHEN:

	<u>PRE</u>		<u>POST</u>	
Appliances are empty and clean, stove is turned off and refrigerator is on low.	YES	NO	YES	NO
Counter tops and kitchen sink are clean.	YES	NO	YES	NO
Cabinets are empty and clean.	YES	NO	YES	NO
Floor and walls are clean.	YES	NO	YES	NO
All trash picked up and taken away.	YES	NO	YES	NO

CLUBHOUSE:

Furniture rearranged to original position.	YES	NO	YES	NO
Clean off tables and chairs.	YES	NO	YES	NO
The carpet is vacuumed.	YES	NO	YES	NO
All decorations, staples, scotch tape, etc. removed.	YES	NO	YES	NO
The walls are cleaned.	YES	NO	YES	NO
All trash picked up and taken away.	YES	NO	YES	NO
All lights turned off.	YES	NO	YES	NO
All doors locked.	YES	NO	YES	NO

Vacuum on premises- please initial _____

* In the space provided below, please comment on any items that are circled "No".

NORTHRIDGE AT DANVILLE OWNERS ASSOCIATION

AGREEMENT FOR USE OF
CLUBHOUSE AND
SECURITY DEPOSIT

THIS AGREEMENT is made and entered into this _____ day of _____, 201_____, by and between the NORTHRIDGE HOMEOWNERS ASSOCIATION, INC., A California nonprofit corporation (hereinafter referred to as the “Association” and _____, Owner or resident of a residential housing unit at NORTHRIDGE (hereinafter referred to as “Member”).

R E C I T A L S

A. Association is the owner and entity charged with maintaining and regulating the use of the common area at “Association”, including the Clubhouse.

B. Member is a member or tenant of a member of the Association by virtue of ownership of a residential housing unit at NORTHRIDGE and desires to utilize the Clubhouse in accordance with the regulations applicable thereto.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Use of the Clubhouse: Member agrees to pay a nonrefundable fee of fifty-five dollars (\$55.00) for use of the Clubhouse. Member is hereby granted the right to use the Clubhouse on _____, 201_____, from _____ until 10:00 PM daily.

THE USE OF THE CLUBHOUSE DOES NOT INCLUDE USE OF THE POOL AREA.

2. Security Deposit: The Association hereby acknowledges receipt of the sum of five hundred dollars (\$500.00) from member, which sum shall be held as a refundable security and cleaning deposit. Member shall return possession of the Clubhouse to The Association in the same condition in which it was found, and no later than 10:00 a.m. on the day following use. Member shall be required to clean the Clubhouse; and any cleaning or repair charges incurred by the Association shall be deducted from the Member’s deposit and, should said deposit not cover all charges incurred, Member shall immediately, upon receipt of an invoice, pay all additional amounts due. Deposit may also be withheld if member is fined as a result of violating Clubhouse rules. All unexpended portions of the Member’s deposit shall be returned to Member following inspection by the Association.

3. Regulations Governing The Use of the Clubhouse: Member’s use of the Clubhouse shall be subject to all applicable rules, restrictions and regulations contained in the Declarations of Covenants, Conditions and Restrictions for Northridge; the Rules for use of the Clubhouse adopted from time to time by the Association; the By-laws of the Association and any other appropriate and applicable rules and regulations. Member covenants and agrees to conform to and abide by all of said rules and regulations including, without limitation, the following:

- a) Member shall clean the Recreation Building and secure said following building following use. Member shall lock said building and turn off all lights and appliances, except the refrigerator, after use;
- b) Member shall be present whenever Member's guests are in the Clubhouse;
- c) Member shall provide adequate adult supervision for anyone under the age of 18;
- d) No liquor will be served to minors (anyone under the age of 21);
- e) No wet bathing attire or towels, and no pets of any kind shall be allowed in the Clubhouse;
- f) No undue noise shall be allowed in connection with the use of the Clubhouse so as to annoy residents of Northridge.
- g) No more than forty-nine (49) people shall be allowed to utilize the Clubhouse;
- h) No commercial use shall be made of the Clubhouse such as by charging admission to gain admittance thereto;
- i) Noise level is to be in compliance with Town of Danville ordinances and not to be at a level to annoy neighbors;
- j) If a formal complaint is made in writing to the Board or a police report is filed as a result of Member's use of the clubhouse, the Board reserves the right to refuse to rent the Clubhouse to the Member for a period of up to two years;
- k) Only Members of the Association who are owners of a home at Northridge shall be allowed to rent the Clubhouse, without prior approval of the Board of Directors;
- l) A Northridge property owner must be present at all times at any party in the Clubhouse;
- m) All party activities must be contained within the Clubhouse building; clubhouse door to pool to remain closed, clubhouse rental does not allow for use of pool area; gates to pool and park area are to remain closed at all times.
- n) Member agrees to lock the Clubhouse after any party or rental use of the Clubhouse. If the door is not locked after use, Member will be charged a fine, which will be deducted from the Security Deposit;

MEMBER ACKNOWLEDGES AND AGREES THAT COMPLIANCE WITH ALL APPROPRIATE RULES AND REGULATIONS IS HIS RESPONSIBILITY AND ANY BREACH THEREOF BY GUESTS, INVITEES OR ANY OTHER PERSONS SHALL BE THE RESPONSIBILITY OF MEMBER. MEMBER ALSO AGREES TO HOLD NORTHRIDGE HOMEOWNERS ASSOCIATION HARMLESS FOR ANY LIABILITY OR RESPONSIBILITY ARISING FROM THE USE OF THE CLUBHOUSE FOR THIS PRIVATE PARTY.

MEMBER ALSO AGREES TO HOLD NORTHRIDGE HOMEOWNERS ASSOCIATION HARMLESS FOR ALL LIABILITY CLAIMS, DEMANDS, INCLUDING ATTORNEY'S FEES AND COSTS WHICH ARISE FROM THE APPLICANT'S USE OR OCCUPANCY OF THE CLUBHOUSE FOR THE EVENTS SPECIFIED HEREIN.

4) Violation of agreement: Should Member violate any of the terms of this Agreement or of the rules and regulations governing the use of the Clubhouse, Member shall lose his security deposit, and (following noticed hearing and opportunity to be heard) be denied the use of the Clubhouse for up to two (2) years. In addition, Member shall be subject to such other discipline as provided in the Declaration of Covenants, Conditions and Restrictions for Northridge.

5) Attorney's Fees: Should attorneys or arbitrators' fees be incurred in enforcing this Agreement through litigation or arbitration, the prevailing party may recover attorneys' fees.

6) *Clubhouse Use by Non-Profit Organizations: Following is the process for rental of the clubhouse at no charge to non-profit organizations:

- A maximum of three organizations a year
- One meeting per month, per organization, Monday-Thursday
- A signed contract by responsible party and deposit is required and will be held until the end of the contract period
- 20% of the organizations' members must be Northridge homeowners
- Agreement is for one year and does not automatically roll over to following year
- Requests will come through management and be reviewed annually.

Executed the day and year first above written. I have read and understand all of the above.

Name: _____

Address: _____

Phone: _____

Signature: _____