

**LAKEVIEW HILLS COMMUNITY ASSOCIATION
FACILITIES/PREMISES USE AGREEMENT**

1. GENERAL INFORMATION

This Agreement, hereinafter referred to as the "Agreement", dated this _____ day of _____, 20____, is between Lakeview Hills Community Association, hereinafter referred to as "LVHCA", and _____, hereinafter referred to as "User".

User is a member in good standing of LVHCA, and, as such, and upon request and the granting thereof, may exercise the privilege of using the LVHCA clubhouse for events such as, but not limited to, parties, meetings, and family gatherings.

User hereby requests the use of the LVHCA clubhouse for an event, herein referred to as the "Event", as follows:

- a. Type of event: _____
- b. Date of event: _____
- c. Beginning time: _____
- d. Ending time: _____
- e. Total number of attendees: _____

2. PERMITTED USES AND LIMITATIONS

LVHCA agrees to permit the requested use of the clubhouse for the Event under the following terms and conditions:

- a. User is solely responsible for ensuring that the clubhouse is not used for any unlawful purpose or unsafe activity during its use by User, and User and all of those individuals attending the Event, shall comply with all LVHCA policies, rules and regulations and all applicable federal, state, and municipal laws.
- b. User shall use the clubhouse only during the times and for the purpose/s stated in this Agreement.
- c. User shall obtain a porta potty for any Event of 100 or more attendees.

3. ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER

Assumption of Risk: User assumes all responsibility, risk and liability for all activities of User, including User's employees, agents, invitees, and /or licensees conducted in connection with this Agreement whether occurring before, during or after the term of this Agreement.

Indemnification: User agrees, to the fullest extent permitted by applicable law, to protect, defend, indemnify and hold harmless LVHCA, its Board of Directors, officers, agents, members, managers, and employees from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, judgments, costs, expenses, penalties, and attorney fees in any way arising from and/or relating to the Event.

Waiver: User expressly waives any and all claims of whatever nature for any and all loss, injury or damage sustained from any cause whatsoever, whether prior to, during, or subsequent to the use period, by reason of any defect, deficiency, failure, or impairment of the clubhouse, including, but not limited to, the water system, the heating system, gas, electric, and/or any other source whatsoever.

4. INSURANCE

Prior to the Event, User shall furnish LVHCA with a Certificate of Insurance evidencing User's policy of Homeowners General Liability coverage, or rider thereon, with a minimum limit of \$1,000,000.00 per occurrence. This policy or rider must include coverage for all liability User assumes under this Agreement, and shall name LVHCA as an additional insured, and shall be deemed primary with respect to any other applicable insurance coverage.

5. CLEANING, VANDALISM and OTHER DAMAGES

During the Event, User shall be responsible for the control of all individuals attending the Event. User shall pay for the repair of any and all damage to the clubhouse caused by any of those individuals attending the Event. User shall satisfy any theft claim/s made by any of those individuals attending the Event.

User shall perform general cleanup at the conclusion of the Event. General cleanup includes, but is not limited to, the cleaning necessary to return the clubhouse to a clean, safe, orderly, and sanitary condition.

Prior to the Event, User shall pay a refundable cleaning deposit in the amount of \$100.00. Within 48 hours after the Event, LVHCA will inspect the clubhouse and provide User with a written notice of the cleaning requirements, if any, that have not been met and the amount of the cleaning deposit that will be retained by LVHCA in the event the cleaning requirements are not met. User then will have 24 hours or until the next use of the clubhouse, whichever occurs first, within which to meet the cleaning requirements. User will be deemed to have forfeited the amount set forth in the notice, if the cleaning requirements are not timely met.

6. MISCELLANEOUS PROVISIONS

Assignment: No benefit under this Agreement may be assigned nor may any duty under this Agreement be delegated without the written consent of all parties.

Amendments: This Agreement may not be added to, modified or changed in any way except by written agreement of all parties.

Agreement interpretation/Venue: This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise made by any party or any officer, director, agent employee of any party which is not contained herein shall be binding or valid.

The parties entered this Agreement in the County of Placer, State of California, and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

7. SIGNATURES

This Agreement consists of three pages. By signing below, the parties acknowledge that they have read the Agreement in its entirety, that they understand and agree to all of its provisions, and that they have authority to execute it.

X _____ (Signature of User) X _____ (Date)

X _____ (Signature of LVHCA agent) X _____ (Date)