



**POINT LOMA TENNIS CLUB
COMMUNITY CORPORATION
(PLTCCC)
CLUBHOUSE RENTAL AGREEMENT**

Event Date:
Event Time:

This agreement is made between PLTCCC and _____, Owner/Resident of Unit # _____ (hereinafter "Owner") for the rental of Clubhouse Premises (hereinafter "premises"). A gathering of more than ten (10) persons requires that this contract be executed.

Check the following areas which apply (**Recreational Facilities; Pool, Jacuzzi, Fire Pits, and Pool Table are not included**) _____

- _____ Fireplace Room (max occupancy 43); _____ Dance Floor (max occupancy 56);
 _____ Card Room (max occupancy 51);
 _____ Entire Upstairs clubhouse (max occupancy 150)

(Kitchen is included on a first come first served basis for any of the above rentals.)

Check the following area which applies to the amount of people attending function:

_____ 1 – 10	Free	_____ 11 – 25	\$35.00
_____ 26 – 75	\$60.00	_____ 76 – 150	\$150.00

Owner agrees to the following terms and conditions of this rental:

Owner will pay a rental deposit of \$ 250 at the time of reservation. Owner will pay the balance of the rent due by check on the last working day before the function. A \$250.00 **CHECK** for the security deposit will be required ten (10) working days before the function. PLTCCC will refund the security deposit by check ten (10) days after the function if the premises are cleaned up to management's satisfaction. PLTCCC will charge a show-up fee on parties under 10 of \$20.00. A service charge will be applied for parties over 10 if the reservation is cancelled fewer than 15 days prior to the event as follows: 11 – 25 people \$35.00, 26 – 75 people \$60.00, and 76 – 150 people \$65.00. PLTCCC also charges a \$30 service charge for a check not honored by Owner's bank for any reason.

Your function must conclude and clean-up at **11:00 p.m.** weekdays and **12:00 a.m.** on weekends. **Sunday** through **Thursday** will be considered weekdays. **Friday** and **Saturday** are weekends. New Year's Eve to be the exception when closing may be after midnight.

Owner understands that PLTCCC does not provide parking for guests, and it is the Owner's responsibility to have Owner's guests park in the street. Owner understands that all illegally parked cars will be towed at Owner's expense.

Owner shall not permit more than 150 persons to occupy the premises at any one time during the term of rental. PLTCCC is granted the right to determine the number of persons on the premises at any given time. If the PLTCCC patrol determines in his sole discretion that Owner's function has exceeded 150 persons, the function shall cease and owner and all persons on premises shall vacate the premises at once. In the case of minors, Owner agrees that for every 15 persons under the age of 21, one (1) adult over the age of 25 will be present to supervise. PLTCCC management, Board of

Directors and/or patrol may enter the premises at any time during the term of rental for the purpose of inspecting the premises.

Owner agrees to empty trash bins if they become full at the nearest dumpster _____

All balcony exit doors are to be unlocked during the entire function, due to fire safety laws. Owner shall confine the function to the premises and Owner shall insure that all persons attending the function shall remain on the premises except for entering and exiting premises. Owner is responsible for any and all damages to the premises or the fixtures. Such damages include those incurred during the term of the rental and all damages of whatever nature or source which results proximately from the use of the premises by owner, whether incurred immediately before or after the term of rental. Owner acknowledges complete liability for damages regardless of any ability of Owner to prevent the damages incurred. Owner expressly assumes the responsibility for damages inflicted to the premises by uninvited guests as well as invited guests. Owner agrees that PLTCCC shall not be liable in any way for injury to or death of any person, and Owner agrees to hold PLTCCC harmless for any loss or injury suffered on the premises or for loss or damage to any article belonging to owner or Owner's guests. Owner agrees that PLTCCC shall not be liable and this Contract shall not be terminated because of any necessary interruption or interference with owner's use of the premises. Owner shall not drive nails or screws into the walls and shall not use glue or tape or in any way jeopardize the integrity of the paint or finishing of walls and fixtures.

Owner accepts the premises as is and as being in good and sanitary condition and repair and agrees at the termination of the term of this rental to peaceably surrender the premises to PLTCCC in a clean and satisfactory condition. Owner agrees to pay for all breakage, loss, damage and cleaning as necessary. Owner will provide all supplies and appliances for cleaning the clubhouse after use. Owner will have it cleaned no later than _____ (time) on _____ (date). If Owner does not clean the clubhouse after use, or does not clean it adequately, the Owner understands and agrees that PLTCCC will provide the cleaning at a cost to the Owner of \$35.00 per hour up to a maximum of \$200. Payment will be paid from the security deposit.

Owner shall not violate any City or County Ordinance or State Law in or about the premises. This includes any minor's use of alcohol or any use of drugs. Owner agrees not to disturb the quiet enjoyment of the residents of PLTC including without limitation loud music or excessive noise of any kind. Owner agrees to not use or allow the use of live amplified music without prior written consent of the Board of Directors of PLTCCC. Owner agrees not to remove from the premises any articles of furniture without the prior written permission of PLTCCC Management or Board of Directors. Owner agrees not to bring upon the premises or allow to be brought upon the premises any dogs, cats, birds, fish or other pets of any kind.

Owner agrees that should a legal dispute arise between PLTCCC and Owner, Owner will pay the actual cost, including attorney fees and costs, incurred by PLTCCC whether or not such action proceeds to Judgment.

Owner understands and agrees that if there are two or more persons collectively referred to as Owner, each shall be jointly and severally liable under this contract.

Owner agrees not to assign the contract or any interest within this contract, not to sublet the premises in whole or in part, without the prior written consent of PLTCCC.

Owner agrees not to charge third parties an admission fee of any amount for the use of the premises.

Dated: _____

PLTCCC Manager

Dated: _____

Owner/Resident

Ph.Number: _____

Clubhouse Key # _____ must be returned by _____ , to avoid key replacement charge of \$ _____

Owner/Resident Signature