

MONTICELLO COMMUNITY ASSOCIATION
c/o Optimum Professional Property Management, Inc.,

CLUBHOUSE RENTAL AGREEMENT

Name: _____ Owner [] Tenant []

Phone Number: _____ Cell: _____

Property Address: _____

Homeowner's Name: _____

Email Address*: _____

Tenant's Name (if not homeowner): _____

Tenant's Phone Number (if applicable): _____

Email Address*: _____

Date of Use: _____ Hours: From: _____ To: _____

Set Up Time: _____ Event Start: _____ Event End: _____ Clean Up Time: _____

Type of Function: _____

Number of Guests: _____ Guests Under 21: _____

Forward three (3) separate checks made payable to Monticello Community Association to: Monticello Community Association, c/o Optimum Professional Property Management, Inc., 230 Commerce, Suite 250, Irvine, CA 92602.

PLEASE NOTE: The rental and cleaning fee will be deposited immediately. The security deposit will be held until the Clubhouse Coordinator advises the management company of the condition of the Clubhouse.

USE FEE: 1-80 Guests = \$150.00 CLEANING FEE: \$110.00

SECURITY DEPOSIT: \$300.00

FOB # _____ Fob will be activated for clubhouse access the day of the event

INITIALS _____
BY INITIALING HERE YOU HAVE READ AND UNDERSTAND ALL OF THE RULES

(rev 10/2022
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CLUBHOUSE RULES

The Monticello Clubhouse Facility, hereinafter referred to as the "Clubhouse," is defined as the community building at 150 Valley Forge, Costa Mesa, California, except for the office, supply and storage rooms. The pools and patio areas are not part of the Clubhouse facility and may not be used by persons attending a function at the Clubhouse. The Clubhouse is under 24 Hour Video Surveillance.

Subject to the approval of the Board of Directors of the Monticello Community Association, an owner may reserve the Clubhouse for use except that when the owner has leased or rented his/her unit, their eligibility to reserve the Clubhouse for private purposes passes to the tenant-in-possession of his unit.

THE CLUBHOUSE MAY BE USED FOR:

1. Community oriented functions sponsored by the Board of Directors which are primarily for the residents of the Monticello Community; and
2. Private functions such as birthdays, weddings, parties, etc. Events may not be open to the general public. No commercial/money-making events may be held.

RESERVATION REQUESTS:

The Clubhouse must be reserved at least two (2) weeks in advance. A resident owner or tenant-in-possession may reserve the Clubhouse for a function by completing a Clubhouse Rental Agreement and submitting the form together with the basic use fee and security deposit to the property management company for approval. Requests submitted by a tenant-in-possession must also include the approval of the owner of his unit who will be held jointly responsible for the conduct of the guests at the function and, subsequently, the condition of the Clubhouse.

All reservations shall be deemed tentative until the use fees and the deposit have been paid and the request approved in writing by the property management company.

RESERVATIONS FOR USE OF THE CLUBHOUSE WILL BE HONORED ON A FIRST-COME, FIRST-SERVED BASIS.

Requests for use more than six months in advance will not be accepted.

CLUBHOUSE RESERVATION RULES AND REGULATIONS:

1. No live bands, strobe lights, disco balls, loud music, or excessive noise is allowed.
2. Alcoholic beverages or illegal drug use are not permitted in the Clubhouse.
3. Only homeowners may reserve the Clubhouse unless the Clubhouse Rental Agreement is signed by both the homeowner and the tenant. The person requesting use of the Clubhouse must be in attendance as the host of the function for which use was approved. He or she shall be responsible for the

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conduct of their guests at the function with regard to noise, parking, pool abuse, and any disturbances or property damage, etc. Violation of this rule will result in a fine against the owner, after notice and hearing.

4. The occupancy limit of the Clubhouse shall not exceed eighty (80) people.

5. A security deposit of \$300 and a non-refundable rental/use fee of \$150 in two separate checks payable to Monticello Community Association must be paid at the time the Clubhouse is sought to be reserved. The checks must be from the owner or tenant reserving the Clubhouse and whose name is on the rental agreement; third part checks will not be accepted.

6. If and when the rental request is approved, the Clubhouse Renter must contact Association manager to obtain and sign for the key to access the Clubhouses the day of the event.

7. Events may be scheduled at any time between the hours of 8:00 a.m. and 10:00 p.m..

8. Homeowners are responsible for Clubhouse property during use. If any damage exceeds the \$300 security deposit, the Clubhouse Renter will be assessed accordingly. The Clubhouse will be inspected after the event to determine if a portion of the security deposit will be withheld due to damage. No part of the security deposit or additional amounts will be assessed until after notice and hearing.

9. The Clubhouse Renter will have only the day of the rental to clean up. The Clubhouse must be left clean, the floor mopped, and vacated by 10:00 p.m. on the day of the event. Any necessary cleaning cost or cost for repair or replacement of the Clubhouse property will be deducted from the \$300 security deposit, after notice and hearing.

10. The Clubhouse is cleaned, on occasion, by the Association's janitorial service. Cleaning is NOT DONE JUST PRIOR TO RENTALS. Every effort is made to ensure that the Clubhouse is in good condition, however, the Clubhouse Renter agrees to an "as is" condition.

11. Catering is permitted but no cooking may take place inside of the clubhouse, except use of the stove in the Clubhouse kitchen. This includes use of grills or "taco cart" type cooking setups. Use of a grill or "taco cart" setup is permitted only in the area directly in front of the clubhouse. Any use of the street or any parking spot, such as for a food truck, must be requested in the Rental Application and must be approved by management.

12. Furniture shall be left as near as possible to the original set up. Furniture may not be moved outside the Clubhouse. No heavy equipment, furniture, etc., is to be moved over the front steps or through the main entrance. Please use the sliding door entrance opposite the kitchen on the rear side of Clubhouse.

13. Decorations may be used; however no staples, thumbtacks, tape, or signs are to be applied or placed on any hanging fixtures, walls, woodwork, windows or ceilings, or to the outside structure of the Clubhouse. The renter shall be financially responsible for the repair of any damage to the building/common areas.

14. Due to the limited number of parking spaces available around the Clubhouse, the host is advised to arrange parking outside of Monticello. Alternatively, all guests must park in the designated guest parking spaces located on either side of the Clubhouse or on Vanguard. Vehicles not parked in designated guest parking spaces will be towed at the vehicle owner's expense.

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15. Clubhouse equipment, tables, chairs, etc. shall not be removed from the Clubhouse.
16. Do not leave any food on the counters or tables after the scheduled event.
17. Boisterous or lewd conduct, profanity, personal assault, gambling, alcohol or illegal drug use shall not be permitted.
18. For safety reasons, functions for persons under 18 years of age must have at least one parent or guardian (21 years of age or older) in attendance for each eight invitees.
19. Reservations are for inside the Clubhouse only, including the kitchen and nonexclusive use of the restrooms. Loitering outside the Clubhouse or in the pool area is not permitted. This includes running around and playing outside of the clubhouse or in the roadway or parking areas. Reservations are not allowed to be made in other common areas, including the pool area, for private functions.
20. No food or glass containers may be brought into the Clubhouse restrooms.
21. The garbage disposal should be run with cold water. All garbage and trash must be securely bagged. It may be kept in the kitchen temporarily during the event, but is to be properly disposed of immediately following the event. REMOVE ALL TRASH BAGS AND DISPOSE OF THEM AT YOUR UNIT. DO NOT LEAVE ANY TRASH BAGS OR REFUSE IN THE CLUBHOUSE TRASH CONTAINERS.
22. **The event, including all clean-up, shall conclude promptly by 10:00 PM. All lights must be turned off and all doors and windows must be locked no later than 10:00 PM.**
23. Association security may patrol the Clubhouse during the event to make sure the rules are being followed. If it is found that the rules and regulations for the use of the Clubhouse are being violated, the issues must be corrected immediately. In the event of a safety violation or if an event is creating a nuisance to the community, due to noise, parking or otherwise, then the event must be immediately ended. If necessary, security or the police may be contacted, and the unit owner may be assessed any costs incurred as a result, after notice and hearing.
24. Bounce house and/or other inflatable devices are prohibited in the common areas of the community, at all times. The City of Costa Mesa allows use of bounce inflatables at certain city parks. See www.costamesaca.gov for more information.
25. MONTICELLO HAS TAKEN EXTENSIVE HEALTH AND SAFETY MEASURES, BUT THERE IS A RISK OF EXPOSURE IN ANY INDOOR GATHERING PLACE. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. BY ATTENDING EVENTS AND GATHERINGS AT THIS CLUBHOUSE, YOU AND YOUR GUESTS VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19.

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The undersigned agrees that he/she/they have read and understands the rules and conditions set forth above by the Board of Directors for use of the Clubhouse and that he/she/they will conform to them and enforce conformance by their family and guests. The undersigned further agrees to the conditions set forth above, and the failure of their family, guests, or invitees to comply with the rules and conditions for the use of the Clubhouse may result in loss of their deposit and jeopardize their use of the Clubhouse in the future. The undersigned further understands that their liability is not limited to the amount of the Security Deposit, and hereby agrees to pay for any damages or expenses in excess of the Security Deposit which they, their family, or guests have caused. Monticello Community Association and Optimum Professional Property Management will not be held responsible for any injury to the undersigned's family or guests while attending a function at the Clubhouse.

Owner Signature

Tenant Signature (if other than Owner)

Comments:

OFFICE USE ONLY:

Date rental fee/cleaning fee/security deposit received:

Key Pick Up: _____

Clubhouse inspection date/check-in/comments:

Key Return: _____

Clubhouse inspection date/check-out/comments:

***Clubhouse Key can be picked up one (1) business day prior to the event and must be returned the day after the event.**

Date deposit returned: _____

*By providing my email address, I agree to receive email communications regarding the rental from Optimum Professional Property Management Company or its designees.