

# The Villas at Diamond Creek Homeowners Association

## CLUBHOUSE RESERVATION AGREEMENT

Thank you for your interest in renting the Clubhouse at the Villas at Diamond Creek. You must be a Member in good standing to apply. It is recommended that this agreement and all deposits, payments and insurance arrangements be made as early as possible to confirm your reservation. Reservations confirmed less than fourteen (14) business days prior to the date of the event may not be accommodated. Reservation forms shall be mailed or delivered with payment and proof of insurance to: Landmark Limited, 1731 E. Roseville Pkwy, Suite 100, Roseville, CA 95661. Please contact management first to see if the date you are interested in is available prior to submitting all the requested documentation. Reservations are not guaranteed.

### MEMBER INFORMATION

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### EVENT INFORMATION

Date Requested: \_\_\_\_\_ Number of Expected Guests: \_\_\_\_\_

Event Check-In Time: (including set-up) \_\_\_\_\_

Event End Time: (after clean-up) \_\_\_\_\_

Type of Event: (e.g., birthday party, baby shower, etc.) \_\_\_\_\_

Description of Amplified Music: (if any) \_\_\_\_\_

\_\_\_\_\_

Special Equipment: (e.g., furniture, food vendor, etc.) \_\_\_\_\_

\_\_\_\_\_

Decorations (if any): \_\_\_\_\_

List of Vendors providing services at the event: \_\_\_\_\_

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## FEE AND DEPOSIT SCHEDULE

The cost to reserve the Clubhouse is \$450.00 (non-refundable) for eight (8) hours of use ("Reservation Fee"). A deposit of \$300 ("Security Deposit") is required for all reservations. Two (2) separate checks are required for the Security Deposit and Reservation Fee. Both checks must be made payable to: The Villas at Diamond Creek Homeowners Association. Event Insurance is also required as outlined in Exhibit A. **ALL ITEMS ARE DUE NO LESS THAN FOURTEEN (14) BUSINESS DAYS IN ADVANCE OF YOUR EVENT. RESERVATIONS ARE NOT GUARANTEED UNTIL ALL ITEMS ARE RECEIVED AND YOU HAVE RECEIVED WRITTEN CONFIRMATION.** The Security Deposit will be returned within fourteen (14) days after the event unless damage or inadequate cleanliness is found. Cleaning and damage fees will be assessed and deducted from the Security Deposit. Clean-up includes wiping clean all tables and chairs, bagging and removing of all trash from the premises, removal of all personal items. The Villas at Diamond Creek Homeowners Association reserves the right to increase the Security Deposit if heavy equipment, furniture, decorations, etc. are going to be used during the event.

## AGREEMENT – THE VILLAS AT DIAMOND CREEK RESERVATION FORM AND AGREEMENT

I, \_\_\_\_\_ ("Member"), agree to the following:

Member hereby waives, releases and discharges Landmark Limited Group of Companies, Inc., The Villas at Diamond Creek Homeowners Association ("Association"), its directors, officers, employees and agents (collectively, "Released Parties") for any damage to or loss of any property or injury to or death of any person or persons, resulting from or arising in connection with the use of the Association's facilities by Member and Member's family and guests.

Member agrees to indemnify, defend and hold Released Parties harmless from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by Association in connection with the use of Association's recreation facilities by Member and Member's family and guests (included but not limited to reasonable attorneys' fees and court costs). Member agrees to pay Association in full and promptly upon demand for any loss of and damage to Association's property caused by, or arising out of, the use of Association's recreation facilities by Member and Member's family and guests.

Member shall submit to Association the Security Deposit and Reservation Fee with this Reservation Agreement. The Security Deposit may be returned to Member fourteen (14) days after the event. However, if homeowner is found not to have attended and supervised the entire event, including check-in and check-out procedures, or if furniture is not positioned in the exact locations in which it was when the facility was made available to

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Member, Security Deposit will be forfeited, and reservation privileges suspended for up to one (1) year. If damage is caused to the Facility or its appliances or furniture, the cost to repair the damage will be deducted from the Security Deposit.

Member will be responsible to reimburse Association for any cost related to clean, repair damage, or to conduct facility restoration.

Member shall submit a certificate of insurance as described in Exhibit A to guarantee the requested reservation date. Cancellation of events, if received in writing by the Association at least ten (10) days prior to the event, will result in a full refund of the Reservation Fee and Security Deposit. Cancellations received less than ten (10) days prior to the event will result in no refund of the Reservation Fee. Reservations will not be accepted more than one (1) year in advance of the event date, and unconfirmed reservations may be removed from the reservations calendar at the discretion of the Association. Reservation Fees and Security Deposits are subject to change. If changed prior to your event date, Member shall be responsible to pay the new Reservation Fee and Security Deposit.

Members have exclusive use only for the duration of the reservation and only for the Clubhouse which a non-refundable Reservation Fee has been paid. Association will not reserve the facilities for more than one event for a given time; however, Member acknowledges that the Association is not granting Member exclusive use of areas not reserved (i.e., other Members may use the recreation facilities (pool, gym, outdoor area etc.) during the Member's event). Member agrees to exercise control over Member's event and guests such that other Member's using the facilities are not inconvenienced or disrupted.

Members agree that facilities will not be used for commercial or fundraising purposes without the prior written consent of the Association. Member agrees that the facilities will be utilized for Member's benefit, or for the benefit of an immediate family member of Member, and that Member must always be present during the event. Violation of this and/or any of the Rules and Regulations of The Villas at Diamond Creek Homeowners Association may result in the loss of security deposit and the potential suspension of future reservation privileges. If necessary, the Association reserves the right to hold a hearing and thereafter assess a member for damage to the common area or non-compliance with the Rules & Regulations. Members also agree to pay all of the Association's attorney fees in the event of a dispute over this Reservation Agreement.

Excessive noise may result in the loss of facilities privileges.

Smoking, including cigars, e-cigarettes and pipe smoking is not permitted within any of the recreational clubhouse facilities.

Alcoholic beverages are prohibited.

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Members who have made reservations for an event hereby acknowledge and agree to abide by the rules as noted in this reservation packet.

## Clean Up Policy:

**Members are required to perform their own clean up after an event**, which includes:

- A. Cleaning of all kitchen surfaces, counter tops and refrigerator must be left empty.
- B. Ensuring all furniture and venue décor is placed in its original location.
- C. Bag and discard all trash and remove from premises.

Facilities must be left in the original state it was found.

## Other Important Information:

Your reservation does not allow access to the pool/gym area. Reservations are specific to the Clubhouse.

Your guests may NOT park in any reserved/leased or numbered parking spaces, or they will be subject to immediate tow at the vehicles owner's expense. There is a limited number of open (guest) parking spaces available in the community for your guests to park or your guests will need to park off the premises.

BY SIGNING THIS AGREEMENT, I AGREE TO ABIDE BY THE TERMS AND CONDITIONS STATED WITHIN.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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## EXHIBIT A

### ADDITIONAL INSURANCE REQUIREMENT FOR USE OF SHAFFER HALL

Upon reservation of the facilities, Member must supply proof of insurance coverage with a general liability provision of at least one million dollars (**\$1,000,000**) which names **The Villas at Diamond Creek Homeowners Association** and **Landmark Limited Group of Companies, Inc.** as additional insured on the date of the event and for all times that the facilities will be reserved by Member. The Member's insurance shall be primary and noncontributory.

#### **NAMES OF ADDITIONAL INSURED:**

The Villas at Diamond Creek Homeowners Association  
Landmark Limited Group of Companies, Inc.

The address of the facility is: **10001 Woodcreek Oaks Blvd. Roseville, CA 95747**

Your homeowner's insurance representative should be able to facilitate this change to your existing policy. If not, you must purchase special event insurance to provide the required coverage.

**YOUR RESERVATION IS NOT COMPLETE UNTIL A VALID INSURANCE CERTIFICATE IS RECEIVED.**

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