

**RESERVATION AGREEMENT FOR THE CLUBHOUSE OF
SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION, INC**

I/We understand that permission has been granted for the use of The Sandpointe Townhouses Owners Association, Inc. Clubhouse on the specified date and time. I/We agree to abide by the following rules:

1. The clubhouse is to be rented to Sandpointe Townhouses owners only. A copy of Drivers License is required for both the owner and renter if applicable.
2. The homeowner assumes the responsibility to comply with all the conditions of this Agreement.
3. Homeowner is responsible to inspect clubhouse prior to function and report any existing conditions to management. This agreement is for the use of the clubhouse only and will not prohibit other Sandpoint Residents from using the pool or tennis courts during the function.
4. The following regulations must be complied with:
 - a. No alcoholic beverages may be sold. No cash bar.
 - b. Any music or noise must not disturb the neighboring residents after 10PM.
 - c. Decorations are to be attached with thumbtacks or push pins only. No tape or staples.
 - d. Decorations must be limited to the interior of the clubhouse only.
 - e. Decorations may be put up on the day of function.
 - f. Homeowner's equipment and property must be removed from the clubhouse at the end of the function.
 - g. Glass containers are prohibited on the pool deck.
 - h. Pool deck furniture must not be removed from the pool deck. When the pool deck furniture is permitted to be used, it must be returned to its original position.
 - i. Open flames are prohibited except for decorative candles in candleholders on tables.
 - j. Personal barbeque equipment is not permitted. Barbeque style cooking must be done by a licensed and insured caterer only. Caterer must supply an insurance certificate naming Sandpointe Townhouses Owners Association, Inc as the insured.
 - k. All activities must be confined to the clubhouse and pool deck areas. No activity on the tennis court.
 - l. Rental of clubhouse does not permit usage of pool.
5. The facility must be cleaned to the specifications below immediately upon conclusion of the function.

FAILURE TO COMPLETELY CLEAN THE FACILITY MAY RESULT IN FORFEITURE OF FUTURE USE OF PRIVILEGES AND OR PARTIAL OR FULL LOSS OF THE SECURTIY DEPOSIT.

- a. Trash must be picked up and deposited in proper containers. Deflate balloons before discarding.
 - b. Restrooms must be left clean and in working order.
 - c. Sweep kitchen floor.
 - d. All thumbtacks and pushpins must be removed with the decorations.
 - e. Kitchen, microwave, and refrigerator are to be left clean.
 - f. Facility must be returned to normal conditions cleanliness.
 - g. Key to facility must be returned to the office the following morning. Monday morning for weekend parties. **If not deposit will be forfeited!**
6. **Noise: Orange County Code, Section 15-180 (b-16)** Noise shall mean and sound produced in such quantity and for such duration that it annoys, disturbs, or may injure a reasonable man or woman of normal sensitivities. The noise level of your function must not disturb any Sandpointe resident at any time. Complaints of excessive noise will be reported to The Sheriff's Department, property manager or any member of the board of directors will be fully evaluated and **can result in complete loss of your security deposit and loss of future use of the facilities.**
 7. Homeowner agrees and understands that all youth functions **MUST BE SUPERVISED by an adult (21 years of age or older)** Sandpointe resident at all times while the clubhouse is in use.
 8. All music must end by 10PM and clubhouse must be vacated by 11PM.
 9. The attendance will be limited to 100 people and 65 people if it is a sit down function.
 10. Sandpointe Townhouses Owners Association, Inc, its officers, director, employees, and members will **not** be responsible for any damage, loss, miscellaneous mischief, vandalism, theft, or larceny to residents or guests and their equipment or property left at or near the clubhouse facilities.
 11. Homeowner agrees to be fully responsible for maintaining an orderly function and will not allow **illegal activity** on the property. Homeowner will be responsible for the conduct of any and all guests whether invited or uninvited will insure that all Sandpointe policies and rules and regulations will be followed and agrees to enforce the **"NO SMOKING"** policy in the clubhouse.
 12. Homeowner assumes full responsibility for any loss or damage to the clubhouse or the common property of Sandpointe Townhouses Owners Association, Inc. as a result of the use of the clubhouse for the function. The use of the clubhouse facilities is at the homeowner's own risk and the homeowner assumes full responsibility to defend against any claim made against Sandpointe Townhouses Owners Association, Inc., which may arise as a result of this function. It is understood that all liability for any claim is fully the homeowner's responsibility.
 13. Sandpointe Townhouses Owners Association., its officers, director, employees, and members are **not** responsible for liability and expenses for damage, including but not limited to loss of life and personal injury sustained by homeowner or guests who attends the function.
 14. In the event that the clubhouse is partially or completely unusable or damaged on the date of the reservation and the resident chooses not to use the facility, Sandpointe Townhouses Owners Association, Inc., Its officers, directors, employees, and members shall not be held liable. The homeowner will receive a full refund of any fees paid.
 15. All fees are to be submitted three weeks before the function and these fees will be deposited in the Sandpointe operating account. All checks are to be made payable to Sandpointe Townhouses Association or STOA. Security deposit will be refunded within two weeks after the function

provided there were no violations of the agreement and there were no damages or cleanup costs. Fees are as follows:

SECURITY DEPOSIT: \$300.00

RENTAL FEE: \$200.00

16. Homeowner is responsible for returning the key to the clubhouse immediately following the function. Failure will result in forfeiture of full security deposit.
17. Homeowner is responsible for any damages or cleanup cost exceeding the Security deposit. Charges exceeding the deposit will be billed to the unit as a special assessment.
18. The property manager and/or the President as the final approval of this agreement and cost determinations.

ANY VIOLATION OF THIS AGREEMENT, ACTIVITY OR OCCURANCE THAT RESULTS IN THE ABUSE OF PRIVILEGE, INCLUDING BUT NOT LIMITED TO THE ABOVE PROVISIONS, CAN RESULT IN THE LOSS OF SECURITY DEPOSIT SUBJECT TO THE DESCRETION OF THE PROPERTY MANAGER AND/OR PRESIDENT.

DATE/TYPE OF FUNCTION _____

HOMEOWNERS SIGNATURE _____

RENTERS SIGNATURE IF APPLICABLE _____

ADDRESS _____

PHONE NUMBER(S) _____

NUMBER OF GUESTS _____

COPY DRIVERS LICENSE(S) ATTACHED _____

APPROVED BY _____