

**FIESTA GARDENS HOMES ASSOCIATION  
AGREEMENT, WAIVER AND RELEASE**

User agrees to be solely responsible for any and all liability, claims, loss, damages, costs, and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damaged property which arises out of its use of the Associations facilities. User agrees to defend, indemnify and hold harmless the Associations Board Members, Employees and Volunteers against any and all such claims, demands, causes of actions, suits and expenses, arising out of or resulting from its use of the Associations facilities. I also agree to name the Fiesta Gardens Homes Association as additional insured on my homeowner's/ renter's policy for the period of time of facility use.

I understand the conditions and regulations and hereby represent that **I will be present at the facility during its use** and agree to use due care to ensure that said regulation are enforced while the facility is in use.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

**FIESTA GARDENS HOMES ASSOCIATION, INC (FGHA)  
POOL & CABANA RENTAL APPLICATION**

1. The Pool Operations Board Member must approve all applications
2. Applications are issued to adults only. There must be two adults for each 20 minors present. Children must be supervised at all times. This includes the pools, cabana and grass area.
3. When scheduling event time, please remember that **set up and clean up must be conducted and completed within the hours of the contractual agreement.**

**INSURANCE & DEPOSIT**

1. A cleaning/damage deposit is required to hold the date of the rental in the amount of \$200.00. The deposit will be refunded provided the facility is left in a clean and presentable condition. The individual or group granted use of the facility shall be held responsible for payment of any damage or loss of any association property, as well as special clean up required after their use. Any damage service charges will be billed as soon as possible after the event and the remainder of the deposit returned along with a statement of charges.
2. If the charges exceed the deposit, the Facility User will be required to pay additional fees to cover the balance.
3. Deposit will be lost if the lifeguard staff feel it is necessary to call the police to Re-establish order

### ALCOHOL

1. Liquor, including beer and wine may be served. Storing of alcohol on the premises is prohibited. All alcohol must be removed from the premises immediately upon completion of the event. No alcohol may be delivered to the facility until immediately prior to the event and is at no time to be left unattended. Alcohol can not be sold on the premises.

**NO GLASS OF ANY KIND IS ALLOWED ON THE PREMISES,  
INCLUDING THE CABANA AND GRASS AREA.**

### GENERAL RULES

1. Facility capacity must be adhered to at all times

Day Parties	30 Guests
Night Parties	80 Guests

2. User must remove all personal property at the conclusion of the rental. The Association cannot accept responsibility for loss of personal property.
3. Smoking is not allowed inside the facility
4. Fighting or unruly conduct will not be tolerated and result in immediate termination of the event without refund.
5. Clean up after the event **MUST** include the following:
  - a. Clean kitchen if used
  - b. Empty garbage cans in cabana
  - c. Clean BBQ if applicable
  - d. Clean rented area of trash
  - e. Sweep cabana

SEE POST PART CHECK LIST FOR FURTHER

6. Any rental that involves music, which includes a DJ or live music will have to be turned off by 10:00 pm and must exit the facility with full clean up taking place by 11:00 pm **NO EXCEPTIONS.**
8. No additional cover charge is allowed to cover the cost of the facility or hired entertainment.
9. No storage is permitted either before or after the event. All items including Catering and rental supplies must be removed the day of the event. The Fiesta Gardens Homes Association accepts no responsibility for any items left behind.

**APPLICATION FOR RENTAL OF POOL AND CABANA**

Date of requested use \_\_\_\_\_ Day of the week \_\_\_\_\_

Hour's requested \_\_\_\_\_ to \_\_\_\_\_

Request made by:

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Organization Represented: (if applicable) \_\_\_\_\_

Purpose \_\_\_\_\_

Will Alcoholic beverages be served? Yes \_\_\_\_\_ No \_\_\_\_\_

Responsible adults available to assist lifeguards or Board Member in an emergency or to maintain orderly behavior (at least three)

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

It is the responsibility of these individuals to identify themselves to the lifeguards and the Board Member upon arrival and to advise the staff upon their departure from the premises. **This application for use of the Fiesta Gardens Homeowner's Association pool and cabana, must be signed, indicating that the information provided by the applicant is correct and that the applicant has received and understands the Rules and Regulations for use of the pool and cabana.**

## **RENTAL FEES AND DEPOSITS**

Day parties:

Available 7 days a week 12:30 pm to 4:30 pm

Total number of guests 30

Cost: \$75.00 plus \$200.00 deposit

**(Day parties are not private)**

**The pool and cabana is open to residents and their guests.**

Night parties: 6:30 pm to 11:00 pm

Available Friday and Saturday

**Night parties are not private until after 8:00 pm the normal pool closing time**

Total number of guests 80

Cost: \$150.00 plus \$200.00 deposit

- Confirm available dates with the Pool Operations Board Member
- Write 2 separate checks 1 for the event either \$75 for a day party or \$150 for a evening/night party and the 2<sup>nd</sup> check for \$200 for the deposit
- Mail checks and rental application to: FGHA  
P.O. Box 5288  
San Mateo Ca, 94402  
Attn. Pool Operations

To check on available dates please email Steve at [sstanovcak@yahoo.com](mailto:sstanovcak@yahoo.com)