



**APPLICATION
FOR USE OF THE CLUBHOUSE
VILLA TAVIANA, INC.**

NAME _____ UNIT NO. _____

DAY TIME PHONE NO. _____ ALTERNATE NO. _____

DATE OF INTENDED USE _____ HOURS OF USE _____

APPROXIMATE NUMBER OF PERSONS EXPECTED? _____

ANY NON-RESIDENTS EXPECTED? _____

NUMBER OF CARS EXPECTED? _____

INTENDED USE _____

WILL FOOD AND/OR BEVERAGES BE SERVED? YES _____ NO _____

In consideration for the use of the Clubhouse on _____, the homeowner _____ and resident (if applicable) _____ of Unit _____ agrees to indemnify the Villa Taviana, Inc., Inc., and hold harmless from and against all loss or expenses by reason of liability for damages because of injury or property damage sustained by any person in connection with said use of room.

I understand that permission to use the Clubhouse is granted in accordance with the rules on that subject adopted by the Board of Directors and subject to the conditions stated on the accompanying pages.

Furthermore, I acknowledge that pursuant to the governing documents of the Association, I will be held liable for any damages that may occur during said use of the Clubhouse, and that any damages that exceed tendered deposit will be assessed to my account as a reimbursement assessment. (If a tenant, this charge will be applied to the Unit Owner's account pursuant to the CC&R's.)

Homeowner Signature

Resident Signature

Date

Date

**AGREEMENT
FOR USE OF THE CLUBHOUSE
VILLA TAVIANA, INC.**

1. Hours of Operation. The clubhouse is not available without a reservation. The available dates for reservation are at the sole discretion of the Board of Directors. The clubhouse's general hours of availability are Sunday – Thursday, 8:00 AM – 10:00 PM and Friday and Saturdays 8:00 AM – 11:00 PM.

2. Reservation Requirements. All reservations must be settled no later than seven (7) days prior to the event. All necessary documentation, deposits and fees must be received by the Association seven (7) days prior to the event. Reservations are on a first come, first serve basis. Reservations must be made no more than 120 days and no less than 14 days in advance of an event. A reservation is not final until the Association has received all the necessary documentation required for a reservation.

3. Fees and Deposits. The first check in the amount of \$250.00 (\$500.00 if alcoholic beverages are provided) is a refundable security deposit. The second check in the amount of \$50.00 is a cleaning fee. The checks are deposited. The Association uses a professional janitorial contractor for the inspection and cleaning of the clubhouse after each use. **Management must be notified two (2) business days in advance of a reservation in order to cancel the reservation or the cleaning fee will be charged.**

The security deposit will be returned within fourteen (14) business days from the date of satisfactory inspection of the Clubhouse. The Clubhouse will be inspected for cleanliness, damage and compliance to all Villa Taviana, Inc. rules. Any damages, etc. will be deducted from the security deposit and/or additional amounts may be assessed.

4. Types of Events. Reservations may only be made for private events by members or their tenants. The member or tenant who has reserved the clubhouse must be present at all times for the duration of the reservation and the member or tenant must be appropriately trained and/or prepared to manage the type of event and the guests. Functions involving solicitation of any nature, sale of drugs or alcohol and subleasing are all strictly prohibited. No live bands, disk jockeys or loud amplified music are allowed. No use of the clubhouse should impede the quiet enjoyment of the membership of their own residential units. Any reservation of the clubhouse does not include reservation of the pool, spa or BBQ area.

5. Alcohol and Smoking. The reserving party and not the Association is fully and solely responsible for any alcohol that is served, the guests in attendance and the safety of them. No minor or intoxicated person is to be served alcohol. No alcohol may be sold. No smoking inside the clubhouse is permitted. All tobacco products not disposed of properly will be subject to fees assessed to the reserving party for (cleaning (cigarette butts on the ground outside)

6. Decorations. Decorations must not cause damage to the property or furnishings. Only masking tape that does not damage the property or furnishings should be used to fasten decorations.

7. Completion of Reservation. After the reservation is completed but prior to any post inspection, the reserving party must:

- i. Bag and remove any and all trash

- ii. Turn off any appliances other than the refrigerator
- iii. Remove any items brought into the clubhouse
- iv. Turn off air conditioning or heater
- v. Lock all windows and doors

8. Inspections. A pre and post inspection is required. A representative of the Association will meet with the reserving party prior to or at the time of the reservation to inspect the areas for any pre-existing damages, non-working equipment or other issues. Any such issues should be noted at the time of this inspection. Any issues not noted at the time of this inspection may be the reserving party's responsibility after the reservation has begun. Post inspection will be conducted by a representative of the Association to determine whether there are any damages or other issues that the reserving party will be held responsible for. The Board of Directors is solely responsible and has sole discretion over the appropriate remedy for damages or issues, within reason. The cost to address any issues will be first deducted from the deposit and any remaining balance will be assessed to the owner's account.

(Initial)

_____ I will be solely responsible for any damage done by me or my guests. I understand I will be required to pay for any damage in excess of the deposit.

_____ ***I agree to a pre and post inspection of the clubhouse.***

_____ ***I agree to provide two (2) personal checks or money orders as stated above.***

_____ I understand that permission to reserve the Clubhouse does not include reserving the pool, spa or pool deck. These areas will remain available for all residents. Private swimming parties are not allowed.

_____ That guests will be limited to a maximum of forty-eight (48) persons.

_____ I agree that the event will be concluded and the Clubhouse cleared immediately following the event. All personal items, decorations and trash must be removed immediately following the event.

I acknowledge that I have received a copy of this agreement and a copy of the Clubhouse Rules and Regulations. I have read all the above and agree to abide by this agreement, the CC&R's and Rules for the Clubhouse.

Print Name

Date

Homeowner

Tenant

Signature

Address

VILLA TAVIANA CLUBHOUSE
PRE USAGE INSPECTION FORM

MECHANICAL:

Refrigerator Operational: Y or N

CLEANLINESS: Is the room and/or are the bathrooms in an overall clean condition: Y or N

Please note any areas that are not in a clean condition:

FURNITURE: Please note any existing damage to the furniture, carpeting, decorations and wall/floor coverings:

OTHER:

APPLICANT'S INITIALS: _____

MANAGEMENT'S INITIALS: _____

DATE CONDUCTED: _____

VILLA TAVIANA CLUBHOUSE
POST USAGE INSPECTION FORM

MECHANICAL: Refrigerator Operational: Y or N

CLEANLINESS: Is the room and/or are the bathrooms in an overall clean condition: Y or N

Please note any areas that are not in a clean condition:

FURNITURE: Please note any new damage to the furniture, carpeting, decorations and wall/floor coverings:

OTHER:

APPLICANT'S INITIALS: _____ MANAGEMENT'S INITIALS: _____

DATE CONDUCTED: _____