

SHARON GLEN HOMEOWNERS ASSOCIATION
Clubhouse Use Agreement

(This form shall be completed in duplicate with original to room custodian and copy to "User".)

1. AGREEMENT TO COMPLY - The Sharon Glen homeowner or tenant whose name appears as signer of this agreement agrees to abide by the following rules in the use of the Sharon Glen Association Clubhouse. This agreement is not to be executed by a proxy or any person other than the responsible User.

2. "USER" DEFINED - The undersigned responsible party (hereinafter referred to as "User") must be a resident of Sharon Glen at the time of the use of the room, must be at least 21 years of age, and must be present in person for the entire event scheduled.

3. SECURITY DEPOSIT/ROOM KEY, AND REFUND - A security deposit of Fifty dollars (\$50.00) made by personal check payable to "Sharon Glen HOA" is required upon execution of this agreement, all of which is refundable; this arrangement to apply in all instances in which the room is left clean for the next User, in undamaged condition, and the keys returned. A walk-through by User and determined custodian will be required before and after each use. The custodian's judgment as to acceptability of condition will govern in all cases.

The cost of any needed cleaning or the repair of any damage will be deducted from the User's deposit as necessary; however, User agrees to pay any and all amounts over that of the deposit for loss of or damage to Association property in and around the room whether caused by User or others during the event scheduled, if such loss or damage exceeds the amount of the deposit. Room must be restored by User to the condition in which it was received. This includes floors, walls, windows, doors, interior furnishings, and the exterior approaches. Any repairs so required will be performed by the Association and billed to the User.

4. OCCUPANCY LIMIT- Occupancy of the room for any event is not to exceed 45 persons for privately scheduled parties and events. Occupancy limit is set by Menlo Park city authority and enforced by the Department of Public Safety.

5. FURNITURE - There are 14 plastic white chairs and one 8 foot metal table included in the room, and are the responsibility of User to keep in the same condition as received. If any damages are done to the furniture the cost to repair and/or replace this furniture will be borne by the User.

6. USE OF ALCOHOL - User assumes sole and complete responsibility to assure that no alcohol beverages will be served to persons under 21, or permitted to be brought into room by persons under 21. If this condition is violated, the event scheduled will be terminated forthwith and the future use of the room by the User may thereafter be denied by the Board of Directors.

7. HOURS - Functions cannot begin earlier than 8:00 a.m., and must be terminated, with the room completely vacated and locked, no later than 10:00 p.m. Sunday through Thursday nights and no later than 12:00 a.m. for events scheduled for Friday and Saturday nights.

8. LOUD MUSIC - NO loud music will be permitted. Reproduction by radio or other sound equipment must be kept within the confines of the room at all times. If the event is held at night and music is planned, volume shall be kept low enough to avoid disturbing nearby residents.

9. **PETS** - No pets shall be permitted in the room.

10. **PARKING** - Invitees should be instructed by User to park vehicles in front of the complex on Sharon Road or surrounding streets. No overnight parking is permitted by the city on Sharon Road. Parking in exterior resident's spaces other than that of User, fire lane, or in driveways is strictly prohibited. Vehicles parked illegally are subject to be towed at owners expense.

11. **PROHIBITED USERS.** The room may not be rented to:

1. Owners whose unit is currently occupied by tenants.
2. Former owners of Sharon Glen.
3. Friends or acquaintances of homeowners or tenants.
4. Outside organizations not sponsored by a qualified member.
5. Any User who requests the room for a function deemed unacceptable by the Sharon Glen Board of Directors.
6. Former Users who have forfeited the right to use through previous violation of this agreement.
7. Anyone planning to use the room for a commercial venture and charge a fee.
8. Any member who is delinquent sixty days or more in the payment of Homeowner Association dues.

Also, no items may be placed in the common area using duct tape, masking tape, and/or any screws or pins.

12. **TRASH AND GARBAGE** - User must remove trash/garbage and dispose of properly in the facilities provided in the garbage rooms.

13. **SURRENDER OF KEYS** - An additional twenty-five dollar charge (\$25.00) will be made for any room key or pool key which is lost, or for failure to return the keys to the room custodian by 12:00 noon on the day following the event scheduled. (It is not the custodian's responsibility to call and remind User of this).

14. **SECURITY** - User has sole responsibility for the Clubhouse as long as the key thereto is in User's possession. User must make certain that all doors and windows are locked and lights and heat are turned off before leaving.

13. **AGREEMENT TO COMPLY AND ACCESS** - The undersigned prospective User has read and understood the foregoing conditions and agrees to abide by them as they relate to use of the Sharon Glen Clubhouse. User further acknowledges receipt of a copy of this agreement and is aware that failure to comply as herein agreed may cause loss of User's deposit as well as withdrawal by the Board of User's future right to use the room.

User's Signature

Custodian Signature

Date Signed

User's Name (Print)

Sharon Glen Address

Date of Function