

KINGSWOOD VILLAGE
PROPERTY OWNERS ASSOCIATION
P.O. BOX 815 Kings Beach, CA 96143
(530) 546-5003

ASSOCIATION CLUBHOUSE ROOM RENTAL POLICIES

Note: *The Rental Agreement cannot be entered into by any person who is not a homeowner of record in the Kingswood Village Condominium Complex, located in Kings Beach, CA. A homeowner of Kingswood Village must sign the Association Room Agreement*

1. **Instructions:** First, please read and understand the attached Rental Agreement. If you agree to its terms, initial it where indicated with **. Then complete the following application and submit it to the Maintenance Manager, together with two checks payable to Kingswood Village Property Owners Association (KVPOA), the first in the amount of the Deposit, the other in the amount of the Non-Refundable Fee, as determined under the Schedule of Charges below. You will be notified when your application has been approved.

2. **Available Rental Times:** The maximum duration of any event shall be six hours. No more than one event shall be scheduled per day. On Sunday through Thursday, events must end and the guests must leave no later than 7:00 PM. On Fridays and Saturdays events must end and guests must leave no later than 10:00 PM.

3. **Schedule of Charges:**
Non-refundable Fee: \$75.00
Damage Deposit: \$250.00
Refundable damage deposit will be refunded within two weeks after the date of the event. Any damages will be deducted from the \$250.00 deposit. Damages in excess of the \$250.00 damage deposit will be billed to the homeowner leasing the association room.

4. **Rental Areas:**
This rental agreement is for the rental of the Association Clubhouse Room at the Kingswood Village Condominium Complex. Rental includes the exclusive use and occupancy of the recreation room, adjoining kitchen, upper deck adjoining the Association Room and restrooms. The Agreement does not include the use of the swimming pool, sauna, tennis courts or other related recreational facilities.

5. **Occupancy Limit:**
There shall be no more than 50 guests, including host, at any event.

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In consideration for the use of the Clubhouse on the agreed upon dates, and for the purposes as set forth in the application attached hereto, the undersigned Renter understands and agrees that the use of the Association Clubhouse Room and its associated facilities is subject to the following guidelines and limitations.

1. Scope:

The Rental Agreement entitles the Renter and Renter's Guests and invitees to the exclusive use and occupancy of the Areas as stated in Section 4. Rental Areas

Initial: _____**

2. Compliance

a. Renter's Guests shall abide by all posted rules and regulations governing the use of the Association Clubhouse Room, Kitchen, Bathroom, and Deck. RULES FOR THE USE OF THE ASSOCIATION ROOM, KITCHEN, BATHROOM, AND DECK ARE POSTED IN THE KITCHEN.

b. All minors must be supervised by responsible adults.

Initial: _____**

3. Food and beverage preparation

a. Preparation of food (if required) will take place inside the Association Clubhouse Room and kitchen. Prepared food from third party vendors may be brought in.

b. Caterers are allowed but must meet all requirements of the Room Rental Policies and Application.

c. No open flames of any kind are allowed in the rental areas designated per Room Rental Policies.

Initial: _____**

4. Food presentation:

a. All food presentation and services shall be within the confines of the agreed upon rental area(s).

b. The use of beverage glasses and glass containers shall not be allowed outside the Association Clubhouse Room.

Initial: _____**

5. Alcohol:

a. The consumption of alcoholic beverages is not specifically prohibited. No sale of any alcoholic beverages is permitted on the premises. Homeowner/Renter shall see that such consumption is appropriate to the setting.

b. It is the responsibility of the Primary Renter on site to ensure that no alcoholic beverages are served to any minor in accordance with California State law.

Initial: _____**

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6. Noise:

- a. The level of noise and activity at all times shall be appropriate to the setting, recognizing that Kingswood Village is not a commercial facility, but a residential community extending a privilege to its residents in allowing them to entertain their guests at the Association facility. The homeowner hosting the event shall be responsible for seeing that the noise level and activity is proper for the use of the Association Clubhouse Room.
- b. Any music at the event shall be inside the Association Clubhouse Room, i.e., if live music, the musician(s) shall be inside: if recorded music, the speakers shall be inside. In all cases, the volume of the music shall not disturb the other residents of Kingswood Village.

Initial: _____**

7. Clean-up of Premises:

- a. The Renter, not the maintenance staff of Kingswood Village, is responsible for cleaning the facilities after each event. All food, trash, garbage, debris, containers, etc. shall be removed from the facility. All floors, furniture, cabinets, appliances, walls, sinks and toilets shall be cleaned to their condition prior to rental. All trash and debris shall be removed from the parking area, stairs, and landing leading to the recreation room and placed in the nearest dumpsters.
- b. The clean up is to be performed as soon as the event is over. In the case of an evening event, the clean up may be deferred until no later than noon the next day.
- c. Any furnishings brought in by the Renter, and not owned by KVPOA, is to be removed within *24 hours* of the event.
- d. If upon inspection by the maintenance staff, the facilities have not been adequately cleaned or returned to their prior condition, the renter will be charged a penalty of \$50.00 plus a clean-up fee, calculated at \$35.00 per hour, with a minimum charge of \$35.00. These charges will be deducted from the damage deposit.

Initial: _____**

8. Liability:

- a. Homeowner/Renter shall be fully liable to Kingswood Village Property Owners Association for any physical damage caused by Renter, Renter's vendors, or their Guests resulting from their use of the Association Room Facilities. Renter's liability for facility damage is the total of damages as set by KVPOA insurance adjusters and is not limited to the amount of any deposit paid at the time of renting the premises.
- b. Any action, resulting in possible litigation directly attributable to alcohol consumed while at the Rental facilities, shall be at the liability of the Homeowner/Renter.
- c. Any Homeowner who rents the Association Clubhouse Room does hereby indemnify and hold harmless Kingswood Village Property Owners Association, its members, directors, officers, employees and agents, from any and every claim, cost, damage and liability, including the cost of defending against the same, which may be asserted against them, or any one or more of them, because of an event during, or as a result of, or related to the renting of the premises, including by way of example and without limitation, any actions resulting from the consumption of alcohol.

Initial: _____**

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9. Use:

- a. Association Room is to be used for social purposes only.
- b. Renter shall not utilize the premises for any profit making purposes.

Initial: _____**

10.I have read, signed and received a copy of this rental agreement.

Renters Signature _____ Date: _____

Renters Address: _____

Signature of KVPOA: _____

Date: _____

kvpoa rental policies/application Revised: November 2018

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ASSOCIATION CLUBHOUSE ROOM
RENTAL APPLICATION

DATE OF APPLICATION: _____

APPLICANT'S NAME: _____

ADDRESS: _____

KINGSWOOD UNIT NUMBER: _____

CONTACT #: MOBILE: _____ HOME: _____

EMAIL: _____

DATE REQUESTED: _____

TIME REQUESTED: FROM: _____ TO: _____

NUMBER OF GUESTS: _____

FOR ASSOCIATION USE ONLY:

Application and checks received: Date: _____ Initials: _____

Amount of Checks: \$ _____ \$ _____

Date Application Approved: _____ Date Reservations Confirmed: _____

Initials: _____ Initials: _____

Date premises inspected after event: _____ Initials: _____

Result of premise inspection after event: _____

Date deposit refunded: _____ Initials: _____