



1585 Monteval Lane
San Jose, CA 95120

CLUBHOUSE AND GROUNDS USE AGREEMENT

To ensure that Montevideo Improvement Association (MIA) facilities are utilized by MIA members for the purpose specified by the MIA Articles of Incorporation and in accordance with the By-Laws of MIA, the following Use Agreement is to be completed by any person desiring to rent the facilities.

MIA Homeowner making the reservation:

Name: _____

Address: _____

Telephone: _____ Email: _____

Reservation Date: _____ Time: _____

Purpose of Reservation (Event): _____

Estimated Attendance: _____

Homeowners Insurance Carrier and Policy Number: _____

Please check one: After my rental, I give the MIA clubhouse manager permission to:

Shred deposit check _____ Return deposit check _____

Date must be approved by the clubhouse manager and will be secured only upon receipt of items listed below.

Cancellations must be made no later than 30 days prior to event.

**Please return the following items at least 30 days prior to your event date to Club House Facilities Manager, 1585 Monteval Ln, San Jose, CA 95120
Completed Forms can be emailed to clubhouse@miahomeowners.com**

- 1) Completed & signed contract
- 2) \$500.00 security deposit check made out to MIA
- 3) \$225 facility rental check – separate check made out to MIA

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|------------------------------|
| For office use only: |
| Date received: _____ |
| Deposit check: _____ |
| Facility rental check: _____ |

RULES AND RESTRICTIONS FOR CLUBHOUSE RENTALS

All Rental Policies, Rates and Rules are subject to change

1. The Montevideo Clubhouse is intended to be a neighborhood resource only. It is not to be used as a nightclub or major party venue. It is intended to be used for family, friends and neighborhood events only. The rules of this rental agreement are designed to ensure that clubhouse events will be of this relatively quiet nature only. It is the policy of the MIA that the clubhouse will be a "good neighbor" to nearby residents of Monteval Lane, Coleman Road, Monteval Court or any other surrounding area. Accordingly, the rules herein are designed in part to protect the interests of those residents in the peaceful, quiet enjoyment of their private property.
2. The use fee for rental is \$225 for MIA members, which includes a non-refundable clean-up fee.
3. The MIA board reserves the right to refuse rental to homeowners who are in violation of any of the CC&Rs that govern association membership.
4. If the MIA facilities incur damage (any item needing repair due to misuse) during an event, the MIA will bill the renting member for such damages and will place a lien on the member's property if the bill is not paid.
5. Facilities are to be rented to an adult (over age 21) member only, who must be present throughout the duration of the event. The adult renting the clubhouse is responsible for ensuring that all attendees abide by the terms of this agreement as to conduct and treatment of both MIA and neighboring properties.
6. Attendance at rental functions must not exceed 175 people indoors. Attendance including outside must be monitored by renter and at a reasonable level. Any complaints from neighbors can constitute shutting down the party if it cannot be contained successfully by the enter.
7. **No alcoholic** or intoxicating beverages are to be sold to, served to or consumed by persons under the age of 21 on the MIA premises or grounds. A liquor license is required if alcohol is sold on the premises.
NOTE: It is illegal to allow intoxicating or alcoholic beverages to be consumed by persons under the age of 21 in the state of California.
8. Alcoholic beverages may be consumed only inside the clubhouse and in the rear patio area, not outside the front doors, on the front steps or front grounds facing Monteval Lane.
9. Functions hosted by person(s) renting the clubhouse are for their expressly invited guests only. Hosts may not circulate flyers inviting the general public and may not charge admission at the door.
10. Renter will ask guests to show courtesy to neighboring residents in driving and parking in the vicinity of the clubhouse.
11. Outside Barbecue – renter must have lid open when igniting! All burners must be turned off when leaving facility. Gas source is natural gas and therefore, does not have to be turned off at source. See checklist for cleaning procedures.

Renter's initials _____

12. The MIA Board reserves the right to inspect a function in progress, and to shut down a function that is deemed by a board member to be in non-compliance with the terms of this agreement. Non-compliance could include but is not limited to any of the following: a function that is attended by more than people than the facility will hold effectively, that is unreasonably noisy to the extent that it can be heard from neighboring properties, where alcoholic beverages have been served to minors, or where any unpleasant or unsafe condition whatsoever exists in regards to neighboring residents.
13. Facilities will not be rented to any MIA member that is in arrears with respect to annual MIA dues.
14. The MIA Board expressly reserves the right to refuse, for a period designated by the Board, to rent the clubhouse to any resident who, in the board's judgment, has failed to comply with the spirit of this agreement during a prior rental. Upon determining that a resident will be denied the opportunity to rent the clubhouse in the future, the clubhouse manager will notify the resident in writing. Upon a determination by the board that the same resident has failed for a second time to comply with the spirit of this agreement, the resident will permanently lose the opportunity to rent the clubhouse.
15. The use of nails, tacks and staples for decorating is prohibited. Use of same will be considered "damage" as defined in section 4 above.
16. **TIME RESTRICTION:** Functions in the MIA facility must conclude no later than 10:00 p.m. on Sunday through Thursday and 11:00 p.m. on Friday and Saturday. The Clubhouse key may be picked up after 9:00 a.m. on the day of the rental. Key cannot be picked up earlier than this, please do not ask to make exceptions.
17. **NOISE RESTRICTION:** Amplified sound indoors (inside clubhouse) is allowed. Amplified sound outdoors (outside clubhouse) of any kind is limited and must be approved by the Clubhouse Manager and must end before 10 p.m. At any time, day or evening, all noise (including amplified) levels must be substantially reduced upon the first complaint. Whenever amplified sound is used, the main doors to the clubhouse facing Monteval Lane must be kept closed. Use good judgment with loud music.

NOTE: City of San Jose noise ordinance requires quiet by 10 p.m. After 10 p.m., noise from any event at the clubhouse should not be able to be heard outside of the clubhouse grounds.

Failure to abide by Noise Restriction where the either the Clubhouse Manager, a board member, or the police are required to respond after 10:00 p.m. will result in a loss of the \$500 security deposit.

Renter's initials _____

18. Lost keys will result in loss of security deposit.

19. The renter must return the MIA facilities to the general condition in which they were found during the day of rental, which includes:

- Returning all chairs to stacks where they were found.
- Wipe down and return all tables to the racks across from the kitchen.
- All trash and recyclables from the kitchen, bathrooms, and other areas should be placed in the dumpsters located in the Coleman Ave parking lot.
- Checking that the stove, furnace, fans and barbecue burners are turned off.
- Checking that all windows and doors are closed and locked and the lights turned off.
- Returning key directly to the Clubhouse Manager.

Cleaning included in the party rental fee (\$225.00) includes light mopping, and cleaning of bathrooms and kitchen. If the clubhouse is left in a condition that requires deeper cleaning, the clubhouse manager will use the renter's security deposit to pay for additional cleaning.

Time spent on this cleanup process may extend beyond the curfew but must be completed before the next day (**no clean-up or removal of items can be done next day**). If for any reason, the renter must enter the building the next day, they forfeit the security deposit, unless pre-arranged with Clubhouse Manager. If any rules in this contract are not followed, renter forfeits the \$500 security deposit.

In exchange for permission to use the MIA facilities, the undersigned expressly assumes the full risk for all damages to persons and/or property on or off the MIA facility resulting from activities conducted in the MIA facility, including the consumption of intoxicating liquor, alcoholic beverages or other substances during the use outlined in the "purpose of reservation" portion of this agreement. Further, the undersigned expressly assumes full risk of liability for all damages to person(s) or property resulting from any defective condition of the MIA facility. The undersigned promises to hold harmless the MIA, its former and currently sitting board and each member from any and all liability whatsoever arising out of the use described above.

Under penalty of perjury, under the laws of the State of California, the undersigned declares that: The answers to the above questions are accurate to the best of his/her knowledge and that the MIA facilities will be used in accordance with the above stipulated rules. The undersigned further agrees to accept full responsibility for proper care and use of the MIA facilities. Any property damage caused to the MIA facilities during the designated rental period of the undersigned will be the sole responsibility of the undersigned. As such, the undersigned agrees to pay damages for necessary repair.

I have read this Use Agreement. I understand and agree to all conditions, requirements and restrictions of the Use Agreement.

Print Full Name: _____

Sign Full Name: _____ Date: _____