

DIABLO WEST HOMEOWNERS ASSOCIATION
750 Ynez Circle * Danville, CA 94526
(925) 831-9045

CLUBHOUSE RENTAL AGREEMENT

Member	Address	Telephone
--------	---------	-----------

Date of Use	Time (From/To)	# Attending
-------------	----------------	-------------

In consideration of the Diablo West Homeowners Association Agreeing to the private use of the Clubhouse, it is agreed between the Association and the Member that such use will be under the following terms and conditions:

1. MEMBER AGREES THAT RENTAL OF THE CLUBHOUSE DOES **NOT** INCLUDE USE OF THE POOL AND/OR TENNIS COURTS.
2. MEMBER AGREES THAT RENTAL OF THE CLUBHOUSE DOES **NOT** INCLUDE THE *EXCLUSIVE* USE OF THE PATIO AND BARBEQUE GRILLS. THESE FACILITIES SHALL BE OPEN TO ALL DIABLO WEST RESIDENTS AT ALL TIMES.
3. Member agrees to return the Clubhouse in clean and good condition after use. Applications for Clubhouse reservations include a \$100.00 damage or cleanup deposit, which is refundable subject to inspection. Charges for any cleanup or maintenance required to restore the Clubhouse to its pre-rental condition shall be deducted from the deposit. Excess damage or cleaning charges will be assessed against the member.
4. Members and guests shall be responsible for compliance with Clubhouse Rental Policy.
5. All minors shall be under the constant supervision of an adult member. The signing member shall be fully responsible for the enforcement of any applicable laws concerning such minors.
6. Member shall assume full responsibility for any loss or damage to the property of its guests and the facilities of the Homeowners Association, as well as any loss or damages resulting from injury or death of its guests during or as a result of the use of the facilities of the Homeowners Association. Member agrees to indemnify and hold the Homeowners Association harmless from any such loss or damages, including the expenses of any claims or suit.

7. Maximum rental time is 8 hours. No rental event shall continue after 11:00 p.m., Sunday to Thursday, or 12:00 a.m., Friday and Saturday.
8. Noise and music noticeable to neighbors shall be lowered at 10:00 p.m. Sunday to Thursday and 11:00 p.m. Friday and Saturday.
9. Keys to the Clubhouse are to be returned at the end of the event. Loss of the keys may result in a re-keying charge of up to \$250.00, which I agree becomes a special individual assessment against myself as the homeowner.
10. Confetti, rice, glitter or birdseed as used at weddings or receptions is expressly forbidden.
11. Garbage disposal is unavailable at the Clubhouse. It is the Member's responsibility to dispose of all garbage or refuse. Any garbage or refuse left behind will be removed at a charge of \$10.00 per bag and deducted from the deposit.
12. The Clubhouse may not be used for selling to the public or for meetings where a charge of any nature is required in order to attend.
13. The following fees will be charged for extra services as stated in the Clubhouse Rental Policy:

Rekeying charge for lost keys	\$250.00
Carpet cleaning	100.00
Removal of rice, birdseed, glitter or confetti	100.00
Removal and storage of items left behind by renter	75.00
Removal of gum or stuck-on name tags	50.00
Failure to set alarm	50.00
Removal of decorations	30.00
Repositioning furniture	30.00
Removal of garbage bags	10.00 per bag

I have read, understand, and agree to the above:

Member Signature

Date