

DIABLO WEST HOMEOWNERS ASSOCIATION

750 Ynez Circle * Danville, CA 94526

(925) 831-9045

CLUBHOUSE RENTAL POLICY

1. Rental of the clubhouse does **not** include use of the pool and/or tennis courts.
2. Rental of the clubhouse does **not** include *exclusive* use of the patio and barbeque grills. These facilities shall be open to all Diablo West residents at all times.
3. Keys will be issued to the renter during normal office hours, the day prior to the rental or not more than three (3) days prior to the rental in the case of weekends. **It is the responsibility of the renter to pick up keys.** Keys must be returned the next business day to the Diablo West office. **Lost clubhouse facility keys can result in a re-keying charge of up to \$250, which shall become a special individual assessment against the homeowner.**
4. At the time keys are issued, the renter will be briefed on the use of the alarm, the location of restricted areas, the use and location of cleaning equipment, refuse disposal, furniture rearrangement and other necessary procedures.
5. The maximum time period allowed for events is not to exceed eight (8) hours.
6. No event shall continue after 11:00 p.m. Sunday through Thursday, or after 12:00 a.m. on Fridays and Saturdays. All music and noise shall be lowered at 10:00 p.m. Sunday through Thursday and no later than 11:00 p.m. on Fridays and Saturdays. Live music is prohibited at the clubhouse.
7. The clubhouse will not normally be available more than two (2) hours in advance of the function for the purpose of decorating or set-up. The renter cannot come in prior to 10:00 a.m. unless advance arrangements are made with the Diablo West office.
8. While the **maximum number** of persons allowed in the clubhouse at any one time is **128**, it is restricted to **60 persons for dining** and **100 persons for any other function** where the room is not obstructed by tables and chairs.
9. Smoking inside any of the Diablo West facilities is prohibited.
10. All items brought in by the renter must be removed at the conclusion of the rental unless other advance arrangements have been made with the DW office. **A charge of \$75.00 will be assessed to move and store such items.**

11. The interior of the facilities may be decorated at the renter's discretion, subject to the following restrictions: tape, nails, tacks or glue may not be used on walls, fixtures, furniture or appliances. All string or other materials used must be removed at the time of clean-up. **A charge of \$30.00 will be assessed if any decorations are not removed.**
12. Rice, bird seed, glitter and confetti are expressly forbidden in or about the clubhouse facilities and parking areas. **A charge of \$100.00 will be assessed to remove the above.**
13. Gum or stick-on name tags should not be left on any of the floors. **A charge of \$30.00 will be assessed to remove the above.**
14. Furniture may be rearranged if necessary, however, it may not be moved outside. Furniture must be wiped off and replaced the same way as found. **A charge of \$30.00 will be assessed to return any furniture to its original position.**
15. No bar, when used for the mixing or dispensing of drinks, shall be set up or used in any carpeted area of the clubhouse. **A charge of \$100.00 will be assessed to clean the carpet.**
16. All appliances, stoves, ovens, refrigerators, dishwashers and garbage disposals must be left clean. All kitchen counter tops must be wiped down and the floor must be mopped. Particular care should be taken to insure that all appliances are turned off before leaving.
17. The clubhouse fireplace may be used, however, please be sure that the fireplace is turned off before leaving.
18. Cleaning: Diablo West provides a vacuum, broom, dust pan, mops, garbage bags and a product for cleaning the kitchen floor. These cleaning items are stored in the closet to the left of the kitchen area and under the sink. The renter will need to supply his/her own cleanser, sponges, etc. Please pick up debris in the bathrooms, wipe all spills and damp mop if necessary. Vacuum all carpeted areas.
19. Garbage: All garbage must be removed by the renter. All garbage cans must be relined with the trash bags located under the kitchen sink or in the bottom of the cans. All debris in parking lots must be picked up and placed in the trash cans. **All garbage or refuse left behind will be removed at a charge of \$10.00 per bag and deducted from the deposit.**
20. Parking: Cars may be parked in the designated spaces only. Any cars parked in the handicapped space are subject to tow at the owner's expense. Please make your guests aware of this.

21. Alarm: You will be briefed on the use of the clubhouse alarm at the time keys are issued. **A charge of \$50.00 will be assessed if the alarm is not set and/or there is a false alarm which causes the police to respond.**
22. Cancellation Policy: A refund of the rental fee and/or security deposit will be issued if the reservation is cancelled prior to the reserved date as follows:
 - More than 30 days prior – full refund of rental fee and security deposit
 - 15-30 days prior – half the rental fee and full security deposit
 - Less than 15 days prior – full security deposit
23. The renter is responsible for items that are discovered to be missing from the clubhouse. You have rented the facility and are responsible for the contents of the building. If anyone comes in who does not belong to your party, you have the right to order them to leave or to call the police if they will not vacate the premises.
24. 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 shall indemnify and hold the Homeowners Association harmless from any such loss or damages, including the expenses of any claims or suit.
25. Authority is reserved for the staff members/board members of Diablo West to apply and enforce such other conditions of use as would be deemed appropriate in their judgment for the preservation and well being of the facilities.