

Solera Oak Valley Greens Association

Private Event Policies

The Solera Oak Valley Greens Association Recreational Facilities are for the use, enjoyment and benefit of the Association's residents and their invited guests.

Please initial your acknowledgment of, and agreement to abide by, the following policies:

_____ A private event is defined as an affair held by and on behalf of a resident or residents.

_____ The following types of events are strictly prohibited without express written approval of the Board of Directors:

- Business, commercial, or solicitation activities
- Events which are not directly in celebration of a resident of Solera Oak Valley Greens or the resident's immediate family.

_____ **ROOM RENTAL FEES:** The following room rental fees will be charged for private events:

- \$225.00 for the use of three (3) sections of the multi-purpose room
- \$150.00 for the use of two (2) sections of the multi-purpose room
- \$75.00 for the use of one (1) section of the multi-purpose room
- \$50.00 for the use of the Arts & Crafts Room

NOTE: Clubs and Groups do not pay room rental fees or deposits.

_____ The Oakmont Kitchen is available for use. Please note that you will not have direct access to the kitchen unless you have rented Oakmont I; otherwise, access to the kitchen will be through the hallway. The kitchen is a warm-up, heat-up kitchen only. Cooking is not permitted. The Reserving Resident assumes full liability and responsibility for any food or refreshments that are prepared, served, or provided during the event.

_____ **MAXIMUM OCCUPANCY:** The number of guests invited to a private event held in the Oakmont Rooms cannot exceed 150 persons if theater-style or 120 persons if banquet-style.

_____ **PRIVATE EVENT RESERVATION:** A private event reservation must be made at least sixty (60) days in advance of the event and will not be

confirmed until the Recreation Director has received all applicable deposits, fees, insurance forms, and other items specified below.

_____ The Reserving Resident must be familiar with the rules and regulations for use of the Oakmont clubhouse and related facilities at Solera and asserts that they and their guests will comply with all rules and regulations.

_____ The Reserving Resident will immediately report any problems with the facilities that are detected during use of the clubhouse to the staff on duty.

_____ **RELEASE OF LIABILITY:** The Reserving Resident, intending to be legally bound, does hereby waive and release forever any rights or claims for personal injury or damages which might otherwise arise against the Homeowners Association and its directors, officers, members or employees from use of the clubhouse and related facilities.

_____ **INSURANCE/HOLD HARMLESS:** The undersigned, in consideration of being allowed to use the clubhouse and related facilities, agrees to provide liability insurance protection during term of use of not less than (\$300,000.00), indemnify and hold harmless the Homeowners Association, its directors, officers, and members, and their successors and assigns, employees, etc., from any damages sustained as a result of claims, demands, costs, or judgments arising from use of the clubhouse and related facilities. This waiver of claims and indemnification provisions relate to any and all persons who are on the premises during the event and any accidents or incidents that result in claims against the Homeowners Association as a result of the event behaviors and actions.

In the event any legal action is instituted against the Homeowners Association, its directors, officers, or members arising from the use of the clubhouse described herein, the undersigned in addition to damages shall indemnify the Association for any attorney's fees and/or court costs incurred in defending any actions.

_____ A refundable deposit of \$500.00 is required in advance. The deposit will be refunded seven (7) days after the event provided the rooms do not require cleaning or repair resulting from the event. If damage or repair costs from the event exceed the amount of the deposit, the Reserving Resident is responsible for paying the amount in excess of the deposit.

_____ Events must be scheduled for regular Clubhouse hours only, and must end at least thirty (30) minutes prior to the usual Clubhouse closing time.

_____ If the Association has to clean the room after the event, the Reserving Resident, club or group will be charged at a rate of \$ 25.00 per hour for the clean-up.

_____ Any checks not honored by the bank will be subject to a \$25.00 service charge and, if not paid upon notice, the charge will be three times the amount of the check, as provided by California law.

_____ Decorations must not be affixed or attached to the walls or ceilings with tape, nails, glue, sticky-tack, etc. Sequins, glitter, and confetti are not permitted.

_____ **IMMEDIATE CANCELLATION:** The Board of Directors, its officers and/or managing agent or guard service employees reserve the right to cancel any event at any time. If the police are called for any reason, the event will be canceled immediately and the \$500.00 deposit is forfeited.

_____ If non-residents will be attending the event, a copy of the guest list must be provided to the Recreation Director at the time the reservation is confirmed. An additional copy must be provided to the guard services supervisor at least 48 hours in advance of the event.

_____ Non-resident guests are not permitted access to any portion of the Oakmont Clubhouse other than the rooms in which the event is held and the restroom facilities directly across the hall from the event rooms.

_____ Alcohol may not be sold at any event. If alcohol is served at the event, proof of liability insurance in the amount of \$1,000,000.00 will be required, with Solera Oak Valley Greens Association and Keystone Pacific Property Management being named as additional insureds. This indemnification applies during and after the event. This includes any alcohol-related accidents or incidents, including automobile accidents, involving drunk drivers who were allowed to drink alcohol at the event.

_____ No alcohol may be provided to minors.

_____ Smoking is not permitted in the Clubhouse. Guests must be advised that ashtrays are located outside of the main front entry of the clubhouse and near the pool entry gate. All cigar and cigarette butts are to be disposed of in the ashtrays that are provided.

_____ All private events where persons under the age of 18 will be attending require additional, dedicated guard staff. One (1) guard will be scheduled for every eight (8) persons under the age of 18. The charge is \$25.00 per hour for each guard with a four (4) hour minimum.

ACKNOWLEDGMENT:

By signing below, I acknowledge that I understand and will adhere to the Private Event Policies stated in this document.

Signature: _____

Date: _____

Printed Name: _____

Management signature: _____