THE VILLAGE GREEN

National Historic Landmark

CLUBHOUSE USER CHECKLIST

Please read the attached packet information and refer to the checklist below.

1. ___ Application for use of the Clubhouse
2. ___ Clubhouse Rules and Regulations
3. ___ Assessment Fee Current
4. ___ Homeowner/Tenant - Copy of Personal Liability Insurance coverage - minimum $300,000
5. ___ Deposits, Fees and Refunds Policy form
6. ___ Clubhouse User Release Form
7. ___ Private Guard Arrangements (refer to Clubhouse Rules and Regulations, item #10, for the number of guards needed)

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April, 2004

CLUBHOUSE RULES AND REGULATIONS FOR RENTAL OF CLUBHOUSE

The Clubhouse is for the use of Village Green owners and residents only. Priority order for use of the Clubhouse is (1) Village Green committees, (2) Village Green recognized activities, and (3) owners and renters (through owners only). Off-site owners who rent out their units forfeit and abrogate their use rights to common area facilities in favor of their tenants.

Reservations and agreements are subject to the rules and regulations of the Village Green Owners Association and the following conditions:

1. Owner(s) must be paid current on their assessment fee.

2. Resident owner must furnish a copy of their Condominium Homeowners Policy with Personal Liability Insurance Coverage in the amount of $300,000 or more. Village Green renters must obtain a special floater policy for $300,000 or more.

3. Reservation, financial responsibility, signing of the Deposits, Fees and Refund Policy form, Clubhouse User Release Form, and any other required documents must be completed and returned to the management office not less than fifteen (15) days prior to the function.

4. Approval for the same unit to reserve the Clubhouse more than once in a six-month period must be obtained from the Clubhouse Committee.

5. The resident host(s) who reserves the Clubhouse must be present at all times during the function/event.

6. Please review "Guidelines for Private Security Guard" for functions held at the Clubhouse prior to selecting your guard service.

7. For security purposes and entrance requirements, the resident host(s) must submit a guest list to office management not less than five (5) days prior to the function/event.

5300 Rodeo Road, Los Angeles, California 90016 (323) 294-5211

APPLICATION FOR USE OF THE CLUBHOUSE

I/We _____, Owner/Tenant (circle one) Unit # _____,
(Please print name)

Court # _____; Telephone #'s: Home _____, Work # _____.

Date of Event _____ Time of Event _____AM/PM To _____ AM/PM

Purpose of Use: _____

Est'd. # of People: _____ Food: Yes ☐ No ☐

Alcoholic Beverages: Yes ☐ No ☐
(wine or beer only - no hard liquor or malt beverages)

Rooms to be Used: Fiesta ____ Fireside ____ Patio ____ Kitchen ____

Room to be setup: Yes ☐ No ☐ (If yes, provide drawing of setup plan)

Arrangement for guard(s) by unit owner -- Please provide name of company, telephone number, and guard(s) name(s) at least two (2) weeks prior to function/event.

***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****

(For Office Use Only)

Applicant in good standing: Yes ☐ No ☐ (check current non-zero)

Copy of personal Liability Insurance Coverage ($300,000 minimum) on file:
Yes ☐ No ☐ (if no, provide copy of insurance coverage)

Company: _____ Coverage termination Date _____

Arrangement for guard(s) approved by Management: Yes ☐ No ☐

Provider: _____ / _____
(Company & Telephone Number) (Guard(s) Name(s)

Clubhouse User Fee (Non-refundable) $_____ Check # _____ Date Rec'd _____

Cleaning Fee (Refundable) $_____ Check # _____ Date Rec'd _____
Damage Fee (Refundable) $_____ Check # _____ Date Rec'd _____

Amount Refunded (to be determined after final walk-through) $_____

Management signature _____ Date _____

8. Maximum number of people shall be limited to seventy-five (75).

9. Any function/event with less than 50 people requires one (1) security guard. A function/event with more than 50 people but less than 75 people requires two (2) security guards. The resident host(s) is/are responsible for arrangement and payment to the private security guard for all services rendered (refer to the complete list - "Guidelines for Private Security Guard".

10. Functions/events must be strictly private and not advertised and/or used for commercial, political or profit-making purposes.

11. Cover charges and/or entrance fees are strictly prohibited.

12. The use of the Clubhouse shall be restricted and limited to designated area(s).

13. No one under eighteen (18) years of age will be allowed in the Clubhouse unless accompanied by the resident host(s) or a guest (or legal and responsible age) of the resident host(s).

14. No minors under twenty-one (21) years of age may be served or consume alcoholic beverages. Alcoholic beverages are only permitte3d inside the Clubhouse. Village Green Owners Association, its agents, employees and assigns are not and will not be responsible for any actions by any attendees during or subsequent to attendance at any function/event held at or in the Clubhouse.

15. Smoking of any kind is not permitted in the clubhouse at any time.

16. The resident host(s) shall be responsible for informing guests of parking facilities and requirements to avoid parking violations. Guest parking is only permitted on the perimeter road (Rodeo Place). Guests are not allowed to park in resident parking spaces.

17. The front door of the Clubhouse (with steps) shall remain closed at ALL times, and opened ONLY in the event of a fire or emergency. Guest entry to the Clubhouse must be through the rear door (no steps).

18. Food preparation and cooking shall be limited to the kitchen area. The Clubhouse does not provide any cooking or serving utensils. Barbecue equipment must be supplied by the resident(s), may only be used on the patio, and all clean-up of barbecue residue must be performed by the resident host(s).

19. Activities shall not include any kind of lewd entertainment, drugs, or any controlled substance.

20. Music and noise volume must be maintained at a level which cannot be heard from other residents' homes, and must be turned off no later than 10:00 PM (NO EXCEPTIONS).

21. The function/event must end no later than twelve (12:00 AM) midnight and all guests cleared from the Clubhouse. The Clubhouse must be cleaned, closed, and locked no later than 1:00 AM.

22. NO furniture MAY BE MOVED OR RE-ARRANGED BY RESIDENTS, GUESTS, FAMILY MEMBERS OR INVITEES.

23. Decorations in and on the Clubhouse must be done in good taste and in such manner not to cause damage. Scotch tape, tacks, posters, decorations, and like materials (of any kind) are not to be affixed or attached to walls, ceilings, draperies or blinds.

24. Clubhouse pictures, plants or any kind of Association-owned decorations shall not be moved or removed.

I/We have read this document and agree that failure to comply with any of the Rules and Regulations contained herein constitute forfeiture of the deposit(s) and loss of further reservation privileges.

Date: _____ Resident host signature: _____

Resident host signature: _____

Date: _____ Management signature: _____

Deposits, Fees and Refund Policy

Application for use of the Clubhouse must be completed indicating all pertinent information thereon. The form shall be submitted to the management office for consideration and available of the requested date. Reservations require a minimum of fifteen (15) days notice, and may be requested as much as six (6) months in advance.

Availability of the Clubhouse is on a "first come/first served" basis. The reservation will be in force ONLY when the required proof of insurance, deposit, and fees have been delivered to the management office. All checks for the Clubhouse User Fee, Cleaning Deposit, and Damage Deposit must be made payable to "Village Green Owners Association", and will be deposited upon receipt by the management office. If any check is returned for any reason, the reservation will be cancelled and any bank charges paid by Village Green will be charged to the resident.

The fee for canceling a reservation less than fourteen (14) days prior to the reserved date will be $50.00 (fifty dollars). Such Cancellation Fee will be waived if another resident applies for the cancelled date.

Prior to and after the function, office management, the Clubhouse chairperson, and the resident host(s) shall inspect the room(s) to determine whether it has been left in the same condition in which it was rented. A checklist will be signed by both parties to be reviewed prior to any refunds.

The resident host(s), unless otherwise specified and agreed to in writing, is/are responsible for making certain that the Clubhouse is returned to its original condition, trash and garbage bagged and properly disposed of in a trash bin, and floors swept. Inspection of the room(s) will take place on the first working day following the function/event. At the time of the inspection all clean-up must have been completed.

Non-Refundable Fees

A. Clubhouse User Fee -- $150.00 (one hundred fifty dollars) for a four (4) hour minimum. An additional $75.00 (seventy-five dollars) per hour charge will be assessed for each hour (or portion thereof) over the four hour minimum. Time includes clean-up and ends when the building is locked and secured. Signature will be required.

Refundable Fees/Deposits

A. Cleaning Deposit -- $200.00 (two-hundred dollars), refundable upon inspection of the Clubhouse as outlined above. In the event that the clean-up is judged unsatisfactory, the Cleaning Deposit will be retained in whole or in part as may be required to return the Clubhouse to its original condition.

B. Damage Deposit -- $200.00 (two-hundred dollars), refundable upon inspection of the Clubhouse as outlined above. The amount of the deposit does NOT limit the renter's liability (condition of the room and its contents).

1.) In the event damage is discovered, an appropriate amount of the Damage Deposit will be retained to pay for such repairs as may be necessary.

2.) In the event the floor covering (tile), cabinets, furniture, etc. is/are soiled, an appropriate amount of the Cleaning Deposit will be retained to pay for such cleaning as may be necessary.

This document, the Clubhouse Rules and Regulations, the Clubhouse User Release Form, and the Guidelines for Private Guards comprise the entire and complete agreement between the undersigned parties, and may not be modified except by written agreement and approval of all of the parties hereto.

I/We have read, understand and accept the foregoing.

Host signature: _____ Date: _____

Host signature: _____ Date: _____

Management signature: _____ Date: _____

Clubhouse Chairperson signature: _____ Date: _____

Guidelines for Private Guards for functions held in the Village Green Clubhouse

Private functions shall require the services of a private guard for the following:

A. Monitor and control the size of the function.

B. Ensure that Los Angeles Fire Dept. regulations are being adhered to.

C. Ensure privacy for the function by courteously refusing non-participants.

D. Tactfully discourage boisterous, rowdy and/or lewd behavior; this includes loud music, loud voices and overly amplified musical instruments.

E. Oversee the function in a discreet, quiet and firm manner.

F. Remain with the function/event until it ends.

G. Enforce the time limits.

H. Make a written report of unusual incidents and/or damage.

I. Enlist the assistance of the Los Angeles Police Department, if necessary.

J. Restrict the participants at the function/event to the Clubhouse.

K. Periodically inspect premises.

L. Guard must restrict monitoring duties to the Clubhouse and patio.

M. Guard shall not intermingle and/or participate in any way with the function/event and/or its participants.

N. Guest parking on Rodeo Place only.

O. The front door of the Clubhouse is to be opened in the event of a fire or emergency ONLY. Entry to the Clubhouse is through the rear door only.

P. No one under 18 years of age will be allowed in the Clubhouse unless accompanied by a resident or by an adult guest of the resident.

Clubhouse User Release Form

I/We hereby agree to adhere to and cause invitees at my/our function to adhere to all of the Clubhouse Rules and Regulations, the terms and provisions of the Declaration of the Covenants, Conditions and Restrictions (C, C & R's). Should the Association's manager or a designated member of the Board of Directors of Village Green Owners Association demand that the function cease for any reason, the host(s) will cooperate fully and request that all guests leave immediately. If necessary, the Los Angeles Police Department will be called for assistance to clear the premises.

I/We hereby release the Village Green Owners Association and all of its past, present and future subsidiaries, franchises, affiliates, officers, directors, employees and agents, their respective heirs and legal representatives from, and agree not to use the Village Green Owners Association in action of whatever kinds or nature based upon injuries, death or property damage to me/us or my/our family members, children, guests, invitees, heirs, and legal representatives, or arising out of the use of the aforesaid and related facilities managed, supervised, owned, operated and/or controlled by the Village Green Owners Association, whether or not caused by any negligence of Village Green Owners Association.

I/We hereby agree for myself/ourselves, my/our family members, children, guests, invitees, and for my/our heirs and legal representatives, to indemnify Village Green Owners Association and its officers, directors, employees and agents, their respective heirs and legal representatives against, and to save it/them harmless from, all damages, actions, causes of actions, claims, judgments, costs of litigations, and attorney's fees, which may in any way result from the use of the Clubhouse, patio, and grounds of Village Green Owners Association at any time by myself/ourselves, my/our family members, children, guests and invitees at any function.

I/We will be fully responsible for all damages, missing items, observance of special Clubhouse rules and clean-up, during and following the period of reservation relative to all of the invitees, their use of, not only the Clubhouse but any and all parts of Village Green Owners Association, including but not limited to the greenbelts, parking areas, streets, walkways, driveways and/or private property.

I/WE ACCPET FORFEITURE OF THE DAMAGE DEPOSIT IF THE OCCUPANCY LIMIT OF 75 IS EXCEEDED.

I/WE _____, APPLICANTS, HAVE READ AND ACCEPTED ALL CONDITIONS, RULES AND REGULATIONS AS STATED FOR PERMISSION TO USE THE VILLAGE GREEN CLUBHOUSE.

Date: _____ Signature: _____

Signature: _____