

**MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION**  
**CLUBHOUSE RENTAL AGREEMENT**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION*, a non-profit Corporation (hereinafter referred to as the "Association" and \_\_\_\_\_ (hereinafter referred to as "Homeowner/Tenant").

**REQUESTING RESERVATIONS FOR:** \_\_\_\_\_ (date)

Property Address: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Homeowner/Tenant and the Association desire to enter into an agreement to provide the homeowner/tenant with the exclusive use of the common area recreation room and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree to the following:

**1. TERMS (must initial each item):**

- a. The Association agrees to allow the Licensee and no more than 50 person(s) including homeowner/tenant the exclusive use of the clubhouse on above date. \_\_\_\_\_
- b. Homeowner/tenant must have a pool fob key to the pool area and be in good standing with the Association in order to rent facility. \_\_\_\_\_
- c. All clubhouse furniture is to remain in the clubhouse during the event. \_\_\_\_\_
- d. All pool gates are to remain closed and locked at all times. \_\_\_\_\_
- e. ALL trash is to be taken back to resident's unit for disposal. \_\_\_\_\_
- f. The clubhouse must be cleaned after this event, including sweeping and mopping the floors, as needed. \_\_\_\_\_
- g. No alcoholic beverages and no smoking permitted. \_\_\_\_\_
- h. The use of the clubhouse DOES NOT include use of the pool, spa or patio areas. \_\_\_\_\_
- i. **An alarm fob and alarm instructions will be issued to the homeowner/tenant to activate/deactivate the clubhouse alarm system. Alarming the system during the rental period is optional; however, the homeowner/tenant could be liable for any loss or damage incurred due to the alarm systems being turned off. In addition, any fees incurred by the City for a false alarm will be deducted from the security deposit, and in the event we are notified after the security deposit was returned, the homeowner's account will be assessed.** \_\_\_\_\_

**2. USE FEE:** Homeowner/Tenant shall pay the Association a **\$100.00 use fee.** \_\_\_\_\_

**3. DEPOSIT (must initial):** The homeowner/tenant shall **deposit** with the Association a **sum of \$300.00** to be refunded if the clubhouse key, alarm fob and clubhouse are returned to the Association in clean and orderly condition. Note: Any damaged or lost alarm fob will result in a \$250.00 replacement fee. \_\_\_\_\_

**4. TERMINATION:** This agreement may be terminated by the homeowner/tenant not less than three (3) days prior to the use date and all deposits and fees will be refunded.

**5. DAMAGES (must initial):** Homeowner/Tenant agrees to be responsible for all damages that may occur to Association property by guests, vendors or themselves in relation to this exclusive use. Homeowner/Tenant

further agrees that if damages do result, homeowner/tenant will pay said damages within thirty (30) days of notification by Association. \_\_\_\_\_

6. **COMPLIANCE WITH THE LAW:** Homeowner/Tenant shall not commit or permit guests to commit any act upon the premises of this facility that is in violation of any Federal, State, or Local Law.
7. **COMPLIANCE WITH THE CC&R'S:** Homeowner/Tenant shall not commit or permit guests to commit any violations of the Association's CC&R's in regard to the use of the clubhouse. Homeowner/Tenant and guests shall comply with the Rules & Regulations of the Association.
8. **EXCULPATION:** It is understood and agreed by the parties hereto that the use fee payable is solely for the use of the Association's common recreation room. Homeowner/Tenant hereby expressly acknowledges and agrees that the Association shall not be liable to homeowner/tenant for injury to the homeowner/tenant or for whatsoever, including without limitation fire, theft or accident or for any injury to homeowner/tenant, guests or vendors and homeowner/tenant releases the Association from any and all claims, demands, liabilities or action of any kind and nature with respect thereto.
9. **PAYMENT OF COSTS:** Homeowner/Tenant shall pay and discharge all reasonable costs, attorney fees and expenses that shall be made and incurred by the Association in enforcing the covenants and provisions of this Agreement.
10. **ASSIGNMENT:** Homeowner/Tenant shall not assign this Agreement or any interest under it, or sublet the designated common area nor allow any other person to use said designated common area without the written consent of the Association.
11. **SEVERABILITY:** If any clause, phrase provision or portion of this Agreement shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement.
12. **SUCCESSORS AND ASSIGNS:** Subject to the prohibition on homeowner/tenant assignment of this Agreement contained in Paragraph 10 hereof, this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
13. **ENTIRE AGREEMENT:** All promises, undertaking and agreement of the parties hereto in respect to or relating to the subject matter of this agreement are expressed and embodied herein.

Signed:

\_\_\_\_\_  
*Homeowner/Tenant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Marlborough Villas Homeowners Association*

*\$100 Use Fee Received*

*\$300 Deposit Received*

**Rental agreements and deposits must be submitted to the Management Company:**

PAYABLE TO:  
**MALBOROUGH VILLAS HOA**  
c/o So Cal Property Enterprise, Inc.  
1855 Sampson Avenue  
Corona, CA 92879  
Phone: 951-270-3700 · Fax: 951-270-3700  
Email: vm@socalenterprise.com