

### SHAFFER HALL RESERVATION AGREEMENT

Thank you for your interest in renting Shaffer Hall. You must be a Member in good standing to rent the facility. This agreement and all deposits, payments and insurance arrangements should be made as early as possible to confirm your reservation. Reservations confirmed less than fourteen (14) business days prior to the date of the event may not be accommodated. Reservation forms shall be mailed or dropped off with payment and proof of insurance to: Landmark Limited, 1731 E. Roseville Pkwy, Suite 100, Roseville, CA 95661

Please note: Your reservation is limited to Shaffer Hall. At no point may any Member set up (tables, chairs, décor, catering, etc.) outside of Shaffer Hall or allow their guests to congregate in any common areas outside of Shaffer Hall including hallways, the gym, outdoor gym, pool, BBQ area, or patio. All areas outside of Shaffer Hall must be kept free and clear for regular unobstructed use by Association Members for the duration of the event.

MEMBER INFORMATION
Member/Member Name:
Address:
Phone Number:
Email Address:
EVENT INFORMATION
Date Requested:Number of Expected Guests:
Please provide the 4-Hour time slot you are requesting for your event:
Type of Event: (e.g., birthday party, babyshower, etc.)
Description of Amplified Music: (if any)
Special Equipment: (e.g., furniture, food vendor, etc.)
Decorations (ifany):
List of Vendors providing services at the event:

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#### FEE AND DEPOSIT SCHEDULE

The cost to reserve Shaffer Hall is \$250.00 for four (4) hours of use ("Reservation Fee"). The duration of your reservation <u>includes both set up and clean up</u>. **Member is not permitted to set up prior to their reservation start time or allow clean up to exceed the reservation end time.** A designated person will be onsite to check in and check out the Member according to the start and end time stated on the reservation agreement.

A deposit of \$500 ("Security Deposit") is required for all reservations. Two (2) separate checks are required for the Security Deposit and Reservation Fee. Both checks must be made payable to: <u>The Cove at Sacramento Community Association</u>. Event Insurance is also required as outlined in Exhibit A. <u>ALL ITEMS ARE DUE NO LESS THAN</u> FOURTNEEN (14) BUSINESS DAYS IN ADVANCE OF YOUR EVENT. RESERVATIONS ARE NOT GUARANTEED UNTIL ALL ITEMS ARE RECEIVED AND YOU HAVE RECEIVED WRITTEN CONFIRMATION. The Security Deposit will be returned within fourteen (14) business days after the event <u>unless</u> damages or inadequate cleanliness are found. Cleaning and damage fees will be assessed and deducted from the Security Deposit. Clean-up includes wiping clean all tables and chairs, bagging of all trash, removal of all personal items and securing all doors to The Clubhouse. Please see Exhibit B for additional cleaning guidelines. The Cove at Sacramento Community Association reserves the right to increase the Security Deposit if heavy equipment, furniture, decorations, etc. are going to be used during the event.

#### AGREEMENT – THE SHAFFER HALL RESERVATION FORM AND AGREEMENT

Ι,

\_\_\_\_\_("Member"), agree to the following:

Member hereby waives, releases and discharges Landmark Limited Group Inc, The Cove at Sacramento Community Association ("Association"), its directors, officers, employees and agents (collectively, "Released Parties") for any damage to or loss of any property or injury to or death of any person or persons, resulting from or arising in connection with the use of the Association's facilities by Member and Member's family and guests.

Member agrees to indemnify, defend and hold Released Parties harmless from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by Association in connection with the use of Association's recreation facilities by Member and Member's family and guests (included but not limited to reasonable attorneys' fees and court costs). Member agrees to pay Association in full and promptly upon demand for any loss of and damage to Association's property caused by, or arising out of, the use of Association's recreation facilities by Member and Member's family and guests.

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Member shall submit to Association the Security Deposit and Reservation Fee with this Reservation Agreement. The Security Deposit may be returned to Member fourteen (14) business days after the event.

However, if Member is found not to have attended and supervised the entire event, including check-in and check-out procedures, or if furniture is not positioned in the exact locations in which it was when the facility was made available to Member, Security Deposit will be forfeited, and reservation privileges suspended for up to one (1) year. If damage is caused to the Facility or its appliances or furniture, the cost to repair the damage will be deducted from the Security Deposit.

Member shall submit a certificate of insurance as described in Exhibit A to guarantee the requested reservation date. Cancelation of events, if received in writing by Association at least fourteen (14) business days prior to the event, will result in a full refund of the Reservation Fee and Security Deposit. Cancelations received less than fourteen (14) business days prior to the event will result in no refund of the Reservation Fee. Reservations will not be accepted more than one (1) year in advance of the event date, and unconfirmed reservations may be removed from the reservations calendar at the discretion of Association. Reservation Fees and Security Deposits are subject to change. If changed prior to your event date, Member shall be responsible to pay the new Reservation Fee and Security Deposit.

Member has exclusive use only for the duration of the reservation and only for Shaffer Hall in which a non-refundable Reservation Fee has been paid. Association will not reserve Shaffer Hall for more than one event at a given time. **Member agrees to exercise control over Member's event and guests in a manner that other Members using the facilities are not inconvenienced or disrupted. Member must be present for entire duration of event.** 

Any guest under the age of 21 who shall have in his possession or control alcoholic beverages in Cornerstone Facilities shall be ejected from Cornerstone and the member held liable.

Excessive noise may result in the loss of facility privileges.

Member is responsible for ensuring guests are parked properly.

Member is responsible for all guests and must let guests into the facility upon arrival. **Member** may not prop any doors, including the main entrance, at any point before, during, or after their event.

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Member agree that facilities will not be used for commercial or fundraising purposes without the prior written consent of Association. Member agrees that the facilities will be utilized for Member's benefit, or for the benefit of an immediate family Member of Member, and that Member must always be present during the event.

The facility must be in the original state it was found upon check in, see **Exhibit B** for cleaning guidelines. Member will be responsible to reimburse Association for any cost related to cleaning, repairing damage, or to conduct facility restoration. Such costs will be withheld from deposit.

Violation of any of this agreement and/or the Rules and Regulations of The Cove at Sacramento Community Association may result in the loss of security deposit and the potential suspension of future reservation privileges. If necessary, the Association reserves the right to hold a hearing and assess a Member for damage to the common area or noncompliance of the Rules & Regulations. Member also agrees to pay all of Association's attorney fees in the event of a dispute over this Reservation Agreement.

Members who have made reservations for an event hereby acknowledge and agree to abide by the rules as noted in this reservation packet.

# BY SIGNING THIS AGREEMENT, I AGREE TO ABIDE BY THE TERMS AND CONDITIONS STATED WITHIN.

Member Signature: \_\_\_\_\_\_Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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### <u>EXHIBIT A</u>

#### ADDITIONAL INSURANCE REQUIREMENT FOR USE OF SHAFFER HALL

Upon reservation of the facilities, Member must supply proof of insurance coverage with a general liability provision of at least one million dollars (\$1,000,000) which names <u>The</u> <u>Cove at Sacramento Community Association</u>, <u>Landmark Limited Group of</u> <u>Companies, Inc.</u> and <u>Landmark Limited Group Inc.</u> as additional insured on the date of the event and for all times that the facilities will be reserved by Member. The Member's insurance shall be primary and noncontributory.

#### NAMES OF ADDITIONAL INSURED:

Landmark Limited Group, Inc. Landmark Limited Group of Companies, Inc. and The Cove at Sacramento Community Association

The address of the facility is: 2951 Endsley Ave., Sacramento, CA 95833

Your homeowner's insurance representative should be able to facilitate this change to your existing policy. If not, you must purchase special event insurance to provide the required coverage.

YOUR RESERVATION IS NOT COMPLETE UNTIL A VALID INSURANCE CERTIFICATE IS RECEIVED.

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### <u>EXHIBIT B</u>

#### POST EVENT CLEANING GUIDELINES

- All garbage cans emptied (Member responsible for all garbage removal and disposal)
- All furniture in correct position
- Carpets and hard surface floors cleaned and free of crumbs, debris, spots, and/or stains
- Tables and counters wiped down and free of food, dishes, and spills
- Windows and walls clear of fingerprints and food/drink stains
- All counters, sinks, and floors clear of garbage, food crumbs, and spills
- Refrigerator clear of food
- No personal decorations on premises (no tape or use command strips)
- Chairs in clean condition
- Couches in clean condition
- Member to provide all cleaning supplies
- Removal of all balloons, confetti, glitter, and decor

\*All events must be cleaned up by their reservation end time according to the agreement\*

Landmark Limited Group, Inc.