

WOOD RANCH OWNERS ASSOCIATION

AGREEMENT FOR USE OF
CLUBHOUSE AND
SECURITY DEPOSIT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the WOOD RANCH HOMEOWNERS ASSOCIATION, INC., A California nonprofit corporation (hereinafter referred to as the “Association” and _____, Owner or resident of a residential housing unit at WOOD RANCH (hereinafter referred to as “Member”).

RECITALS

A. Association is the owner and entity charged with maintaining and regulating the use of the common area at “Association”, including the Clubhouse.

B. Member is a member or tenant of a member of the Association by virtue of ownership of a residential housing unit at WOOD RANCH and desires to utilize the Clubhouse in accordance with the regulations applicable thereto.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Use of the Clubhouse: Member agrees to pay a nonrefundable fee of one hundred dollars (\$100.00) for use of the Clubhouse. Member is hereby granted the right to use the Clubhouse on _____, 20____, from _____ until 10:00 PM daily.

THE USE OF THE CLUBHOUSE EXPRESSLY DOES NOT INCLUDE USE OF THE POOL OR SPA AREA.

2. **Security Deposit: The Association hereby acknowledges receipt of the sum of three hundred (\$300.00) from member, which sum shall be held as a refundable security and cleaning deposit. Member shall return possession of the Clubhouse to The Association in the same condition in which it was found, and no later than 8:00 a.m. on the day following use. Member shall be required to clean the Clubhouse; and any cleaning or repair charges incurred by the Association shall be deducted from the Member’s deposit and, should said deposit not cover all charges incurred, Member shall immediately, upon receipt of an invoice, pay all additional amount due. Deposit may be withheld if member is fined as a result of violating Clubhouse rules. The Association reserves the right to collect funds in excess of the \$300.00 deposit, if the Member and/or their guests cause any damage in excess of this amount.

3. Regulations Governing The Use of the Clubhouse: Member’s use of the Clubhouse shall operate in accordance to County guidelines regarding COVID-19 and be subject to all applicable rules, restrictions and regulations contained in the Declarations of Covenants, Conditions and Restrictions for Wood Ranch; the Rules for use of the Clubhouse adopted from time to time by the Association; the By-laws of the Association and any other appropriate and applicable rules

and regulations. Member covenants and agrees to conform to and abide by all of said rules and regulations including, without limitation, the following:

- a) Member shall clean the Recreation Building, including the restrooms, and secure said building following use. Member shall lock said building and turn off all lights and appliances, except the refrigerator, after use;
- b) Member shall be present whenever Member's guests are in the Clubhouse;
- c) Member shall provide adequate adult supervision for anyone under the age of 18;
- d) No liquor will be served to minors (anyone under the age of 21);
- e) No wet bathing attire or towels, and no pets of any kind shall be allowed in the Clubhouse;
- f) No undue noise shall be allowed in connection with the use of the Clubhouse so as to annoy residents of Wood Ranch.
- g) No more than seventy-seven (77) people shall be allowed to utilize the Clubhouse;
- h) No commercial use shall be made of the Clubhouse such as by charging admission to gain admittance thereto;
- i) Noise level is to be in compliance with Town of Danville ordinances and not to be at a level to annoy neighbors;
- j) If a formal complaint is made in writing to the Board or a police report is filed as a result of Member's use of the clubhouse, the Board reserves the right to refuse to rent the Clubhouse to the Member for a period of up to two years;
- k) Only Members of the Association who are owners of a home at Wood Ranch shall be allowed to rent the Clubhouse, without prior approval of the Board of Directors;
- l) A Wood Ranch property owner must be present at all times at any party in the Clubhouse;
- m) All party activities must be contained within the Clubhouse building;
- n) Member agrees to lock the Clubhouse after any party or rental use of the Clubhouse. If the door is not locked after use, Member will automatically be charged a \$50.00 fine, which will be deducted from the Security Deposit;

MEMBER ACKNOWLEDGES AND AGREES THAT COMPLIANCE WITH ALL APPROPRIATE RULES AND REGULATIONS IS HIS RESPONSIBILITY AND ANY BREACH THEREOF BY GUESTS, INVITEES OR ANY OTHER PERSONS SHALL BE THE RESPONSIBILITY OF MEMBER. MEMBER ALSO AGREES TO HOLD WOOD RANCH HOMEOWNERS ASSOCIATION HARMLESS FOR ANY LIABILITY OR RESPONSIBILITY ARISING FROM THE USE OF THE CLUBHOUSE FOR THIS PRIVATE PARTY.

MEMBER ALSO AGREES TO HOLD WOOD RANCH HOMEOWNERS ASSOCIATION HARMLESS FOR ALL LIABILITY CLAIMS, DEMANDS, INCLUDING ATTORNEY'S FEES AND COSTS WHICH ARISE FROM THE APPLICANT'S USE OR OCCUPANCY OF THE CLUBHOUSE FOR THE EVENTS SPECIFIED HEREIN.

4) Violation of agreement: Should Member violate any of the terms of this Agreement or of the rules and regulations governing the use of the Clubhouse, Member shall lose his security deposit, and (following noticed hearing and opportunity to be heard) be denied the use of the Clubhouse for up to two (2) years. In addition, Member shall be subject to such other discipline as provided in the Declaration of Covenants, Conditions and Restrictions for Wood ranch.

5) Attorney's Fees: Should attorneys or arbitrators' fees be incurred in enforcing this Agreement through litigation or arbitration, the prevailing party may recover attorneys' fees.

6) *Clubhouse Use by Non-Profit Organizations: Rental by Non-Profit Organizations will be on a first come-first serve basis as follows:

- A maximum of three organizations per year;
- One meeting per month, per organization, Monday-Thursday;
- Agreement is for one calendar year, January – December;
- A deposit is required and will be held until the end of the year;
- 20% of the organization's members must be Wood Ranch homeowners;
- Requests will come through Management and be reviewed annually.

*Added 1/10/05

Executed the day and year first above written. I have read and understand all of the above.

Name: _____

Address: _____

Phone: _____

Signature: _____

Revised July 24, 2015

*Addition 1/10/05

** Revisions 7/24/15, 8/27/18 & 5/26/20