

## Whitehawk Ranch Community Services District

### **Community Center and Gazebo Use Agreement**

This use agreement is entered into on \_\_\_\_\_, 20\_\_ between the Whitehawk Ranch Community Services District (“WHR CSD”) and \_\_\_\_\_ (“User”) for the purpose of a single event use of the Community Recreation Facilities of the WHR CSD on \_\_\_\_\_, 20\_. The maximum number of people in attendance will not exceed 110 people.

The WHR CSD agrees to let the User utilize, for private use, the Community Facilities as described in Addendum A of this Use Agreement

User will pay \_\_\_\_\_ as a use fee on the execution of this agreement and \_\_\_\_\_ as a security deposit. The security deposit is fully refundable if the premises are left in a clean and “ready for use” condition, no damage has occurred and all terms of this Use Agreement and Addendum A have been met.

The User plans \_\_\_\_\_ does not plan \_\_\_\_\_ on playing amplified music during the event. All events using amplified music MUST end no later than 10 PM or risk loss of deposit and enforcement of policy by law enforcement.

User agrees to indemnify and hold WHR CSD harmless from any and all claims, actions, and judgments, including all costs of defense and attorney fees incurred in defending against the same arising from and related to User’s use of the CSD Community Recreation facilities, including any liability arising from the use of the facilities, including the pool or spa, personal injury or property damage caused by the negligent, willful or intentional conduct of the User, and/or his/hers guest, invitees or independent contractors. This agreement shall encompass claims resulting from the furnishing of alcoholic beverage and any recreational or other source hired by the User as an independent contractor.

User agrees that the premises, fixtures, appliances and furnishings are in satisfactory and working condition. The premises are to be used for \_\_\_\_\_ and may not be used for any other purpose.

User agrees to perform the following obligations per this Agreement and Addendum A.

1. There is to be NO use of the pool or the spa by guests of the User.
2. The User shall ensure that the premises will be in the same condition as when accepted for use.
3. The User shall dispose of all rubbish, garbage and other waste in a clean and sanitary manner or as directed in Addendum A.
4. The User shall use and properly operate all electrical, gas and plumbing fixtures and appliances in a proper manner and keep them clean and sanitary.
5. The User shall not use tacks, nails, staples, tape, etc on any walls, ceiling or woodwork. Decoration may not be attached to the walls of the Community Center
6. The User will not use candles or glitter for any event
7. The User will not use amplified music after 10 PM

8. The User will refrain from the sale, solicitation or distribution of any commercial goods, wares, merchandise, alcohol or food products without the prior written approval of the Board of Directors of the WHR CSD.
9. The User agrees to refrain from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the premises or the facilities, equipment or appurtenance or permitting any person on the premises to commit such acts.
10. The User agrees that the pool table will not be moved or relocated for any reasons. Any costs associated with re-leveling the pool table will be at the User's expense over and above the security deposit. If pool table is used for serving, the User shall be responsible for covering the table with appropriate protection.
11. The User agrees to purchase an insurance policy that names the WHR CSD as a co-insured or adds the WHR CSD as an additional insured on User's policy for the events. Insurance coverage in the amount of at least \$1,000,000 is required for all Property Owner sponsored events of more than 50 people and all WHR Commercial Entity sponsored events.
12. If any damage occurs that exceeds the security deposit, User will be personally responsible for the excess amount and will be billed accordingly by the CSD.

The parties consider each and every term, covenant and provision of this User Agreement to be material and reasonable.

In any legal action brought by either party to enforce the terms of this Use Agreement, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorney fees.

This agreement shall be interpreted under the laws of the State of California...

Whitehawk Ranch Community Services District

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

User (Property Owner or Commercial Entity)

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_