

Lake Mission Viejo Association

RULES, REGULATIONS AND POLICIES FOR LAKE CLUBHOUSE RENTALS

Telephone numbers:

Facility Reservations	949 770-1313 x 333
Lake Mission Viejo Association	949 770-1313
LMVA Fax	949 770-1327

Facility Rental Hours

10 AM - 10 PM	Fridays, Saturdays, and Sundays Mid- September to Mid- May
9 AM – 10 PM	Monday through Thursdays on a limited basis Mid-Sept to Mid-May
6 PM – 10 PM	Very Limited availability Mid- May to Mid- September weekdays only. (Summer season)

PURPOSE

Lake Mission Viejo Association (LMVA) is proud to offer to the membership the opportunity to utilize our newly constructed multi-use clubhouse facility. The Lake Clubhouse is intended for social, cultural, educational, and recreational programs. Lake association members are permitted and encouraged to use the clubhouse for their family gatherings, HOA meetings, wedding receptions, business meetings and celebrations. The facility is available on a reservation and fee basis.

AVAILABILITY

- Facility reservations may be made up to one (1) year in advance of the activity for the use of the entire interior clubhouse facility. Reservations of the individual rooms can only be made (3) months in advance. The facility is rented on a first come first served basis with certain restrictions.
- The Lake Clubhouse is available for rentals from Mid September to Mid May on Fridays, Saturdays, and Sundays. It is also available from Mid September to Mid May during the weekdays on a limited basis. During the summer season the room has some evening weekday availability but weekends are not open for rentals due to LMVA's high season attendance and programs.
- Lake sponsored uses and events have precedence over all groups.
- Only Lake Association members in good standing (lien free, assessments up to date, no disciplinary actions etc.) are eligible to rent the facilities. Only persons 21 years of age and older will be allowed to enter into an agreement with the Lake. A picture ID and Lake ID will be required to verify age and/or membership. All correspondence and communications will be sent to the individual listed on the agreement.
- **The Lake member signing the agreement must be present at all times during the event/rental, including set up and clean up and all deliveries/pick ups. Additionally, the renter's failure to comply with any of LMVA's regulations may result in the cancellation of the event with no fee reimbursement.**
- LMVA will not discriminate in the renting of its premises on the basis of race, color, or national origin, religion, sex, age, or physical handicap.

LIABILITY AND INSURANCE

- _____ The Lake member arranging and renting the facility is responsible for the actions and conduct of their guests. They are also responsible for any damages to the building and Lake Association property as a result of their activity.
- Children's activities such as, birthday parties, graduation parties, bar mitzvahs and the like, involving minors (under 18) must have a 1 to 10 adult to child ratio. LMVA will require a list of adult chaperones.
- LMVA has the right to full access to the facility at any time.
- The use of Lake Mission Viejo Association property, facilities, equipment, and furnishings is for the exclusive use of the Association members and their guests. They are not to be used for any purpose that violates any city, county, or state laws or the Lake Association rules, policies and procedures.
- _____ Use of amusement rentals or props (e.g. carnival games and rides, dance floors, stages, sumo wrestling suits, inflatable attractions, casino nights, etc...) must have prior written approval from the General Manager accompanied by a Certificate of Insurance for general liability naming Lake Mission Viejo Association as additionally insured in an amount of not less than one million dollars (\$1,000,000) and when applicable, and a Certificate of Worker's Compensation (if operators will be on site) by the rental company.
- The charging of money or fees at the door for entrance into the activity or function is **strictly prohibited.**
- Food and alcoholic beverages can only be served, **NOT SOLD.** The activity will be terminated immediately if minors are found in possession of alcoholic beverages.
- LMVA does not accept any legal responsibility for the loss, damage, or theft of equipment or articles owned by the users or will not accept any responsibility for any act or incident arising from use of its property or equipment by any organization or group.
- LMVA at its sole discretion may cancel/suspend the use of the facility by the group or individual if in non-compliance with the established policies and procedures. *LMVA reserves the right to refuse members the privilege of renting the facility if the member's previous rental history was disruptive, out of compliance or the requested use is unacceptable to management.
- _____ Any party that serves alcohol will be required to provide proof of Insurance in the amount of one million dollars (\$1,000,000). Rentals without alcohol will be required to provide proof of insurance with a limit of \$300,000.
- FORCE MAJEURE: LMVA is not responsible for any occurrence beyond our control including but not limited to Acts of God, outbreak of hostilities, insurrection, riot, civil disturbance, fires, floods, earthquakes or other natural disasters, the results of which may not be charged against LMVA.
- _____ The LMV member who signs the Facility Rental Agreement must be a legal owner of record or property tenant-occupant and must present an LMVA ID when renting a room or the entire multi-use room. All rental agreements must be completed (by appt) at the Association office during business hours. The LMV member is fully liable to pay and assumes all liability and holds harmless the Lake Mission Viejo Association from any and all claims. Any damage caused to Association property/facilities shall be the responsibility of the LMV member signing the rental agreement.

SPECIFIC RULES

- The Association staff will set up and breakdown all Lake owned equipment (tables, chairs, microphones, etc.) LMVA member renting the room must provide a setup diagram 10 days before the scheduled activity. If the renter is bringing in equipment other than LMV owned, then it must be submitted and approved 30 days prior to the event.
- All live entertainment, DJ's and any amplified sound may be permitted for use inside the building, only after getting prior written approval from the General Manager. The Association requires that any music be turned off by 9:30 PM. Noise must be maintained within acceptable levels at all times. LMVA reserves the right to monitor and regulate the volume of amplified sound.
- The multi-use building and Lake facility is not exclusive to the renting parties. The restrooms, parking lots, offices, park and participants, playground and beaches are open to the general membership during normal operating hours.
- Glassware shall only be used inside the rental rooms and cannot be taken outside on the patios or in the park. Glass containers including drinking glasses, bottles, jars, etc. are only allowed inside the facility.
- A copy of the signed contract must be provided to any vendors, planners, and anyone else associated with the event to insure they are familiar with these guidelines.
- Staff is **NOT** authorized to sign for or accept any deliveries. A person involved with the activity must accept all deliveries within their reserved time.
- No permanent rental or assignment of the multi-use facility shall be made to any individual or organization. Members can only book one reservation at a time and no other until the first has occurred. (Exception will be made for HOA meetings. HOA meetings can be scheduled quarterly (up to 3) with the understanding that LMVA does not provide standing reservations and that lake programs take precedence.)
- LMVA does not provide any storage for equipment or supplies. All rental equipment must be removed from the premises immediately following the event and all equipment/rentals cannot be dropped off prior to the event until the agreed upon time. Rentals may be picked up by 10 am the following day provided they are placed out of sight in a designated area assigned by LMVA.
- LMVA parking lots are on a first come, first served basis only. No reserving spaces.
- Religious groups desiring the use of the Lake Clubhouse for conducting regular services may be granted for emergency situations only. A limit of 3 consecutive months is allowed.
- Clubhouse facilities can be rented for political events under certain guidelines. The LMV General Manager has complete discretion in allowing a political function.
- Smoking is prohibited inside the facility and within 15 feet of any doorway or window. The outdoor patio and park areas may be used as a smoking area. Please use cigarette urns provided and please be courteous to others enjoying the park.

- Decorations may be permitted however staff must approve all plans for decorations. All props must be free standing. Nails, staples, tacks etc. may not be used on the walls, ceiling, or windows. Masking tape is allowed but no clear tape. Decorations must be approved 30 days prior to the event.
- All materials must be flame retardant. No open flames are allowed (unshielded candles, tiki torches, pyrotechnics and the like). LMVA must approve any use of shielded candles. LMV has strict fire/flame guidelines.
- Rice, birdseed, glitter, flower petals, confetti, smoke or bubble effects, airborne steamers and the like are prohibited.
- The LMVA furnishings must remain inside the facility. They are not to be taken outdoors.
- Set up and cleanup is the responsibility of the LMVA member renting the facility within their rental period. If the facility is not cleaned, is damaged, or you run over your rental time it is at the discretion of LMV to charge a late fee &/or lose the security deposit.
- Four- foot wide aisles between indoor tables and/or chair rows must be provided, no doorways can be obstructed, and fire code occupancy requirements must be in compliance.
- Animals, other than guide dogs, are not permitted inside LMVA property.
- Catering and service vehicles are not allowed to drive to the building. All delivery trucks must park in the parking lots. The walkway along the slope can be used to deliver supplies to the building.

RESERVATIONS, PAYMENT, AND CANCELLATIONS

FEES AND DEPOSITS:

A Facility Rental Application and Agreement must be completed in full and accompanied with a 50% deposit (non- refundable) of the rental fees at the time of reservation. Credit card, personal check, money order, cashier's check or cash can make payment. Personal checks will not be accepted for any agreements written less than 30 days prior to the facility rental. The LMVA member signing the contract must pay all fees and deposits. No business checks accepted.

_____ The balance of the fees must be paid in full no later than 30 DAYS prior to the rental. Only a credit card (MC/VISA), cashiers check and money order will be accepted for the balance. No event can begin without full payment of the rentals fees. LMV reserves the right to cancel the event if the balance is not paid 30 days prior to the scheduled reservation date.

CANCELLATION POLICY:

_____ A *cancellation fee of \$100* will be charged for canceling the facility rental once processing has begun. Cancellation of the facility rental must be made in writing and delivered in person to LMV personnel handling rentals at the Association office. Your copy of the FACILITY RENTAL AGREEMENT must be rendered to process a cancellation. Cancellation of the facility rental shall result in forfeiture of all deposits held by LMV according to the following schedule:

Ten business days after processing has begun	Full refund of deposit less \$100 Admin. Fee
After 10 business days fees become Non- refundable	100% of deposit forfeited-NON REFUNDABLE
30 Days from scheduled event	100% OF TOTAL RENTAL COST, FEES AND DEPOSIT IS FORFEITED. Only the security deposit is refunded.

SECURITY DEPOSIT:

_____ \$500 DEPOSIT is due 30 days prior to the scheduled event. (the security deposit will be refunded 30 days after the event has occurred providing no damage or unreasonable cleaning or repair is required as determined by LMV)

SET UP/EQUIPMENT FEES:

_____ The set up is included in your equipment rental fees. A diagram must be submitted 10 days prior to the event. Equipment rental fees are due 30 days prior to the scheduled event.

PARTY LIST:

_____ LMVA member is required 10 days prior to the scheduled rental day to provide LMVA with a complete alphabetically arranged list of all invited guests including non-lake members, lake members, service providers, and all children. This list shall be the basis for admittance to Lake Mission Viejo Association.

LATE FEE:

_____ If usage exceeds the agreed rental time period, a Late fee will be charged at a rate of \$500 per half hour beyond the booked time limit.

Lake Clubhouse Rental Rate Chart

<u>Room</u>	<u>Capacity</u>	<u>Months</u>	<u>Rates</u>	<u>Hours</u>
	<i>Assembly/ Seated</i>	<i>Available</i>	<i>5 Hour Block of Time</i>	<i>Available</i>
2500 sq ft.				

WEEKEND RATES (Friday, Sat., Sun)

Lake Clubhouse (Whole facility)	250/150	MidSept to Mid May	\$ 1500	9 am – 10pm
Add'l (1) hour blocks			\$300/hour	“
Room A (w/kitchen) 36 X 25 900 Sq ft	135/68	“ “	\$175 hour (3 hr min)	“
Room B (middle) 36 x 20 720 sq.ft	106/53	“ ”	\$100 hour (3 hr min)	“
Room C (windows) 36 X 25 900 sq.ft	135/68	“ “	\$100 hour (3 hr min.)	“

WEEKDAY RATES (Mon-Thurs as available, 2 Hour Minimum)

Whole Facility	\$ 220/hour
Room A w/kitchen	\$ 100/hour
Room B	\$ 60/hour
Room C	\$ 60/hour

- All policies, fees, deposits and charges are subject to change by the Board of Directors and the General Manager.

LAKE MISSION VIEJO ASSOCIATION

LAKE CLUBHOUSE RENTAL APPLICATION

22555 OLYMPIAD RD
MISSION VIEJO, CA 92692
949 770-1313 x 333
FAX 949 770-1327

Today's Date _____

Date of Rental: 1st choice _____ 2nd choice _____ 3rd choice _____

Name of Applicant (Print) _____

Address (home) _____
address city zip

LMV Membership number _____

Home phone _____ Business phone _____

Cell phone _____ E-Mail address _____

FAX _____

Number of people attending _____ Will Minors (under 18) be attending? _____
(A list of adult chaperones required for children's events with a 1 to 10 ratio)

Start time: _____ End time: _____

Room Requested A ☐ B ☐ C ☐ All ☐

Describe purpose of rental in detail:

Equipment requested: Tables: 6'banquet _____ 8' banquet _____ 60" round _____

Upholstered folding chairs _____ Microphone. _____ Dry erase board/tripod _____

100 cup coffee pot _____ TV _____ VCR _____ DVD _____ Screen _____

Overhead Projector _____ Podium _____ Podium w/PA _____ Ice _____

Will there be Amplified Music? _____ If yes what type? (band, DJ, radio, etc.) _____

Who will provide the service? _____

Catered? _____ Name of Caterer _____

Will alcohol be served? _____ By Caterer? _____ By Host of Party? _____

Will there be a stage? _____ Dance floor? _____

EQUIPMENT RENTALS

60" ROUND TABLES \$ 8.00 _____

6' RECTANGULAR BANQUET TABLE \$ 8.00 _____

8' RECTANGULAR BANQUET TABLE \$ 8.00 _____

UPHOLSTERED FOLDING CHAIRS \$ 3.00 _____

100 CUP COFFEE POT \$10.00 _____

TELEVISION \$10.00 _____

VCR \$10.00 _____

DVD \$10.00 _____

MICROPHONE \$10.00 _____

ICE MACHINE \$25.00 _____

SCREEN \$ 5.00 _____

OVERHEAD PROJECTOR \$ 5.00 _____

DRY ERASE BOARD/EASEL \$ 5.00 _____

PODIUM W/ PA \$25.00 _____

PODIUM \$15.00 _____

Lake Mission Viejo Association

Rental Agreement

Hold Harmless

Lake Mission Viejo Association ("LMVA") desires to be protected against loss by reason of the temporary use and occupancy of its facilities by special event renters. It is therefore agreed:

- The renter agrees to indemnify LMVA its Board of Directors, officers, employees and agents from all losses, liabilities, damages, costs and expenses (including, without limitation, actual attorney's fees, arbitration expenses and litigation expenses) that they, or any of them may incur by reason of the use and occupancy of the LMVA facilities as set forth above by the renter, its employees, agents, subcontractor, and guests.
- LMVA shall give the renter prompt written notice on any claim, action or proceeding, which could rise to a right of indemnification under this Agreement. Notwithstanding such notice, LMVA shall be entitled at its sole discretion either to defend or settle such claim, action or proceeding. LMVA shall also be entitled to engage, at the renter's expense, independent counsel to advise it with respect to any claim, action or proceeding which gives rise to a right of indemnification under this Agreement.
- Indemnification shall be made by the renter within ten (10) days after receipt from LMVA of notice describing the nature of the claim made and the amount of any loss, liability, damage, cost or expense. All such costs and expenses, which are not paid when due shall, until paid, bear interest from such date at the rate of twelve percent (12%) per annum.

In the event of any litigation among the parties concerning the enforcement or interpretation of this Agreement, including but not limited to arbitration or civil lawsuit, the non-prevailing party (or parties) shall pay any and all reasonable fees and expenses (including attorney's fees, arbitration expenses and court costs) incurred by the prevailing party (or parties) in connection with such litigation.

AGREEMENT

IN WITNESS THEREOF, the undersigned has executed and delivered this Agreement as of the date shown below.

BY: _____ Date: _____
(Renter of the facility –Owner of Record/Property Tenant Occupant)

BY: _____
(Printed Name)

ACCEPTED BY LMVA _____ Date: _____
(Lake Manager)

Staff initials _____