





# EQUIPMENT RENTALS

<u>EQUIPMENT AVAILABLE</u>	<u>FEE</u>	<i>AVAILABLE</i>	<i>SPECIFY QTY.NEEDED</i>
60" Round Table (seats 8-10) <input type="checkbox"/>	included	(28)	_____
36" Card Table <input type="checkbox"/>	included	(4)	_____
6' Rectangular Banquet Table <input type="checkbox"/>	included	(6)	_____
8' Rectangular banquet Table <input type="checkbox"/>	included	(6)	_____
Upholstered Folding Chairs <input type="checkbox"/>	included	(189)	_____
Screen <input type="checkbox"/>		(1)	
Dry Erase Board / Easel <input type="checkbox"/>		(1)	
100 Cup Coffee Pot <input type="checkbox"/>		(1)	
Television <input type="checkbox"/>	\$ 10.00	(1)	
VCR/DVD <input type="checkbox"/>	\$ 10.00	(1)	
Overhead Projector w/screen <input type="checkbox"/>	\$ 15.00	(1)	
Podium <input type="checkbox"/>	\$ 15.00	(1)	
Podium w/PA <input type="checkbox"/>	\$ 25.00	(1)	
Stage (3'x5' sections) <input type="checkbox"/>	\$ 50.00		_____
Dance Floor (3'x3' sections) <input type="checkbox"/>	\$ 250.00		_____

Will there be Amplified music? \_\_\_\_\_ If yes what type? (band, DJ, radio, etc.) \_\_\_\_\_

Who will provide the service? \_\_\_\_\_

Catered? \_\_\_\_\_ Name of Caterer \_\_\_\_\_

# LAKE MISSION VIEJO ASSOCIATION

## RULES, REGULATIONS AND POLICIES FOR LAKE CLUBHOUSE RENTALS

### **FACILITY CONTACTS:**

Facility Rental Inquiries 949 770-1313 ext. 223

LMVA Fax 949 770-7763 or 949 837-0486

Facility Hours Walk-in (M-F 8AM - 5PM); By appointment on Evenings & weekends

### **FACILITY RENTAL HOURS**

Fridays, Saturdays, and Sundays Mid-September to Mid-May 10AM – 10PM

Monday through Thursday on limited basis Mid-Sept to Mid-May 9AM – 10PM

Limited availability Mid-May to Mid September (Summer Season)

### PURPOSE

*Lake Mission Viejo Association (LMVA) is proud to offer its membership the opportunity to utilize our multi-use clubhouse facility. The Lake Clubhouse is intended for social, cultural, educational, and recreation programs. Lake Association members are permitted and encouraged to rent 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

- Reservations may be made up to one (1) year in advance of the requested use date for whole facility rental. Reservations of the individual rooms may 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 clubhouse has limited availability.
- No permanent rental or assignment of the multi-use facility shall be made to any individual or organization. Members may only book one reservation at a time and no other until the first event has occurred. Exception will be made for HOA meetings. HOA meetings may be scheduled quarterly (up to 3 meetings) with the understanding that LMVA does not provide standing reservations and that the Lake programs take precedence.
- Religious groups desiring to use 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.

- Only Lake Association members in good standing (lien free, assessments up to date, no disciplinary actions etc.) are eligible to rent facilities. Only persons 21 years of age and older and the legal owner of record or property tenant-occupant 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 rental agreements must be completed (by appt) at the Association office during business hours. All correspondence and communications will be sent to the individual listed on the agreement.
- Lake sponsored uses and events have precedence over all private rental groups.
- 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 LMV member assumes all legal and financial liability and agrees hold 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.
- **All members renting the Clubhouse facility are required to provide evidence of General Liability Insurance naming the Lake Mission Viejo Association as additionally insured and as a covered Certificate holder on the member liability policy in the minimum amount of \$300,000. Rentals providing, serving or allowing alcohol will be required to provide insurance in the minimum amount of one million dollars (\$1,000,000).**
- **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 of not less than one million dollars (\$1,000,000) and when applicable, a Certificate of Worker's Compensation (if operators will be on site) by the rental company. Lake Mission Viejo Association must be named as additionally insured on the certificate. No exceptions. If you are unable to purchase insurance then the rental cannot occur. Please check on this prior to booking.**
- The Lake member arranging and renting the facility is responsible for the actions and conduct of his/her guests. He/she is also responsible for any damages to the building and Lake Association property as a result of his/her activity.
- LMVA does not accept any legal responsibility for loss, damage, or theft of equipment or articles owned by the users and will not accept any responsibility for any act or incident arising from use of its property or equipment by any individual, organization or group.
- The Lake Mission Viejo Association property, facilities, equipment, and furnishings are for the use of the Association members and their guests and are not exclusive to the renting parties. The restrooms, parking, offices, park, playground and beaches are open to the general membership during normal operating hours. The above are not to be used for any purpose that violates any city, county, or state laws or the Lake Association rules, policies and procedures.

- 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 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.
- 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 result of which may not be charged against LMVA.

## SPECIFIC RULES

### RESERVATION INFORMATION

- All decorating, food preparation, set up and clean up is the responsibility of the LMVA member renting the facility within their rental period. This includes equipment and supplies dropped-off by outside agencies such as caterers, party rentals etc. 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.
- **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. The renter's failure to comply with any of LMVA's regulations may result in the cancellation of the event with no fee reimbursement.**
- 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.
- LMVA does not provide 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.
- Animals, other than guide dogs, are not permitted inside LMVA property.

### SETUPS

- The Association staff will set up and breakdown all Lake owned equipment (tables, chairs, microphones, etc.) LMVA member renting the room must provide a set up 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.

### EQUIPMENT & RENTAL EQUIPMENT

- Equipment must be reserved at the time of application. Some equipment may not be available and some restrictions apply. While we try to keep our equipment in good condition, we cannot guarantee availability due to mechanical difficulty or breakdown.
- Full replacement cost will be charged when equipment is lost or damaged. Indoor tables and chairs are available for indoor use only.

## DELIVERIES

- 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.
- LMVA is not responsible for any items delivered early or left behind.
- 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.
- LMVA parking lots are on a first come, first served basis only. No reserving spaces.

## DECORATIONS

- 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. No one is permitted to climb or stand on tables, chairs or any furniture. Decorations must be approved 30 days prior to the event.
- Entrances and exits signs may not be blocked or have any kind of decoration or equipment. 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.
- The LMVA furnishings must remain inside the facility. They are not to be taken outdoors.
- 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.

## CHILDREN

- Children's activities such as, birthday parties, graduation parties, bar mitzvahs and the like, involving minors (under 18) must have a chaperone for every ten (10) youth participants. The chaperone must be 21 years old or older. LMVA will require a list of adult chaperones.

## ALCOHOL

- Alcohol is allowed at events when approved on the reservation application. \$1,000,000.00 event insurance is required.
- Glassware shall only be used inside 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.

## SMOKING AREAS

- 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.

### AMPLIFIED MUSIC

- 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 9:30PM. Noise must be maintained within acceptable levels at all times. LMVA reserves the right to monitor and regulate the volume of amplified sound.

### KITCHEN

- The kitchen is included with room A. The applicant must provide cooking utensils and supplies. Ice is available with a kitchen reservation.

### CONDITION OF FACILITY REPORT

- Upon arrival time on the day of the event the applicant must initially inspect the premises with the Clubhouse Staff in charge of the facility and fill out a FACILITY CHECKLIST FORM. This report is a checklist to ensure the clarity regarding the condition of the facility before and after the event and that your set-up is ready. The facility must be cleaned and restored to the exact condition in which it was accepted, as indicated on the FACILITY CHECKLIST FORM

### CLEAN-UP RESPONSIBILITIES

- All clean-up must be accomplished prior to the finish time indicated on the rental application. Applicants are responsible for the following clean-up at the end of event:
  - Cleaning of equipment used
  - Cleaning of any counter area used
  - Cleaning and wiping of all spills or mishaps
  - Clean-up of any floor or carpet area soiled or dampened
  - Clean-up of the kitchen and all amenities used (ie., refrigerator, stove, ovens, sinks, etc.)
  - Removal of all equipment, balloons, supplies, personal articles, displays, etc., immediately after clean-up. All supplies left behind will be discarded.
  - A mop and a broom are available at the facility.
  - Please make sure you discuss clean up with your caterer or any other person you contract with to help you with your event. Clean-up must be completed so you do not incur additional charges or lose your security deposit.
- At the end of the rental and clean-up time, it is the responsibility of the applicant and/or the event contact person to inspect the premises with the Clubhouse Staff and complete the FACILITY CHECKLIST FORM.

# **RESERVATIONS, PAYMENT, AND CANCELATIONS**

## **FEES AND DEPOSITS:**

A Facility Rental Application and Agreement must be completed in full and accompanied with a 50% deposit 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.

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

## **CANCELLATION POLICY:**

**Cancellation of the facility rental must be made in writing and delivered in person to LMV personnel handling rentals at the Association office. Cancellation of the facility rental shall result in forfeiture of all deposits held by LMV according to the following schedule:**

**Within fourteen (14) calendar days  
of submitting deposit**

**Refund of deposit less \$100 Admin. Fee**

**On the 15th calendar day or thereafter following  
submission of deposit**

**100% of deposit is forfeited  
NON REFUNDABLE**

**within 30 days prior to scheduled event**

**100% OF TOTAL RENTAL COST,  
EQUIPMENT FEES AND RENTAL  
DEPOSIT IS FORFEITED.  
Only the security deposit is refunded**

## **SECURITY DEPOSITS:**

- \$500 SECURITY DEPOSIT is due at event contract signing. (The security deposit refund will be processed up 15 working 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 of all LMVA owned equipment is included in your 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 scheduled rental day to provide LMVA with a **complete alphabetically arranged** list of all invited guests including number of children and event service providers. This list shall be the basis for admittance to Lake Mission Viejo Association. This list must not exceed the allowable number of guests per room, per fire capacity code.

## **LATE FEE:**

- If usage exceeds the agreed upon rental time period, a late fee will be charged at a rate of \$500 per half hour beyond the booked end time.

**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 limitations, 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 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: \_\_\_\_\_