

VENETIAN GARDENS HOMEOWNERS ASSOCIATION

1555 Mosaic Way • Stockton, CA 95207

CLUBHOUSE PHONE: (209) 477-3871 • EMAIL: venetianguardens@att.net • WEBSITE: venetianguardens.org

CLUBHOUSE RENTAL RULES

Clubhouse Maximum Capacity: Seating – 100 Standing -144

1. Clubhouse use is restricted to use by Members in good standing (dues and all violations paid) and their approved Tenants only.
2. A Member or approved Tenant desiring to use the Facility must sign the Rental Agreement, pay rental fee and deposit payment. Payments will only be accepted from the Member or approved Tenant.
3. Member or approved Tenant **MUST BE PRESENT AT ALL TIMES DURING THEIR EVENT, or a fine of 25% of rental rate will be charged.**
4. The Venetian Gardens Association Board of Directors, its officers and employees (including contracted security company) reserve the right to cancel any event at any time no questions asked. If the Police are called for any reason, the party at our discretion can be cancelled immediately.
5. The Member will provide Proof of Liability Insurance in the minimum amount of \$300,000 that will cover their Event. This must be presented no later than 4 weeks before the Event date in order to avoid cancellation.
6. The party/parties entering into this agreement, intend to be legally bound, must hold harmless the Venetian Gardens Association, its Directors and Officers, its Agents or Employees from any and all liability including but not limited to, claims of any nature arising out of the use of the premises, including claims of personal injury or property damages, other damages of any kind and all cost involved and lost revenues.
7. The Member, in consideration of being allowed to use the Clubhouse and/or recreational facilities, agrees to indemnify and hold harmless Venetian Gardens Association, its Directors, Officers, Members and their Successors and Assigns, and Employees from any damages sustained as a result of claims, demands, cost or judgments arising from the use of the Clubhouse and related facilities.
8. In the event any legal action is instituted against Venetian Gardens Association, it's Directors, Officers, Members, their Successors and Assigns and Employees arising from the use of the Clubhouse described herein, the undersigned shall indemnify the Association for any attorney's fees and/or court costs incurred in defending such action.
9. Member or their approved Tenant will be responsible for clean-up. Return of deposit is contingent upon Clubhouse being left in the same condition it was prior to your Event. You will receive a call from a member of the Clubhouse Committee who will set up a Pre-Event walk through with you and give you the keys. This will enable you to see what the condition of the Clubhouse is prior to your Event and how you are to leave it after your Event. Attached is the walk through list that you and the Committee Member will go through.
10. To protect the walls, flooring and furniture no nails, pins or thumb tacks can be used to secure your decorations. Only painters tape and 3M removable hooks can be used. **NO CONFETTI OR GLITTER ALLOWED, YOU MUST REMOVE ALL DECORATIONS, TAPE AND 3M HOOKS AT THE END OF YOUR EVENT. INT: _____**
11. If you decorate with balloons you must make sure they are not released inside the clubhouse. They can get wrapped up in the ceiling fans. This could cause damage to fan motor and you will be charged for the removal and damage caused by the loose balloons.
12. Under no circumstance are persons attending an event allowed at any time on the golf course or in the pool. (If Event rental fees include the use of the pool or golf course, member must have prior approval by the Board of Directors) All Guest at the Event are the responsibility of the Member. Failure to supervise your guest will result in forfeiture of deposit. If you plan to serve alcohol during your event, please keep in mind your legal responsibility for the safety of your guest and others. There is no throwing of any objects onto the golf course. **If there are any complaints regarding noise, fights and trespassing on the golf course or pool area, and the Manager has to come to your event. Your Event could be stopped and deposit may be forfeited. INT: _____**
13. To ensure that excessive noise does not disturb adjacent homes, no loud music of any kind is allowed. Please control the volume of your music during your Event, especially when outdoor. **ALL MUSIC AND OUTDOOR ACTIVITIES MUST END AT 10:00 P.M. TO AVOID ADDITIONAL FEE of 25% of the rental fee. INT: _____**
14. All damage to the property, you will be charged reasonable repair cost and time.
15. The under signer has received the rules related to the use of the Clubhouse and related facilities of Venetian Gardens Association. The under signer asserts that they will comply with all rules relating to the use of the Clubhouse and will report immediately any problem with the facility that are detected during the use of the Clubhouse to the Clubhouse Management. Failure to comply with any of the above rules may result in denial of future use and loss of deposit.
16. **Inflatable "Bounce" Houses and/or Water Slides are NOT ALLOWED. INT: _____**

*THIS MUST BE SIGNED AND DATED

The waivers of claims and indemnification provisions relate to any and all persons who are on the premises due to the presence of the undersigned.

Executed on _____, 20____ at _____, CA

Signature of Association Member or Approved Tenant _____

Venetian Gardens Clubhouse Rental Checklist

The following items must be checked and cleared by a Member of the Clubhouse Committee before your rental deposit will be refunded. Your cleanup of the Clubhouse must be completed following your Event before the scheduled "Exit Walk Through" with the Clubhouse Committee Member. It is suggested that you arrive early for the walk through to check the cleanup. Often the Clubhouse does not look as clean in the morning light as it did the night before. It must be properly cleaned and ready for the next rental, to ensure that your deposit will be fully returned. Below is a list of the areas that will be checked by the Committee Member. There are fees that will be charged and deducted from your deposit if the Clubhouse is not properly cleaned.

1. Wipe clean all counter tops, tables and chairs
2. Clean the bar and kitchen areas, remove any items you put in the refrigerator/stove/cabinets, etc.
3. Vacuum rugs, sweep and mop all tile floors. Clean any spill spots or food from carpet/floor.
4. Return all furniture to the original placement. When moving tables and chairs pick them up, **DO NOT DRAG CHAIRS AND TABLES. INT: _____**
5. Clean bathrooms – bag and empty trash cans.
6. Remove all trash from small cans and place in 3 large cans. **(NO LOOSE TRASH! BAGGED TRASH THAT HAS BEEN TIED OFF ONLY IN LARGE CANS).** Please recycle whenever possible.
7. Assure that all water is turned off.
8. Turn off all lights and close all interior doors.
9. Remove all personal items including your decorations. Do not leave any tape, string or other materials on the windows, walls or furniture.
10. Turn off thermostats and ceiling fans.
11. If fireplace is used, make sure fire is completely extinguished.
12. Lock all outside doors.
13. Return the key to the Committee Member and identify any problems encountered during your rental, any malfunctioning equipment, etc.
14. Check walls and furniture for damage (*push pins, furniture scratches, etc.*)
15. Clean and remove any decorations and outside trash (also the parking lot/front area).
16. A \$150.00 cleaning fee will be charged if the Clubhouse is not cleaned and returned in the same condition as received.

The primary goal of this checklist and rental process is to assure that each Member/Tenant receives a clean Clubhouse for their Event and leaves the Clubhouse in as good or better shape than found. Thank you for helping us to keep the Clubhouse a first-class facility for all Members to enjoy.

Initials _____

**PLEASE DO NOT TAKE DOWN TABLES AND CHAIRS!
THEY GET DAMAGED... AND IF DAMAGED YOU
WILL BE HELD RESPONSIBLE! DRAGGING THESE
PIECES OF FURNITURE DESTROYS THEIR LEGS AND
THE CARPET!**

VENETIAN GARDENS HOMEOWNERS ASSOCIATION

CLUBHOUSE POST-RENTAL CHECKLIST

GATHERING ROOMS *(Including Main Room, Upstairs, Entry and Bar Area)*

- _____ Floors vacuum, swept, mopped and free of damage, debris and spills
- _____ Ceiling, walls and windows free of decorations and damage
- _____ Furniture returned to original placement, clean and free damage and debris
- _____ All lights, fans and thermostats turned off

KITCHEN

- _____ Turn off water and appliances
- _____ Floor swept and mopped, free of damage, debris and spills
- _____ All food removed from refrigerator
- _____ Counters, cabinets, sink, appliances clean
- _____ Trash emptied
- _____ Beverages, glasses, cups plates and serving utensils removed

RESTROOMS

- _____ Turn off faucets
- _____ Free of paper and debris
- _____ Wipe sinks, toilets and countertops
- _____ Floor swept and cleaned

STORAGE ROOMS

- _____ Return CLEAN and free of any tape, decorations, etc.
- _____ All items used from the storage room, return to their proper location
(tables & chairs, see pictures on wall)

ADJACENT AREAS

- _____ Front of building, parking lot and Patios free of cigarette butts and debris
- _____ Patio furniture free of decorations and debris

VENETIAN GARDENS HOMEOWNERS ASSOCIATION
CLUBHOUSE POST-RENTAL CHECKLIST FOR DAMAGE/CLEANING DEPOSIT RETURN

ITEM	ACCEPTABLE	UNACCEPTABLE, NOTE & CHARGE
Tables/Chairs clean and undamaged <i>Except normal wear and tear Manager discretion</i>	<input type="radio"/>	<input type="radio"/> \$25 up to replacement cost
Bar and Kitchen Area cleaned <i>Including items from refrigerator</i>	<input type="radio"/>	<input type="radio"/> \$25
Floors Cleaned <i>Swept, Vacuumed, & all Spills Cleaned</i>	<input type="radio"/>	<input type="radio"/> \$50 + if glitter or confetti visible
Furniture and Pictures <i>Returned to Original Location</i>	<input type="radio"/>	<input type="radio"/> \$50
Bathrooms cleaned	<input type="radio"/>	<input type="radio"/> \$50
All Trash <i>Bagged, tied and placed in large containers on patio</i>	<input type="radio"/>	<input type="radio"/> \$50 No loose garbage in containers
Turn off Water, Lights, and Ceiling Fans	<input type="radio"/>	<input type="radio"/> \$25 + damage
Turn off Thermostats (2) MUST BE TURNED OFF	<input type="radio"/>	<input type="radio"/> \$50
Turn off Fireplace (if used) MUST BE TURNED OFF	<input type="radio"/>	<input type="radio"/> \$100
Decorations and Personal Items <i>Remove ALL such items, including tape & tacks and all garbage inside and outside facility</i>	<input type="radio"/>	<input type="radio"/> \$25 (\$100 if helium or gas filled balloons are in ceiling fans or are left free floating)
Outside Doors <i>All outside doors must be closed and locked, including hall door near restrooms & door to bar area across from Ladies Room</i>	<input type="radio"/>	<input type="radio"/> \$25
Inspect Interior and Exterior for Damage	<input type="radio"/>	<input type="radio"/> All Repair Costs (including Labor)
Return Key to Management	<input type="radio"/>	<input type="radio"/> \$50
EXCESS GUEST (OVER CONTRACT)	<input type="radio"/>	<input type="radio"/> TO BE DETERMINED
MUSIC & OUTSIDE ACTIVITY BEYOND 10:00 P.M.	<input type="radio"/>	<input type="radio"/> 25% of Rental Fee

The Clubhouse was returned in Satisfactory Condition... Yes or No. If no, the following conditions are:

The amount of \$_____ was deducted from the deposit. Further action, if needed, will be brought to the Board of Directors.

Venetian Gardens Homeowner _____ Date _____

Venetian Gardens Manager or Board Member _____ Date _____