

Buckingham Homes Association, LTD

2850 EASTLAKE DRIVE, KELSEYVILLE, CALIFORNIA 95451 • (707) 279-0829

CLUBHOUSE RENTAL AGREEMENT

Date: _____

Homeowner's Printed Name: _____

Homeowner's BHA Address: _____

Email: _____

Telephone: _____ Emergency Telephone: _____

Date(s) of Rental: _____ Type of Event: _____

Time of Event (From): _____ (To): _____

Number of Guests: _____

Rental Fees:

- Full Day Weekends: (Friday, Saturday, Sunday) Midnight to Midnight - 24 Hours \$250.00
- Full Day Weekdays: (Monday - Thursday) Midnight to Midnight - 24 Hours \$200.00
- Half Day for Meetings/Setup/Cleanup Only: Not to Exceed 6 Hours \$150.00
- Housekeeping Service: \$150.00 (Required for 60 or more guests)
- Refundable Security/Cleaning Deposit: Due at the time of scheduling \$500.00

Payments must be made by the owner of record.

This agreement is between the Buckingham Homes Association, LTD (BHA) and the undersigned Buckingham Homes Association Owner of Record, hereinafter will be referred to as "Tenant".

1. **Use:** The premises shall be used for the above-listed "Type of Event" and no other purpose.
2. **Rent:** The sum of \$ _____ shall be paid to Buckingham Homes Association for the use of its facilities as indicated above. ***A refundable security deposit of \$500.00 and a signed contract are required to reserve the event space for the date of your event.***
3. **Insurance:** Tenant shall provide Buckingham Homes Association with a copy of their certificate of insurance naming Buckingham Homes Association as an additional insured or event insurance 30 days before the event. ***Insurance is required for all events***
4. **Tenant Qualification:** The Clubhouse shall be used only by a Buckingham Owner of Record (Tenant) and his/her guests. The annual dues of the Tenant must be current and account in good standing. The Tenant agrees to be present throughout the rental period. Park grounds are shared by all Buckingham Homeowners, regardless of Clubhouse rental.
5. **Non-commercial Use:** The Clubhouse is reserved for non-commercial use only. No products or services may be sold to the public. This does not include activities that generate monies for Buckingham Homes Association.
6. **Holidays:** The Clubhouse may not be rented on major holidays which include: Easter, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Christmas Day, New Year's Eve, or any other holiday as declared by the BHA Board of Directors. The Buckingham Beach Park may not be reserved by any group at any time.
7. **Restrooms:** Restrooms are provided for up to 80 guests. ***Any guest count above 80 requires the rental of Portable Toilets at the expense of the Tenant.*** Portable Toilets must be placed in designated areas, please speak with the manager before your event for this information.

8. **Staffing:** All servers, parking attendants, entertainers, speakers, set up, and clean up personnel will be arranged for and the responsibility of the Tenant.
9. **Parking:** Please Park in the designated guest parking area only, or in areas stated and agreed upon below. No heavy equipment, trucks, cars, golf carts, etc. are allowed in the park.
10. **Decoration:** Any decoration, alteration, and/or lighting of the premises must have the prior consent of Buckingham Homes Association. All decorations must be removed by the Tenant before vacating the premises.
11. **Maintenance:** Tenant shall surrender the facilities at the termination of the event in the same condition as received. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's guests. Tenant shall neither commit nor allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Leased Premises, including wall, ceiling, floor, furniture, fixtures, and furnishings of the facilities.
12. **Garbage:** All garbage shall be emptied and placed in the designated garbage and recycling containers. There shall be no garbage placed in the recycling or yard waste containers. Recyclables must be loose and not bagged. A **\$25.00 fee will be assessed for contaminations**. Large recycling pieces shall be broken down before being placed in the containers. **If the containers are full, it is the Tenant's responsibility to take their garbage and recycling with them.**
13. **Indemnification:** Buckingham Homes Association shall not be liable for any damage or injury to Tenant of any other person, or any property, occurring on the facility or any part of it, including but not limited to, liability arising from the negligence or fault of guest in using any land or water activities including but not limited to ATV's bicycles, boats, kayaks and swimming. Tenant agrees to indemnify, defend, and hold harmless Buckingham Homes Association, Ltd., for any liability, cost (including reasonable attorney fees), or claims for personal injuries or property damage or any violation of federal, state, or municipal law or ordinance arising out of or in connection with or caused by the negligent, willful, or intentional act or omission to act of Tenant or Tenant's guests or invitees. The guests take responsibility for and hold the owner/owner representative harmless for any action that results in property damage or injury to themselves, their guests, or others including those related to the use of alcohol, medications, or other substances.
14. **Force Majeure:** Buckingham Homes Association is not responsible for its inability to perform this agreement if prevented from so doing by circumstances beyond its control, in which event Buckingham's liability will be limited to returning amounts previously deposited by Tenant.
15. **Non-responsibility:** Buckingham shall not be held responsible for Tenant's contractual obligations to suppliers and middlemen such as caterers, florists, entertainers, coordinators, photographers, and the like.
16. **Non-smoking:** Smoking is not permitted on the premises. Illegal activities, including the use of illegal substances (including marijuana), are strictly prohibited.
17. **Housekeeping:** **At Buckingham Homes Association we require the use of approved Housekeepers for any event with 60 or more people attending.** Contact the office for a list of approved housekeepers. Please provide approved housekeeper information within 30 days of the event.
18. **Music:** Amplified or live music is allowed if kept at an acceptable volume level and subject to approval by Buckingham. The music ends at 10 pm.
19. **Pets:** We are a pet-free site. We ask that you leave your pets at home for their safety.
20. **Children:** Children under the age of 12 must be supervised by an adult. Buckingham does not accept responsibility for unsupervised children. The party understands that premises have NOT BEEN CHILD-PROOFED (electrical sockets, chemicals, drapery cords, fountains, walls, wildlife, dock, lake, animals, etc.) and assumes full responsibility for their children's safety and well-being. The party acknowledges that they will take all precautions necessary.
21. **Compliance with Law:** Buckingham and Buckingham policies do not permit the consumption of alcoholic beverages by persons under the age of 21 (or by intoxicated persons). The tenant will not allow such consumption.

22. Amendments: No amendment to this License is effective unless made in writing, signed by Buckingham and Tenant, and appended to this License.

The owner/owner representative has the right to evict, without prior warning, all tenants/guests who do not adhere to the above-stated rules in this contract. I agree to the terms and conditions of this contract, and to additional charges for any violations, including but not limited to, smoke fumigation and cleaning, pet damage, unauthorized overnight guests, and damages caused by negligence.

Signatures:

_____ Date: _____
Buckingham Homes Association, Ltd.

_____ Date _____
BHA Owner of Record/Tenant

Keys to Clubhouse:

You may pick up the keys to the Clubhouse one business day before your rental at the BHA office Monday through Friday from 10:00 am to 2:00 pm.

Return the keys to the office or place them in the brown BHA mailbox (#2850) across the street.

OFFICE USE ONLY

- Agreement (copy to tenant)
- Deposit
- Rental
- Liability Insurance
- Housekeeping
- Porta Potty(s)
- Keys _____

Clubhouse Cleanup

The Buckingham Homes Association clubhouse is a community-run space, maintained by those who use it. Please be respectful of other users by returning it to a better condition than you found it:

- If you have not hired approved housekeeping services, you are fully responsible for all checkout tasks before vacating the premises. This applies to private and affiliate events equally.
- If you have hired approved housekeeping services, they will complete deep cleaning tasks only. YOU are fully responsible for completing all other checkout tasks prior to surrendering the facilities to housekeeping.
- To accommodate housekeeping, all guests must leave by the end time indicated on your rental agreement.
- Remember to initial and return the Checkout Checklist along with your rental keys.

***Thank you for doing your part to
maintain this valuable community asset!***

Tenant Name: _____ Housekeeping: Y / N

Checkout Checklist

All tenants (including affiliates) are responsible for basic cleaning and security/removal tasks. Tenants who have not hired housekeeping are also responsible for deep cleaning tasks.

Cleaning supplies are located in the corner storage closet and under the kitchen sinks. Extra garbage bags, paper towels, and toilet paper are located in the cabinets to the left of the BHA office fridge.

Please initial and return this checklist to the BHA office. If not satisfactorily completed, your security deposit will be retained, and future applications to rent the clubhouse may be denied.

Basic Cleaning

GENERAL:

___ Walls: Remove all decorations.

___ Tables: Wipe down and store.

___ Chairs: Spot clean and store.

KITCHEN:

___ Refrigerator: Empty and clean thoroughly.

___ Cabinets: Clean spills.

___ Counters: Clear for cleaning.

___ Oven and stovetop: Turn off, clear for cleaning.

___ Dishes: Wash, dry, and put away utensils and dishes, including cookware.

PARK GROUNDS:

___ Debris: Remove all, inc. but not limited to: bottles, cans, boxes, glass, and cigarette butts.

___ BBQ: Clean thoroughly if used.

___ Fountain: Turn off if used.

___ Patio/walkway: Sweep as needed.

___ Picnic tables: Return to their original position.

___ Gates: Close and lock.

Checklist continues on next page.

Tenant Name: _____ Housekeeping: Y / N

GARBAGE (INC. RESTROOMS):

- Empty trash/recycling cans and replace bags.
- Put waste in the designated garbage/recycling collection bins outside.
 - Recyclables must be loose and not bagged.
 - Large recycling pieces shall be broken down before placing in bins.
 - There shall be no garbage in the recycling or yard waste bins.
- If the bins are full, you must take any remaining garbage and recycling with you.

Deep Cleaning

NOTE: If you have hired housekeeping, skip to Security & Removal tasks.

KITCHEN SURFACES: Thoroughly clean ...

- Counters, including island (do not use abrasive scouring pads)
- Sinks (wipe dry after cleaning)
- Stove tops
- Ovens
- Microwave

FLOORS:

- Sweep and WET MOP all floors, including restrooms

RESTROOMS (INC. OUTDOOR RESTROOM, IF USED): Thoroughly clean ...

- Mirrors
- Counters and sinks (wipe dry after cleaning)
- Toilets and urinals

Security & Removal

- Lights and AC/heat: Turn off all.
- Doors and windows: Lock all, after ensuring ALL guests have exited.
- Take ANY garbage that won't fit in the collection bins with you.
- Take ALL decorations, food, beverages, ice, dishes, etc. that you brought with you.