

Emery Bay Village Homeowners Association  
160 Emery Bay Drive, Emeryville, CA 94608

Community Center Rental Policy

**1 Rental Guidelines**

- a. Must be a member of Emery Bay Homeowners Association (hereinafter referred to as EBVHOA or the Association).
- b. Member must be in good standing (not exceeding 60 days delinquent in assessments).
- c. Member must sign rental agreement along with "Hold Harmless" agreement prepared by EBVHOA.
- d. Member must submit 2 checks payable to EBVHOA as follows:
  - Deposit in the amount of \$300.00 to cover any damages or excess cleaning cost
  - Rental fee in the amount of \$115.00
- e. Members must submit request for rental no more than 60 days, but not less than 21 days prior to requested date.

**2. Use of Rental Facility**

- a. There will be no events for which an entrance fee will be charged, unless specifically approved in writing by the Board of Directors.
- b. The sale of alcoholic beverages is not allowed on premises and EBVHOA is released from all liability in connection with the consumption of alcoholic beverages on Association premises
- c. No smoking is permitted within the rental facility. Smoking is permitted only outside and cigarettes and/or cigars are to be extinguished and disposed of in the designated receptacles.
- d. Number of guests must not exceed 220 persons
- e. The use of barbeque is not included with the rental of the facility, unless written approval has been granted by the Board of Directors
- f. The use of the facility is only for personal social activities by Members of the Association. Third party rentals are not permitted.
- g. User will conduct the Event in an orderly manner in full compliance with applicable laws and regulations. User or User's designated representative must be in attendance at the Event Location at all times during the Event. Any damage to the Event Location, the Community Center, or property of the Association will be the responsibility of User and User will be charged for such damage. User accepts full responsibility for the conduct of all Event guests.

**3. Hours of Operation**

- a. Sunday through Thursday – 10:00 am to 9:00 pm
- b. Friday and Saturday – 10:00 am to 10:00 pm

**4. Security**

- a. Members will be given the code to the lockbox located at the facility.
- b. A Board Member, designated volunteer, Management Agent, or paid vendor of the Association will complete a walk through no more than 72 hours prior to the rental of the facility and no later than 24 hours after the rental.
- c. All doors and windows must be locked and all lights must be turned off at the conclusion of the Event.

**5. Setup and Clean up**

- a. Member may use \_\_\_ 8' tables, \_\_\_ 4' tables and \_\_\_ chairs as provided, which are the property of EBVHOA. However, these or any other items of the Association may not be removed from the premises.

- b. No items may be attached to the exterior of the building
- c. Decorations are permitted provided no damage is done to the interior walls. Use ONLY masking tape on surfaces; scotch tape is not allowed. All decorations and tape must be removed.
- d. All floors, furniture, cabinets, appliances, walls, sinks and toilets must be cleaned to original condition prior to rental. All food must be removed from refrigerator and disposed of in proper containers. All outside areas of the facility must be cleaned of all debris caused as a result of the rental
- e. Trash is to be placed in plastic bag lined garbage cans provided by the Association. No trash is allowed to be placed within an unlined garbage can.
- f. A checklist will be provided to each member to be used as a guideline for check ins/checkouts
- g. Any damages found or excess cleaning that is required will be deducted from the deposit. An itemized list will be provided by the Association if any portion of the deposit is withheld
- h. Members may enter the facility one hour prior to the opening of the facility to set up for the rental. During the hour of 9:00am to 10:00am the facility may only be used to prepare for the event being held
- i. Members may remain at the facility 1 hour after the closing of the facility to clean. During 9:00 pm to 10:00 pm (Sunday through Thursday) and 10:00 pm to 11:00 pm (Friday and Saturday) the facility may only be used for cleaning up after the event.

## 6. Sound

- a. Any music (or other sounds) must not exceed a volume comparable to the volume of normal conversation that is heard by someone standing outside unit 100. All sound is subject to the rules and regulations set forth in the Association's governing documents pertaining to noise and nuisance.
- b. Music must be turned off by 9:00 pm Sunday through Thursday and 10:00 pm Friday and Saturday. Any complaints from homeowners or residents of EBVHOA or the Emeryville Police Department relating to music or other sounds may result in a forfeiture of the security deposit. Excessive noise of any type will not be allowed. Complaints related to the rental of the facility may result in forfeiture of the security deposit.

## 7. Parking

EBVHOA parking rules must be observed. No parking in reserved carport areas or along the curbside (fire lanes). Parking is allowed in the uncovered parking areas and along nearby city streets.

## 8. Lost & Found

The Community Center and the Association are not responsible for the loss or damage of any property of User or User's guests, whether left in the facilities or on the grounds prior to, during, or following the Event.

## 9. Right to End Event

The Association reserves the right to stop and end the Event for any violation of this Agreement, in the Association's sole discretion.

## 10. General Provisions

This Agreement shall be governed by the laws of the State of California. The parties agree that any dispute arising out of or in connection with this Agreement will be resolved by binding arbitration before Judicial Arbitration and Mediation Service or other arbitrator mutually agreed upon by the parties. The prevailing party shall be entitled to reasonable attorneys' fees, including paralegal fees.

This Agreement may be executed in one or more counterparts. Each such counterpart shall be deemed to be an original and all shall be deemed to be one and the same Agreement.

## 11. Acceptance

User has until 5:00 p.m. on \_\_\_\_\_ to accept this Agreement by signing in the space provided below. If this Agreement is not so accepted by User, it will lapse and any tentative reservation for the Event will be cancelled. This Agreement may be signed and delivered by fax, followed by regular mailing of the original signed document. When signed by both parties, this Agreement will constitute a binding contract between User and the Association.

Exhibit A**PERMITTED USE OF ALCOHOLIC BEVERAGES**

The following rules and regulations will apply to all Events:

**A. Permitted Use of Alcoholic Beverages.**

Except as otherwise permitted under paragraphs B below, Users may bring to the Community Center and use in a responsible manner alcoholic beverages so long as such Users comply with the Code of Conduct set forth in paragraph C and the additional following rules:

- I. No charge in any manner whatsoever for attendance, whether by admission charge, donation, dues, fees or otherwise shall be made for any events to which User brings alcoholic beverages, and no charge whatsoever shall be made for anything provided at the event (i.e., mixer, setups, ice, food, hors d'oeuvres, etc.);
- II. Any event or gathering where alcoholic beverages are consumed shall not be for any business purpose and no financial consideration shall change hands at the event or gathering;
- III. All persons attending an event or gathering where alcoholic beverages are consumed shall be the personal invitees of User; and
- IV. No alcoholic beverages shall be given or otherwise supplied to any person under the age of 21 years, nor shall anyone permit any person under that age to consume liquor in the Community Center.

**B. Banquet Permits.**

I. Users may obtain a banquet permit from the California State Alcoholic Beverage Control Board for the purposes of hosting a private function at which alcoholic beverages are served. All functions for which a banquet permit is proposed must be approved at least one week in advance by the Board of Directors. Notwithstanding the approval of the Directors, User shall be solely responsible for insuring that the private function complies with all applicable rules and regulations for the use of such permits.

**C. Code of Conduct.**

- I. All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others.
- II. Loud, profane, indecent or abusive language is prohibited.
- III. Harassment or physical abuse of any person by another is prohibited.
- IV. No person's actions shall compromise the safety of another. All persons using the Community Center or any other facilities at Emery Bay Village shall obey all safety rules and shall not engage in any unsafe activity; in the event that anyone does engage in such unsafe activity, the activity must cease when directed by Association staff.
- V. Abusive use of the equipment and facilities is prohibited.
- VI. Firearms, crossbows and weapons of all kinds are prohibited.