

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

**Agreement For Use Of Community Center**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EMERY BAY VILLAGE HOMEOWNERS ASSOCIATION, a California non-profit corporation (hereinafter referred to as "Association") and, an owner-of-record of a residential housing unit in the Emery Bay Village Homeowners Association (hereinafter referred to as "Member").

**Recitals:**

A. Association is the entity charged with maintaining and regulating the use of the common area at Emery Bay Village, including the Community Center.

B. Member is an owner-of-record of the Association (at least 21 years of age) by virtue of ownership of a residential housing unit in the Emery Bay Village Homeowners Association and desires to utilize the Community Center in accordance with the regulations applicable thereto.

NOW THEREFORE, it is agreed by the parties hereto as follows:

**Use of the Community Center:**

Member is hereby granted the right to use the Community Center on \_\_\_\_\_, \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ (time). Reservation of the Community Center is limited to the interior of the facility (great room, kitchen and bathrooms). At no time shall the private function encroach upon other common areas. The function must be contained within the Community Center.

**Deposit and Fees:**

The fees are as follows:

A. NON-REFUNDABLE RENTAL FEE: One Hundred and Fifteen Dollars (\$115.00) - due with this agreement.

B. REFUNDABLE DAMAGE AND CLEANING DEPOSIT: Three Hundred Dollars (\$300.00) – due with this agreement. Failure to vacate the building at the end of the rental period will be charged at twenty-five dollars (\$25.00) per hour or any increments of an hour. In the event the Member or his/her guests causes the Association to incur any expense or to repair any damage to the Community Center arising out of or in connection with the Member's use of the Center, then any such expense or damage in excess of the damage and cleaning deposit shall be assessed against the Member, after notice and an opportunity for a hearing, as a Special Individual Assessment as provided in the Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Owner's Initials

(Office use only) The Association hereby acknowledges receipt the following:

Non-refundable Rental Fee: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date \_\_\_\_\_ Paid: \_\_\_\_\_

Additional Hours: \_\_\_\_\_ Date Paid \_\_\_\_\_

(2 separate checks required):

Damage/Cleaning Deposit: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date \_\_\_\_\_ Paid: \_\_\_\_\_