

**SLEEPY HOLLOW HOMES ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT
(1317 Butterfield Road, San Anselmo CA)
Renter Information**

Name of Renter/User: _____
Address of Renter/User: _____
Telephone: Cell Phone: _____
Email: _____

Rental Property: SHHA Clubhouse, 1317 Butterfield Road, San Anselmo CA

Date of Event: _____
Event Time: _____ am/pm to _____ am/pm. Total Hours: _____
Purpose: _____
Number of Guests (approx): _____

The above Renter/User agrees to rent the Clubhouse owned by the Sleepy Hollow Homes Association (SHHA) at 1317 Butterfield Road, San Anselmo, for the above time and purpose for the rental fees and deposits initiated below, and subject to all the terms and conditions herein. SHHA agrees to rent the Clubhouse on these terms and conditions. The rental premises consists of the Clubhouse building, playground, trash alley and parking area (herein referred to as the "Clubhouse"). The swimming pool and buildings other than Clubhouse are not included in this Rental Agreement (herein referred to as this "Agreement"). Renter/User agrees that use of the Clubhouse is limited to the number of persons and purpose stated above.

FEES AND DEPOSITS

Renter/User shall initial the agreed rental fees and deposits as follows, and agrees to make these payments.

Renters Initials:

- | | | |
|--|---------------------------------------|-------|
| A. SECURITY DEPOSIT | \$500.00 | _____ |
| B. RENTAL: | | |
| SHHA MEMBERS | \$300.00 | _____ |
| NON-SHHA | \$600.00 | _____ |
| NONPROFIT | \$350.00 | _____ |
| HOURLY RENTALS | \$ 70/hour, maximum of 2 hours | _____ |
| C. CLEANING FEE \$75.00 mandatory on all rentals
(Non-refundable) | | _____ |

TERMS AND CONDITIONS

The Security Deposit is to be delivered to the Clubhouse Manager at the time this form is submitted for approval. Balance of fees (including the Rental Fee and Cleaning Fee) shall be paid no later than 14 days before the event.

It is understood and agreed upon that the Security Deposit is intended to encourage the user to adhere to all rules regarding the use of the Clubhouse and to return the premises in proper condition.

If written notice of cancellation is received within **30 days** of requested usage, the Security Deposit may be returned. Failure to satisfy any of the terms and conditions of this Agreement or failure to adhere to the Rules and Regulations of SHHA (including those set forth in **Exhibit A**) shall result in non-return of the Security Deposit.

Renter/User agrees that:

User will return the premises and all used inventory to SHHA in as clean a condition as received from SHHA. Such premises and used inventory shall include the Clubhouse, playground, trash alley and parking area, and all items used (tables, chairs, dishes, appliances, etc.).

1. User will adhere to the Rules and Regulations of SHHA as regards to the use of the Clubhouse. A copy of said rules are attached hereto as **Exhibit A** and incorporated herein by reference.
2. User shall adhere to the Clean-up Checklist, which is attached hereto as **Exhibit B** and incorporated herein by reference.
3. User agrees that it will not sell alcoholic beverages on the premises without first obtaining a 24 hour liquor license. The Liquor license will need to be attached to this Agreement if there is intent to sell alcohol.
4. To the greatest extent permitted by law, User agrees to defend, indemnify and hold harmless SHHA and its officers, directors, managers and members from any and all claims, liabilities, actions and liens of any kind or nature arising out of or as a result of the use of the Clubhouse under this Agreement.
5. User shall supply SHHA with a certificate of insurance evidencing liability insurance coverage for personal injury and property damage in an amount of not less than \$1,000,000.00. Said certificate shall indicate that SHHA is a named additional insured under User's insurance policy covering the property and event with language: "This policy is primary and non-contributory with any other insurance". Failure to provide such evidence of insurance no later than seven days prior to the rental/use date shall result in the cancellation of this Agreement and retention of the Security Deposit. All insurance required under this Agreement shall be issued by insurance companies authorized to do business in the State of California and which are acceptable to SHHA.
6. User agrees to comply with all Federal, local and State laws, regulations and ordinances-in the use of the Clubhouse.

7. User agrees to pay for the cost of additional clean-up and/or repairs resulting from the use of the Clubhouse. User acknowledges that it is responsible for the acts of all of its guests.

_____ **Initial**

8. User takes possession of the premises and use thereof shall constitute and acknowledge that the premises are in good condition and that all appliances are in working order.

_____ **Initial**

Existing Damage noted if any:

9. User shall designate those persons responsible for cleanup as a contact under this Agreement.

10. User recognizes that this facility is located in a residential neighborhood. Use of the Clubhouse must be conducted in a way that does not disturb the Clubhouse neighbors. **If use of the Clubhouse under this Agreement results in any neighbor complaints to either the local authorities or the SHHA, the Security Deposit will not be returned.**

This Agreement is not assignable.

USER'S NAME: _____

SIGNATURE: _____

PHONE #: _____ **CELL #:** _____

EMAIL: _____

CLEANUP PERSON: _____

PHONE #: _____ **CELL #:** _____

EMAIL: _____

**Please return this Agreement to:
Dodi Friedenberg
99 Sleepy Hollow Drive
San Anselmo, Ca 94960
415-497-7967**

RULES AND REGULATIONS

Exhibit A

1. USER shall follow the schedule for closing times set forth below:

	Music	Bar	Clubhouse
Sunday – Thursday	10:00 PM*	10:00PM	11:00PM
Friday	11:00 PM*	11:00 PM	Midnight
Saturday	11:00 PM*	11:00 PM	Midnight

*Ask the band or DJ to begin to wind the music down at quarter to the hour, with a hard stop on the hour. **Please be respectful of the neighbors who live close to the clubhouse. They have been known to call the police if the music doesn't stop on the hour.**

2. Users and their guests will not deface or destroy the Clubhouse and or its fixtures and will not alter the Clubhouse or any of its fixtures.
3. User is required to remove any and all decorations as part of its cleanup. Decorations may **not be nailed** to any surface.
4. User shall reimburse the SHHA in full for any and all damages or loss incurred as a result of their use of the facilities or as a result of their negligence of persons whom they have allowed on the premises and same may also be deducted from the deposit.

_____ **Initial**

SHHA Clubhouse Setup/Cleanup Check List

Exhibit B

(revised 10/14/19)

Preparing the Clubhouse for your event:

- Please do not put nails into the walls for decorations or for any other reason. Use existing nails.
- Find trash cans outside and move them where you need them inside/outside. Put the appropriate size liner (found in kitchen) in all trash cans inside the clubhouse.
- Use color-coded trash cans for recycling. Signage can help guests know which bin to use.

Cleaning and closing up the Clubhouse:

Generally leave the Clubhouse the way you found it, with the exceptions that you need to sweep but not mop the floors and you do not need to scrub the bathrooms.

General:

- Return all folding chairs to racks and tables to designated stacking area
- Remove all decorations, fasteners, tape, etc.
- Clean up playground and any debris in planter boxes out front, including cigarette butts, plates, cups, napkins, etc.
- Leave any rental equipment or other items that need to be picked up (no food) on the front porch for pickup (or in back, if you want to return to let them in)

Bathrooms:

- Clean out sinks
- Flush toilets
- Pick up any paper from the floors

Kitchen:

- Check refrigerator for food items
- Wash and put away all kitchen equipment, dishes, utensils, etc.
- If you used them, wipe out refrigerator and wipe down sink and counters

Garbage/dumpster:

- Dispose of all garbage in the dumpster but **DO NOT DISPOSE OF FLAMMABLE ITEMS IN THE DUMPSTER.**
- Knock down all cardboard and paper packaging to flat condition and put it in paper recycling cart outside.
- Put new liners in all garbage cans inside the clubhouse
- Return garbage cans to outside and leave upside down so they don't catch rain water

Closing up:

- Secure all windows and doors to locked position
- Turn thermostats OFF
- Turn OFF ALL LIGHTS except outside.
- Return the key to the lock box and lock the box.

Any damages:

- Prepare and deliver to the Manager a list of any damage you caused. Additionally, please notify the Manager of anything in the clubhouse that did not operate properly (other than the oven and dishwasher.)