

## PROMENADE VILLAS POOL / CLUBHOUSE FACILITY RESERVATION REQUEST FORM

Use of the pool/clubhouse facilities is by reservation only, on a first come, first served basis. Each townhome unit will be allowed one reservation per month. Additional dates may be reserved, however, a unit's second and subsequent reserved dates may be cancelled if another townhome unit requests the same date and time. By requesting a reservation, the unit homeowner agrees to the following rules and procedures:

1. The pool/clubhouse facilities may not be reserved for any commercial purpose, business presentation, soliciting, or any other *for profit* activity **without prior** consent of the Association. Questions regarding use of the pool/clubhouse facilities should be directed to the Association Board or the Pool/Clubhouse Committee Chairperson. Use of the pool/clubhouse facilities by a homeowner may be restricted by the Association for non-payment of assessments (i.e., monthly dues, etc.).
2. A clubhouse reservation does not include exclusive use of the pool. The pool is open to all homeowners and residents during the pool's hours of operation.
3. Maximum capacity for use of the pool/clubhouse facilities shall not at any time exceed twenty-five (25) persons.
4. The homeowner shall be responsible for his/her guests at all times and shall ensure that all rules of the Association are fully obeyed. The deposit will be forfeited if violation of the Association's rules occurs.
5. The pool/clubhouse facilities must be cleaned and restored to good condition after use. This includes emptying of trash containers into the outside garbage bins. Personal articles should be removed when leaving the clubhouse. The Promenade Villas Homeowners Association will not will responsible for lost or damaged items.
6. Doors to the clubhouse, the restrooms, and the gates leading to the pool area must be kept closed AT ALL TIMES. You are liable for any injuries and/or damages that may be caused by unauthorized persons entering the pool/clubhouse facilities.
7. All food, beverages, sound producing devices will be set up in the clubhouse/pool area. Individuals in attendance will have access to all areas of the pool and clubhouse. By their initials, the homeowner hereby acknowledges specific awareness of Association's rules prohibiting alcohol, glass (in any form) and the use of sound producing devices after 10:00 p.m. ( \_\_\_\_\_ )  
Initial
8. The homeowner hereby releases, indemnifies and holds harmless the Association, and its members, directors, officers, agents, employees and contractors, from and against any and all claims, injuries, damages, liability and causes of action, including costs and attorney's fees, arising from or related in any way to the proposed use of the pool/clubhouse facilities.
9. The homeowner shall require each guest to sign a release agreement (provided by the Association) releasing, indemnifying and holding harmless the Association, and its members, directors, officers, agents, employees and contractors, from and against any and all claims, injuries, damages, liability and causes of action, including costs and attorney's fees, arising from or related in any way to their attendance at the proposed use of the pool/clubhouse facilities..
10. This Pool/Clubhouse Reservation Request form, together with a check in the amount of \$100 made payable to "The Promenade Villas" (the "security deposit") must be mailed to: MCM, LLC, 1900 E. Warner Avenue, #1P, Santa Ana, CA 92705-5549, Attn: Oana Mitchell, as far in advance as possible, but no later than seven (7) days in advance of the requested date to ensure ample time to complete the

process. No action will be taken upon submitted request forms that are incomplete, unsigned or request forms submitted with no deposit.

11. Once the request is approved, the homeowner will be notified as to a date and time to receive the clubhouse key. A pre-inspection of the pool/clubhouse facilities will be conducted at that time with the homeowner and the Association. During the pre-inspection, any damage or problems present will be itemized on the Clubhouse Inspection form.
12. The clubhouse key must be returned no later than one day after the reserved date. A post-inspection will be conducted at that time. Any damage, problems or extraordinary cleaning resulting from the function or as a result of the actions of the homeowner and/or his/her guests will be itemized on the Clubhouse Inspection form. The cost of any such repairs and/or cleaning shall be deducted from the security deposit and the remainder of the deposit, if any, will be returned to the homeowner. If the costs exceed the amount of the security deposit, the homeowner shall be responsible for paying said additional amounts within thirty (30) days after receipt of a written demand from the Association.

\_\_\_\_\_  
(NAME OF REQUESTING HOMEOWNER / RESIDENT)

REQUESTED DATE: \_\_\_\_\_

\_\_\_\_\_  
(ADDRESS OF REQUESTING HOMEOWNER / RESIDENT)

REQUESTED TIMES: \_\_\_\_\_ TO \_\_\_\_\_

\_\_\_\_\_  
(TELEPHONE NUMBER OF REQUESTING HOMEOWNER / RESIDENT)

REQUESTED FACILITY:

CLUBHOUSE       POOL       BOTH

USE PURPOSE: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Requesting Homeowner's Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

APPROVED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

THE PROMENADE VILLAS HOMEOWNERS ASSOCIATION

By \_\_\_\_\_  
(Authorized Officer)

**DO NOT FORGET TO SUBMIT \$100 SECURITY DEPOSIT WITH THIS FORM**

Mail this form to:

MCM, LLC

1900 E. Warner Avenue #1P

Santa Ana, CA 92705-5549

Attn: Oana Mitchell

**WAIVER, RELEASE, INDEMNIFICATION AND LIMITATION OF LIABILITY**

**THIS FORM MUST BE SIGNED AND RETURNED TO THE PROMENADE VILLA HOMEOWNERS ASSOCIATION BOARD PRIOR TO ENTRY INTO THE PROMENADE VILLA HOMEOWNERS ASSOCIATION POOL AND/OR CLUBHOUSE. ANY RESIDENT AND GUESTS REQUESTING ACCESS TO THESE AREAS MUST SIGN.**

The undersigned acknowledges that The Promenade Villas Homeowners Association ("PVHOA") makes no warranties, express or implied, with regard to the pool and clubhouse located at 11500 Promenade Drive, Santa Fe Springs, California (herein the "Facilities") or the Facilities' recreation areas for any particular purpose. Effective immediately upon execution of this document, and as an express condition of being granted permission to use the Facilities as allowed under the PVHOA Rules and Regulations, the undersigned for themselves and their heirs, executors, administrators, successors and assigns, do hereby waive and forever discharge the PVHOA, its members, directors, officers, agents, employees, and any and all other persons, firms, corporations, associations or partnerships related thereto) (collectively, the "Releasees") from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries and damage and the consequences thereof resulting from the use of the Facilities by the undersigned or any of the undersigned's guests regardless of whether those claims arise from any alleged negligent, grows negligent or intentional act or omission on the part of the Releasees. The undersigned further agree not to institute any legal action seeking redress for claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have or which may hereafter acquire on account of or in any way resulting out of any and all known and unknown, foreseen and unforeseen injuries and damage and the consequences thereof resulting from the use of the Facilities by the undersigned or any of the undersigned's guests. The undersigned further agree to indemnify and hold harmless the Releasees from and against all claims, damages, losses and expenses (including attorney's fees), arising out of or resulting from any demand, claim, suit or action by the undersigned, their agents, successors, or assigns relating to the use of the Facilities by the undersigned or his/her guests. In the event that any damages are incurred by the undersigned for any reason that is not hereby waived and released, such damages are expressly limited to the amount, if any, that the undersigned has paid to the PVHOA in the form of dues for the three year period prior to incurring such damages. **THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS READ THIS WAIVER AND RELEASE IN ITS ENTIRETY AND HAS SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT.**

<hr/> <small>PRINT NAME</small>	<hr/> <small>SIGNATURE</small>	<hr/> <small>STREET ADDRESS</small>	<hr/> <small>DATE</small>
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Please complete and submit this form prior to the start of your use of the pool/clubhouse facilities to the Promenade Villas Homeowners Association – Pool/Clubhouse Chairperson