

VILLEMONT OWNER'S ASSOCIATION

CLUBHOUSE RESERVATION AGREEMENT (*Single Event*)

(Adopted 9-8-26)

RESERVATION POLICY

Fees: \$200 reservation fee (5-hour usage) + \$300 refundable security deposit, paid via two separate checks (personal, business, or cashier's check). Money orders are not accepted. Make checks payable to: Villemont Owner's Association

Insurance: The Member or authorized Tenant is required to obtain a one-day special event insurance policy with a general liability provision of at least one million dollars (\$1,000,000), which names the Villemont Owner's Association and Landmark Limited Group of Companies, Inc. as additional insureds on the date of the event. The Member's insurance shall be primary and non-contributory. The address of the facility is: 250 Talmont Circle, Roseville, CA 95678.

Required Documents: Reservation agreement, both checks, and a certificate of insurance must be submitted together to secure your date.

Booking: Reservations must be made at least 14 days in advance. Check availability with management before submitting. Your reservation is confirmed only upon receipt of written confirmation from management.

EVENT DETAILS

Date of Event: _____ Time of Event (5 Hours Max): _____

Type of Event (i.e. baby shower, birthday party): _____

Number of Guests (Max 30): _____

MEMBER (OWNER) INFORMATION

Owner Name: _____

Owner Property Address: _____

Owner Cell Number: _____

Owner Email Address: _____

TENANT INFORMATION (if applicable)

IMPORTANT: Tenants wishing to reserve the clubhouse must do so through the property owner or their authorized property manager. As the owner is the dues-paying member of the Villemont Owner's Association, they hold exclusive reservation privileges for the facility. The owner must complete and sign this Agreement, thereby granting the tenant permission to use the clubhouse and acknowledging that the owner remains fully responsible for compliance with all terms herein, the conduct of all attendees, and any damages or costs incurred during the reservation period. **NOTE:** Reservation requests submitted without an owner or property manager signature will not be accepted.

Tenant Name: _____

Property Address: _____

Tenant Cell Number: _____

Tenant Email Address: _____

OWNER AUTHORIZING TENANT TO RENT CLUBHOUSE

By signing below, I acknowledge that I am a dues-paying member of the Villemont Owner's Association and hereby authorize the tenant(s) named above to use the clubhouse on the reserved date. I accept full responsibility for ensuring compliance with all Association rules and policies, the conduct of all attendees, and any damages or additional costs incurred during the reservation period.

Owner Signature

Owner Printed Name

Date

VILLEMONT OWNER'S ASSOCIATION CLUBHOUSE AGREEMENT

The Villemont Owner's Association hereby grants the above-named Member or authorized Tenant the right to use the Villemont Clubhouse on the day(s), at the time(s), and for the function set forth above, upon all the following terms and conditions, and upon the terms and conditions set forth on the following pages of this Agreement:

PRIVATE, NON-COMMERCIAL USE. The use of the Clubhouse is for private, non-commercial, lawful use only. The Member or authorized Tenant shall conduct the function in an orderly manner in full compliance with all applicable laws and regulations.

CLUBHOUSE RULES AND REGULATIONS. The use of the Clubhouse is subject to the Clubhouse Rules and Regulations, as described in the Villemont Owner's Manual, in effect at the time of the function. The Clubhouse Rules and Regulations are incorporated herein by reference as if set forth herein in their entirety. All initially capitalized terms used herein shall have the meanings assigned to such terms in the Clubhouse Rules and Regulations.

AUTHORIZED TENANT USE. A Member may authorize a Tenant residing at their property within the Villemont community to use the Clubhouse on the Member's behalf. Such authorization must be provided in writing to the Villemont Owner's Association prior to the function. The Member shall remain fully responsible and liable for the conduct of any authorized Tenant and all Function Attendees, and all terms and conditions of this Agreement shall apply equally to the authorized Tenant as if the Member were personally hosting the function.

PARKING. The Member or authorized Tenant and all persons attending the function shall comply with all parking area rules of the Clubhouse, shall park only in designated areas, and shall observe all signs.

EVENT INSURANCE. The Member or authorized Tenant is required to obtain a one-day special event insurance policy with a general liability provision of at least one million dollars (\$1,000,000), which names the Villemont Owner's Association and Landmark Limited Group of Companies, Inc. as additional insureds on the date of the event. The Member's insurance shall be primary and non-contributory. The address of the facility is: 250 Talmont Circle, Roseville, CA 95678.

REFUND OF DEPOSIT. The security deposit shall be refunded only if: (a) the Clubhouse is left at the same level of cleanliness after the function as it was prior to the event; (b) there is no damage to the Clubhouse; and (c) there is no breach of this Agreement or of the Clubhouse Rules and Regulations as described in the Villemont Owner's Manual. Under all other circumstances, the Association shall be entitled to retain, as liquidated damages, the entire amount of the deposit to cover administration expenses, cleaning, and damage charges. The Member's liability for damage to the Clubhouse shall not be limited to the amount of the deposit.

JANITORIAL. The Clubhouse will not provide any setup services, nor will it rearrange furniture at the conclusion of the function. The Member or authorized Tenant shall be responsible for and

shall pay all janitorial and other clean-up costs, if required. These costs are in addition to the above fees. The Clubhouse will not provide any other services.

CONDITION OF PREMISES. The Member or authorized Tenant shall be responsible for and shall pay for all damage, expenses, and repairs resulting from the use of the Clubhouse pursuant to this Agreement. The Member or authorized Tenant shall also be responsible for and shall pay for cleaning and restoring the Clubhouse to the condition in which it existed prior to the function. A representative from the Villemont Owner's Association will inspect the Clubhouse prior to and after the function to determine its condition. If the Clubhouse, after inspection by the Association's representative, is deemed to be in good order (no damage, clean, and restored to the condition existing prior to the function), the full amount of the security deposit shall be refunded. If any damages are found, or if janitorial services are required, the Member or authorized Tenant shall pay all costs of repairs and janitorial services in full. Villemont Owner's Association may use as much of the deposit as may be reasonably necessary to pay for such costs and expenses. If the deposit is less than such expenses and costs, the Member or authorized Tenant shall reimburse the Association for such additional amounts within ten (10) days. Any unpaid balance beyond said ten (10) day period shall bear interest at 10% per annum from the date the cost was first incurred by the Association.

ASSUMPTION OF RISK; WAIVER; RELEASE. The undersigned Member or authorized Tenant intentionally and voluntarily assumes the full risk of injury and death to themselves, and to each and every person attending the function (individually and collectively, "Function Attendee"), which may result from any use of the Clubhouse, whether authorized or unauthorized (individually and collectively, "Clubhouse Use"), irrespective of whether or not any Function Attendees participated in the Clubhouse Use which resulted in injury or death. On my own behalf, and on behalf of each and every Function Attendee, I hereby waive the right to bring any "Claims" against the Villemont Owner's Association and their respective officers, partners, agents, employees, affiliates, directors, and attorneys (collectively, "Released Parties") as a result of Clubhouse Use; and I hereby release and discharge the Released Parties from any and all "Claims" I or any other Function Attendee may have, now or in the future, which are in any way related to any Clubhouse Use. "Claims" shall include, but shall not be limited to, all rights, remedies, actions, injuries, claims, losses, liabilities, damages, costs, and expenses of any kind or nature whatsoever which I or any other Function Attendee may have as the result of any act, occurrence, error, accident, omission, promise, or obligation of any one or more of the Released Parties. The releases in this paragraph are given by each such person on his or her own behalf and on behalf of his or her successors in interest, heirs, and assigns.

INDEMNIFICATION. I agree to be liable for any and all injury to persons and property at the Clubhouse, and for any and all injury to persons and property resulting from any Clubhouse Use, which is caused by me or any other Function Attendee. In addition, I will defend, indemnify, and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of the Clubhouse or participation in Clubhouse Use by me or any other Function Attendee. The Member shall remain jointly and severally liable for any and all obligations under this Agreement, regardless of whether an authorized Tenant is the signatory.

NO ASSIGNMENT; PERSONAL ATTENDANCE REQUIRED. This Agreement is not assignable. The Member or authorized Tenant must be in attendance at the function at all times.

DISPLAYS. All displays and/or decorations proposed by the Member or authorized Tenant shall be subject to the prior written approval of the Villemont Owner's Association in each instance. Any property of the Member, authorized Tenant, or their guests or invitees brought into the Clubhouse and left thereon, either prior to or following the function, shall be at the sole risk of the Member or authorized Tenant. The Villemont Owner's Association shall not be liable for any loss or damage to any such property for any reason. No decorations may be taped to the walls or ceiling, or affixed by putting holes in the walls or ceiling.

The undersigned agrees to all terms of this Agreement.

WAIVER, RELEASE, AND INDEMNIFICATION

Member hereby waives, releases, and discharges Landmark Limited Group of Companies, Inc., the Villemont Owner's Association ("Association"), its directors, officers, employees, and agents (collectively, "Released Parties") for any damage to or loss of any property, or injury to or death of any person or persons, resulting from or arising in connection with the use of the Association's facilities by Member and Member's family and guests. Member agrees to indemnify, defend, and hold Released Parties harmless from and against any and all claims, demands, or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by the Association in connection with the use of the Association's recreation facilities by Member and Member's family and guests (including but not limited to reasonable attorneys' fees and court costs). Member agrees to pay the Association in full and promptly upon demand for any loss of or damage to the Association's property caused by, or arising out of, the use of the Association's recreation facilities by Member and Member's family and guests.

Date _____

Member Name (Printed) _____

Member Signature _____

Date _____

Authorized Tenant Name (Printed, if applicable) _____

Authorized Tenant Signature (if applicable) _____