

**1600 HAMILTON PLACE COMMUNITY ASSOCIATION**  
**AGREEMENT FOR USE OF**  
**CLUBHOUSE & CLEANING AND SECURITY DEPOSIT**  
**Clubhouse location: 1475 Hamilton Place, San Jose, CA 95125**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the 1600 HAMILTON PLACE COMMUNITY ASSOCIATION, A California non-profit corporation (“Association”) and 1600 HAMILTON PLACE MEMBER (“Clubhouse User”) for use of the clubhouse on the following date: \_\_\_\_\_.

**RECITALS**

- A. Association is the owner and entity charged with maintaining and regulating the use of the Common Area at 1600 Hamilton Place, including the Clubhouse.
- B. Clubhouse User is a member, or tenant of a member, of the Association by virtue of ownership of a residential housing unit at 1600 Hamilton Place and desires to utilize the Clubhouse in accordance with the regulations applicable thereto.

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

1. Clubhouse hours: 8AM-11PM daily. **You may have access to the clubhouse on the day you have reserved ONLY!**

**The clubhouse event is restricted to inside the clubhouse facility and restroom use ONLY. No guests are permitted in the pool, hot tub or deck areas surrounding the Clubhouse (except use of the deck area for access to the restrooms).**

2. Use Fee: A separate check in the amount of **FIFTY DOLLARS (\$50)**.
3. Cleaning and Security Deposit: A separate check in the amount of **TWO HUNDRED DOLLARS (\$200)** received from Clubhouse User shall be held as a refundable Cleaning and Security Deposit. Clubhouse User shall return possession of the Clubhouse to the Association in the same condition in which it was found. Clubhouse User shall be required to clean the Clubhouse. Any cleaning or repair charges incurred by the Association shall be deducted from the Clubhouse User’s Cleaning and Security Deposit. Should said deposit not cover all charges incurred, Clubhouse User shall immediately, upon receipt of an invoice, pay all additional amounts due. The Cleaning and Security Deposit may also be withheld if Clubhouse User is fined as a result of violating Clubhouse rules. All unexpended portions of the Clubhouse User’s deposit shall be returned to Clubhouse User following inspection by the Volunteer Clubhouse Inspector and final determination of the amount to be returned. **NOTE: The security deposit will be forfeited if special arrangements for access are needed due to failure to pick up the clubhouse keys prior to the scheduled event.**
4. Regulations Governing the Use of the Clubhouse: Clubhouse User’s use of the Clubhouse shall be subject to 1600 Hamilton Place Declaration of Covenants, Conditions and Restrictions, Clubhouse rules adopted from time to time by the Association (attached), Association By-laws and any other and applicable rules and regulations. Clubhouse User covenants and agrees to conform to and abide by all of said rules and regulations including, without limitation, the following:

- a.) Clubhouse User shall clean and secure the Clubhouse and restrooms at the end of the party and return all tables and chairs to their original location. Clubhouse User shall lock said building and turn off all lights and appliances, except the refrigerator, after use;
- b.) Clubhouse User shall be present whenever Clubhouse User's guests are in the Clubhouse;
- c.) No pets of any kind shall be allowed in the Clubhouse;
- d.) No undue noise shall be allowed in connection with the use of said Clubhouse so as to annoy residents of 1600 Hamilton Place;
- e.) No more than seventy-six (76) people shall be allowed to utilize the Clubhouse;
- f.) **No commercial use shall be made in the Clubhouse such as by charging admission to gain admittance thereto or solicitation for a commercial enterprise.**
- g.) Keys to the Clubhouse will be returned to the Property Management Company within three (3) business days following the scheduled event or the Cleaning and Security Deposit will be forfeited. In the case of lost keys, the cost of re-keying security locks and producing all new keys necessary will be borne by the Clubhouse User.
- h.) **No decorations may be affixed to the walls or doors. Violations of this rule will result in automatic forfeiture of the deposit.**
- i.) No barbecuing, grilling, food preparation, or cooking of any kind allowed outside of the clubhouse kitchen.

**CLUBHOUSE USER ACKNOWLEDGES AND AGREES THAT COMPLIANCE WITH ALL APPROPRIATE RULES AND REGULATIONS IS HIS/HER RESPONSIBILITY AND ANY BREACH THEREOF BY GUESTS, INVITEES OR ANY OTHER PERSONS SHALL BE THE RESPONSIBILITY OF CLUBHOUSE USER.**

5. Violation of Agreement: Should Clubhouse User violate any of the terms of this Agreement or of the Clubhouse Rules, Clubhouse User shall lose his/her Cleaning and Security Deposit, and following noticed hearing and opportunity to be heard, may be denied the use of the Clubhouse for up to twelve (12) months. In Addition, Clubhouse User shall be subject to such other discipline as provided in the 1600 Hamilton Place Declaration of Covenants, Conditions and Restrictions.

6. Attorney's Fees: Should Attorneys' or Arbitrators' fees be incurred in enforcing this Agreement through litigation or arbitration, the prevailing party may recover Attorneys' fees.

7. Cancellation Fee: A \$5.00 cancellation fee will be charged if not canceled within 48 hours of the scheduled date.

Executed the day and year first above written. **I have read and understand all of the above "Agreement for Use of Clubhouse & Cleaning and Security Deposit".**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CELL PHONE: # \_\_\_\_\_ Email address: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_