

THE STONELAKE CLUB CABANA SCHEDULE OF FEES

AVAILABLE TIMES	RESERVATION FEE (NON REFUNDABLE)	DEPOSIT
<p style="text-align: center;"><u>CABANA</u> NO LOUNGE/LOBBY ACCESS <i>(30 people max.)</i></p> <p style="text-align: center;">11:00am - 9:00pm Tuesday - Sunday</p>	<p style="text-align: center;">\$25.00</p> <p style="text-align: center;"><i>Includes 10 guests (non members) each additional guest will be \$4.00 per person (no exceptions).</i></p>	<p style="text-align: center;">\$50.00</p>
<p style="text-align: center;"><u>BOTH CABANAS</u> NO LOUNGE/LOBBY ACCESS <i>(60 people max.)</i></p> <p style="text-align: center;">11:00am - 9:00pm Tuesday - Sunday</p>	<p style="text-align: center;">\$50.00</p> <p style="text-align: center;"><i>Includes 20 guests (non members) each additional guest will be \$4.00 per person (no exceptions).</i></p>	<p style="text-align: center;">\$50.00</p>

There will be a sign in sheet at the front desk for your guests to sign in upon entry. Please let staff know the name you would prefer on your sign in sheet. Every guest attending must be signed in, no exceptions. Any additional guest fees must be paid at the time of check out.

Emergency gate must remain closed during the event unless being used to load/unload. Loading and unloading permission will be granted at staff's discretion. Please check with staff prior to use.

There will be an additional fee of \$20.00 per hour for security if you will be serving alcohol at your event. Please notify staff at least 7 days prior to your event if alcohol will be served to ensure security is staffed accordingly. Alcohol insurance must also be provided 7 days prior to the event.

This schedule of fees is subject to change without notice. Clean-up time can not pass the end time. Any additional time will incur an overtime charge and be held from your deposit. Cabanas may not be combined with Lounge/Lobby rentals.

I have read and agree to the above fees and terms X: _____

Schedule of Fees for Event Deposits

Chairs/Closet (proper stacking and placement of chairs and tables)	\$50-\$100
Empty Trash/Reline	\$25
Dumpster/Wheelbarrow	\$50-\$100
Floors (scuffs, debris, spills)	\$45-\$75
Tables	\$30-\$50
Rugs/Furniture	Cleaning cost
Furniture arrangement	\$25-\$40
Decorations left behind	\$25
Kitchen/Fridge	\$45
Oven	\$75
Patio	\$40-\$100
Bathrooms	\$25 each
Vomit/Bodily fluids	\$100
Cabana clean-up	\$25-\$75
Trash caddy/Supplies	Replacement cost
Damage of any kind	Repair/replacement cost
Overtime	\$21 per hour (30 minutes over billed as a full hour)

I am aware that the approximate amounts listed above will be deducted from my security deposit should any of the items not be returned to the condition as they existed prior to the function.

Licensee signature: _____

**THE STONELAKE CLUB
CABANA RENTAL AGREEMENT**

3000 Riparian Dr. Elk Grove, CA 95757
(916) 714-9511

**ONLY STONELAKE MEMBERS ARE PERMITTED TO RENT THE FACILITIES
AND MUST BE PRESENT THROUGHOUT THE EVENT'S ENTIRETY.**

Date of Function:	Hours of Function:	Today's Date:
Approximate Number of Guests:	Nature/Type of Function:	Location: ___ Cabana # 1 ___ Cabana #2
Name of Licensee:		
Licensee Address:		
Email:		
Home Phone:	Secondary Phone:	
Member Card Number:		

**METHODS OF PAYMENT ACCEPTED ARE CHECK OR MONEY ORDER ONLY, AND MUST BE PAID
BY A STONELAKE MEMBER. NO CASH WILL BE ACCEPTED FOR ANY EVENT RELATED FEES.
RESERVATION FEE AND DEPOSIT ARE DUE AT THE TIME OF BOOKING, AND MUST BE PAID
SEPARATELY (TWO CHECKS OR MONEY ORDERS). BOTH AMOUNTS ARE DEPOSITED UPON RECEIPT.**

Reservation Fee Amount (non-refundable):	Deposit Amount:
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*I agree to the above fee amounts and am aware of all other event related fees that I may incur. Initials: X _____

Club Operator hereby grants the above Licensee the right to use those portions of the The Stonelake Club ("The Club") which are set forth above on the day, at the time(s) and for the function set forth on the following pages of this Rental Agreement:

- PRIVATE. NON-COMMERCIAL USE.** The use of The Club Facilities is for private, noncommercial, lawful uses only. The Licensee shall conduct the function in an orderly manner in full compliance with all applicable laws and regulations.
- CLUB RULES AND REGULATIONS.** The use of The Club Facilities is subject to The Club Rules and Regulations in effect at the time of the function. The Club 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 meaning assigned to such terms in The Club Rules and Regulations.
- PARKING.** The Licensee and all persons attending the member/its licensee's function shall comply with all parking area rules of The Club, shall park only in designated areas, and shall observe all signs.

4. **ALCOHOLIC BEVERAGES.** Members may only bring alcohol to The Club when they have a reservation for a private function, and are required to provide The Club with a certificate of insurance showing **one million dollars (\$1,000,000)** in liability insurance coverage naming the **Stonelake Master Association and FirstService Residential as an additional insured.** Insurance must be obtained and provided by Licensee. **The insurance policy must be turned in to the Stonelake staff no later than seven days prior to the event.** In no instance shall alcohol be permitted in the Pool Areas. Any person under the age of 21 who shall have in their possession or control alcoholic beverages on The Club Facilities shall be ejected from The Club. * **ASK OFFICE FOR INSURANCE EXAMPLE.**

YES ALCOHOL **NO ALCOHOL** Initials: X _____

5. **RESERVATION FEES (NON-REFUNDABLE).** **THE RESERVATION FEE IS NON-REFUNDABLE** (even if the function is cancelled by Licensee prior to the date of function or if the Licensee is terminated by The Club for breach of this License Agreement or The Club Rules and Regulations.)

6. **REFUND OF DEPOSIT.** The Deposit shall be refunded only if: (a) the Licensee holds its function as scheduled; (b) there is no damage to The Club Facilities; and (c) there is no breach of this License Agreement or of The Club Rules and Regulations. Under all other circumstances, The Club shall be entitled to retain, as liquidated damages, the entire amount of the deposit and the License Fee, to recover the administrative expenses and lost revenue of The Club. The member/ its licensee's liability for damage to The Club Facilities shall not be limited to the amount of the deposit.

7. **CONDITION OF PREMISES.** The Licensee shall be responsible and shall pay for all damage, expenses and repairs resulting from the use of The Club Facilities pursuant to this License Agreement. The Licensee shall also be responsible and shall pay for cleaning and restoring The Club Facilities to the condition as they existed prior to the function. The Club attendant will inspect The Club Facilities prior to and after the function to determine the condition of The Club Facilities. If The Club Facilities subject to this License Agreement, after inspection by the attendant, are deemed to be in good order (no damage, clean, and restore to the condition existing prior to the function), the full amount of the deposit shall be refunded. If any damage is found, or if janitorial services are required, the Licensee shall pay all cost of repairs and the expense of janitorial services in full. The Club may use so much of the deposit as may be reasonably necessary to pay for such cost and expenses, and if the deposit is less than such expenses and cost, the Licensee shall reimburse The Club Operator such additional amounts within ten (10) days of receipt of a written invoice from The Club Operator. Amounts not paid within such (10) day period shall bear interest at 10% per annum from the date the cost was first incurred by The Club.

8. **ASSUMPTION OF RISK; WAIVER; RELEASE.** The undersigned Licensee intentionally and unconditionally assumes the full risk of injury and death to me, and to each and every person attending the Licensee's function (individually and collectively, ("Function Attendee")), which may result from any use of The Club Facilities, whether authorized or unauthorized (individually and collectively, "**The Club**"), irrespective of whether or not any Guest Users participated in the Club 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 Club Staff, The Club Operator, the owner of The Club and The Stonelake Master Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Released Parties**") as a result of Club 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 Club Use. "**Claims**" shall include, but shall not be limited to all rights, remedies, actions, injury, claims, loss, liability, 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; and the releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

9. **INDEMNIFICATION.** I agree to be liable for any and all injury to persons and property at The Club, and for any and all injury to persons and property resulting from and Club 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 Club or participation in Club Use by me or any other Function Attendee.

10. FORCE MAJEURE. If for any reason beyond The Club Operator's control including, but not limited to strikes, labor disputes, accident, governmental regulations, lack of supplies, act of war, acts of God, The Club Operator is unable to perform its obligations under this License Agreement, such nonperformance shall be excused and The Club Operator may terminate this License Agreement without further liability of any nature, and shall return to the Licensee the License Fee and Deposit. In no event shall The Club Operator be responsible for damages of any nature for any reasons whatsoever including, without limitation, consequential or indirect damages.

11. NO ASSIGNMENT; PERSONAL ATTENDANCE REQUIRED. This Agreement is not assignable. The Licensee **must be in attendance** for the entire event.

12. SECURITY. Neither The Club, The Club Operator, The Club Staff nor The Stonelake Master Association make any representation or warranty regarding the security of The Club nor the safety of persons visiting The Club. It shall be the Licensee's responsibility to provide adequate security for the Function. The Club Staff may, in its sole discretion, require Licensee to engage a security consultant in light of the size and nature of the function, and to take, at Licensee's expense, such security measures as the consultant may recommend, including by way of example rather than limitation, the provision of uniformed guard(s) (without weapons), supervisor(s), usher(s) and or others (individually and collectively, "**Security Personnel**"). Neither The Club staffs failure to require a security consultant, nor The Club Staffs acquiescence to the security measures recommended by the security consultant shall constitute a representation or warranty regarding the security and safety of The Club or The Function. All Security Personnel furnished shall be supplied by the reputable licensed guard or security agency doing business in the Sacramento County, which agency shall be subject to the prior approval of The Club Staff. The Security Personnel are to coordinate with The Club Staff and shall concern themselves only with access to the space reserved hereunder, restricting their presence to those areas of The Club Facilities.

13. ATTORNEYS' FEE. In the event of any action or proceeding brought to enforce any one or more provisions of this License Agreement, the prevailing party shall be entitled to recover its attorneys' fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to other appropriate relief.

The undersigned agrees to all the terms of the Rental Agreement.

X _____
Member Signature

X _____
Date

IN ORDER TO GET YOUR DEPOSIT BACK EVERYTHING MUST BE CLEAN

CABANAS

- SWEEP AND HOSE DOWN CABANA GROUNDS AND FURNITURE
- RETURN ALL TABLES AND CHAIRS TO THEIR ORIGINAL LOCATION

TRASH

- EMPTY TRASH CANS AND REPLACE WITH CLEAN LINERS
- ALL TRASH COLLECTED MUST BE DISPOSED OF PROPERLY IN THE DUMPSTERS

PLEASE NOTE:

YOU WILL BE CHARGED FOR ANY DAMAGE TO THE CABANAS AND/OR FURNITURE

X _____
Member Signature

X _____
Date

I AM ALSO AWARE OF AND AGREE TO THE FOLLOWING

Initial next to each item:

_____ **CHECK IN:** All guests are required to sign-in with staff prior to attending the event. There will be no in and out privileges unless authorized by staff.

_____ **CHECK OUT:** A final walk through must be conducted before leaving the facility. At this time, a tally of your guests will be conducted and any fees incurred must be settled. Cash, check, or authorization to deduct amount due from your deposit must be given prior to leaving.

_____ **DEPOSIT:** The deposit refund will be processed upon the final inspection of the event location. A refund check will be issued by our accounting department, in Irvine, CA, and mailed to your address. This process can take up to 15 business days (3 weeks).

_____ **PATIO FURNITURE:** Limited tables and chairs are provided at the Cabana. Any additional seating needed is the responsibility of the Licensee. Tables and chairs from the covered patio area are not allowed to be used without prior approval from staff.

_____ **VENDORS:** Management must be notified and approve of any vendors that you plan to use the services of **7 DAYS PRIOR to the event** (i.e. DJ, bounce house, caterer) at least.

VENDORS: _____

X _____
Member Signature

X _____
Date