

THE STONELAKE CLUB CABANA SCHEDULE OF FEES

SUBJECT TO CHANGE WITHOUT NOTICE

RENTAL LOCATION & TIMEFRAMES	NON-REFUNDABLE RESERVATION FEE & CAPACITY	REFUNDABLE DEPOSIT
<p style="text-align: center;"><u>ONE CABANA</u> NO LOUNGE/LOBBY ACCESS</p> <p style="text-align: center;">Tuesday-Sunday 11:00 AM – 9:00 PM Including set-up and clean-up</p>	<p style="text-align: center;">\$25.00 – No Alcohol Additional \$22.00 per hour with alcohol</p> <ul style="list-style-type: none"> • 30 people maximum (Licensee and household members, Club members, and children of all ages count towards capacity amount) • Includes 10 non-members at no charge (customary 3 free guests per household policy does not apply for rentals) • Each additional non-member is \$4 per person – no exceptions 	<p style="text-align: center;">\$100.00</p> <ul style="list-style-type: none"> • Deposit will be cashed upon receipt • Refund is mailed to the address listed (see section 6 of the Agreement for terms), please allow approximately 4-6 weeks to be received • Deposit will be applied to the additional guest fees due
<p style="text-align: center;"><u>BOTH CABANAS</u> NO LOUNGE/LOBBY ACCESS</p> <p style="text-align: center;">Tuesday-Sunday 11:00 AM – 9:00 PM Including set-up and clean-up</p>	<p style="text-align: center;">\$50.00 – No Alcohol Additional \$22.00 per hour with alcohol</p> <ul style="list-style-type: none"> • 60 people maximum (Licensee and household members, Club members, and children of all ages count towards capacity amount) • Includes 20 non-members at no charge (customary 3 free guests per household policy does not apply for rentals) • Each additional non-member is \$4 per person – no exceptions 	<p style="text-align: center;">\$200.00</p> <ul style="list-style-type: none"> • Deposit will be cashed upon receipt • Refund is mailed to the address listed (see section 6 of the Agreement for terms), please allow approximately 4-6 weeks to be received • Deposit will be applied to the additional guest fees due

IMPORTANT INFORMATION REGARDING YOUR RENTAL

- Check-in and a pre-event walk through with the Licensee is required prior to event set-up. A sign-in sheet will be provided at the front desk on the day of your event. Please let staff know the preferred name for your sign-in sheet. Every person attending your event must be signed in, including Licensee and household members, Club members, guests, and children of all ages - no exceptions. Any additional guest fees incurred are due upon checkout.
- The emergency gate located near the cabanas must remain closed at all times during the event. Permission to use the gate for loading and unloading purposes may be granted at staff's discretion and will be based on staff availability.
- Intent to serve alcohol in any form must be reported no later than 7-days in advance of the event as security must be staffed accordingly (hours alcohol will be served, additional reservation fee and appropriate insurance policy must also be provided in this timeframe). If these requirements are not met, alcohol will not be permitted on the premises.
- Cabana rentals cannot be combined with an indoor rental.
- Any variances from what is noted in this agreement and/or special requests must be granted by the Manager in writing prior to the event.

I HAVE READ AND AGREE TO THE ABOVE TERMS AND FEES: _____

**THE STONELAKE CLUB
CABANA RENTAL AGREEMENT**

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

Licensee must be a Stonelake Member in good standing 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 are check or money order only, and must be paid by the Licensee. 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:
---	-----------------

***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 Licensee Agreement:

- 1. 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.
- 2. 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.
- 3. 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. **PATIO, GYM, AND AREOBICS ROOM ARE EXCLUDED.** Use of The Club Facilities is limited to those areas specifically licensed. The Pools, Patio and Fitness Center may not be licensed for private functions and is not included in the function Location for this License Agreement.

8. **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.

9. **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.

10. 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.

11. 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.

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

13. DISPLAYS. All displays and/or decorations proposed Licensee shall be subject to the prior written approval of The Club Staff in each instance. Any property of the Licensee or the Licensee's guests or invitees brought into The Club Facilities and left thereon, either prior to or following the function, shall be at the sole risk of the Licensee, and The Club shall not be liable for any loss or damage to any such property for any reason. Decorations must be adhered with tape of Command strips. No tacks, staples, or other puncture materials allowed.

14. 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.

15. 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 License Agreement.

X _____
Licensee Signature

X _____
Date

I am also aware of and agree to the following:

Initial next to each item below.

_____ **CHECK IN:** Check-in and a pre-event walk through with the Licensee is required prior to event set-up. A sign-in sheet will be provided at the front desk on the day of your event. Please let staff know the preferred name for your sign-in sheet. Every person attending your event must be signed in and obtain a wristband, including Licensee and household members, Club members, guests, and children of all ages - no exceptions.

_____ **CHECK OUT:** A final walk through with the Licensee must be performed before leaving the facility. At this time, a tally of your attendees will be conducted and any fees incurred will be deducted from the deposit.

_____ **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 the address on file. This process can take approximately 4 -6 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 use.

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

VENDORS: _____

Schedule of Fees for Cabana Deposits

In order to get your deposit back everything must be cleaned and returned to its original state.

CABANAS

- Sweep and hose down cabana grounds and furniture
- Return all tables and chairs to their original location
- Remove all decorations

TRASH

- Empty trash cans and replace with clean liners
- All trash collected must be disposed of properly in the dumpsters
- Return trash caddy to Staff

Please note the following amounts may be deducted from your security deposit if damaged or not returned to original state:

Empty Trash/Reline	\$25
Dumpster/Wheelbarrow	\$50-\$100
Tables	\$30-\$50
Furniture arrangement	\$25-\$40
Decorations left behind	\$25
Vomit/Bodily fluids	\$100
Cabana clean-up	\$25-\$75
Trash caddy/Supplies	Replacement cost
Damage of any kind	Repair/replacement cost
Alcohol on premises	If alcohol is served without the proper insurance submitted within the required timeframe -\$250
Overtime	<ul style="list-style-type: none"> • 30 minutes over - \$50 • 1 hour over – \$100 • Over 1 hour – Call to hearing with the Board for possible additional penalties, including suspension of privileges.

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. If costs exceed my deposit, I understand I am responsible to pay those remaining amount within 10-days from my event.

Licensee signature: _____