

VILLEMONT OWNER'S ASSOCIATION

RESERVATION AGREEMENT (SINGLE EVENT)

Date of Function:	No. of Guests:(Max 30)	Today's Date:
Hours of Function:	Nature/Type of Function:	Location of Function:
Name of Licensee:		
Licensee Address:		
Home Phone: _____	Member Home Phone: _____	
Cell Phone: _____	Member Cell Phone: _____	
E-Mail Address: _____	Member E-Mail Address: _____	
License Fee (s)— Non-Refundable: N/A	Deposit: \$200.00 refundable deposit (this check will be deposited in case there are damages or will be returned at end of month check run if there are no damages) Checks should be made payable to: Villemont Owners' Association \$50.00 non-refundable	Method of Payment: <input type="checkbox"/> Money Order <input type="checkbox"/> Local Personal Check

The Villemont Owner's Association hereby grants the above-named Licensee the right to use those portion(s) of the Villemont Clubhouse which are set forth above 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 License Agreement:

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

2. **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.
3. **PARKING.** The Licensee and all persons attending the Licensee's function shall comply with all parking area rules of The Clubhouse, shall park only in designated areas, and shall observe all signs.
4. **ALCOHOLIC BEVERAGES.** Members may only bring alcohol to The Clubhouse when they have a reservation for a private function and are required to provide The Clubhouse with a certificate of insurance showing one million dollars (\$1,000,000) in liability insurance coverage naming the Villemont owner's Association as an additional insured. In no instance shall alcohol be permitted in the Pool Areas. Any person under the age of 21, who shall have in his or her possession or control alcoholic beverages in The Clubhouse, shall be ejected from The Clubhouse.
5. **WAIVER OF ALCOHOLIC BEVERAGES. (This portion of the agreement must be signed if not providing the Association with a certificate of insurance as described in section 4.)** I _____
Hereby certify that no alcoholic beverages of any kind will be permitted at the Villemont Clubhouse during my private function, and failure to adhere to this policy will result in forfeiture of the refundable deposit and revocation of Clubhouse privileges.
6. **REFUND OF DEPOSIT.** The 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 License Agreement or of The Clubhouse Rules and Regulations as described in the Villemont Owner's Manual. Under all other circumstances, The Clubhouse shall be entitled to retain, as liquidated damages, the entire amount of the Deposit to cover the administration expenses, cleaning, and damage charges. The Licensee's liability for damage to The Clubhouse shall not be limited to the amount of the Deposit.
7. **FITNESS CENTER, POOL, PATIO, AND SPA AREA.** Use of The Clubhouse is limited to those areas specifically licensed. The Fitness Center, Pool, Patio, and Spa Areas may not be licensed for exclusive private functions.
8. **JANITORIAL.** The Clubhouse will not provide any setup services described above, and or rearrange furniture at the conclusion of the function. The Licensee shall be responsible for and shall pay all janitorial and other clean-up costs, if required. These costs are in addition to the License Fee. The Clubhouse will not provide any other services.
9. **CONDITION OF PREMISES.** The Licensee shall be responsible and shall pay for all damage, expense and repairs resulting from the use of The Clubhouse pursuant to this License Agreement. The Licensee shall also be responsible and shall pay for cleaning and restoring The Clubhouse to the condition they 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 the condition of The Clubhouse. If The Clubhouse subject to this License Agreement, after inspection by the Association's representative, are deemed to be in good order (no damage, clean, and restored to the condition existing prior to the function), the full amount of the Deposit shall be refunded. If any damages are found, or if janitorial services are required, the Licensee shall pay all costs of repairs and the expense of janitorial services in full. The Clubhouse may use so much of the Deposit as may be reasonably necessary to pay for such costs and expenses, and if the Deposit is less than such expenses and costs, the Licensee shall reimburse The Clubhouse such additional amounts within ten (10) day period shall bear interest at 10% per annum from the date the cost was first incurred by The Clubhouse.
10. **ASSUMPTION OF RISK; WAIVER; RELEASE.** The undersigned Licensee intentionally and conditionally 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 Clubhouse, whether authorized or unauthorized (individually and collectively, "**Clubhouse Use**"), irrespective of whether or not any Guest Users 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, 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.

11. **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.
12. **FORCE MAJEURE.** If for any reason beyond The Villemont Owner's Association control including, but not limited to, strikes, labor disputes, accident, governmental regulations, lack of supplies, acts of war, acts of God, The Villemont Owner's Association is unable to perform its obligations under this License Agreement, such non-performance shall be excused and The Villemont Owner's Association 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 Villemont Owner's Association be responsible for damages of any nature for any reasons whatsoever including, without limitation, consequential or indirect damages.
13. **NO ASSIGNMENT; PERSONAL ATTENDANCE REQUIRED.** This Agreement is not assignable. The Licensee must be in attendance at the function.
14. **DISPLAYS.** All displays and/or decorations proposed by the Licensee shall be subject to the prior written approval of The Villemont Owner's Association in each instance. Any property of the Licensee or the Licensee's 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 Licensee, and The Villemont Clubhouse 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 wall/ceiling.**

15. **SECURITY.** The Villemont Owner’s Association makes no representation or warranty regarding the security of The Clubhouse nor the safety of persons visiting The Clubhouse. It shall be the Licensee’s responsibility to provide adequate security for the Function. The Villemont owner’s Association, in its sole discretion, may 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 measure as the consultant may recommend, including by way of example rather than limitation, the provision of uniformed guards(s) (without weapons), supervisor(s), usher(s) and or others (individually and collectively, “**Security Personnel**”). Neither The Villemont Owner’s Association failure to require a security consultant, nor The Villemont Owner’s Association acquiescence to the security measures recommended by the security consultant shall constitute a representation or warranty regarding the security and safety of The Clubhouse or The Function. All Security Personnel furnished shall be supplied by a reputable licensed guard or security agency doing business in Placer County, which agency shall be subject to the prior approval of The Villemont Owner’s Association. The Security Personnel are to coordinate with The Villemont Owner’s Association and shall concern themselves only with access to the space reserved hereunder, restricting their presence to those areas of The Clubhouse.
16. **ATTORNEYS’ FEES.** 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 all other appropriate relief.

The undersigned agrees to all terms of the License Agreement.

License Signature

Date