



## **CLUB ROOM & CONFERENCE ROOM RULES & REGULATIONS**

Reservations must be made with Management at least seven (7) days prior to your event and no more than thirty (30) days in advance.

1. **Hours:** Club Room/Conference Room hours are 8:00 A.M. to 11:00 P.M.
2. **Reservations:** Recreational facilities are reserved for full time Residents of the Association and their Guests. Owners who have rented or leased their property are not entitled to use the recreational facilities. Each unit can only reserve either the Club Room or Conference room at one time. Reservations cannot be made for both rooms on the same day.
3. **Room Capacity:** The capacity of the Club Room is 35 persons. The capacity of the Conference Room is 65 persons. Number of guests must be approved prior to usage of the room.
4. **Fees & Deposits:** A non-refundable cleaning fee of \$15.00 is charged to Owners for gatherings that have food and beverages available. If food and beverages are available at the gathering, the deposit is \$300.00. If not, the deposit is \$50.00.
5. **No Smoking:** Smoking is prohibited inside the building.
6. **Alcoholic Beverages:** No person under the age of 21 will consume alcohol on the premises, as per federal law.
7. **Parking:** Guests are to park in designated guest parking only. Parking in reserved spaces is not permitted. Unauthorized vehicles will be towed.
8. **Other Rules:**
  - a. The Resident must be present at all times during the reservation. No one under the age of eighteen (18) is allowed in the Club Room/Conference Room without adult supervision. The homeowner is fully responsible for any damages incurred while utilizing the facility.
  - b. Doors to the Club Room/Conference Room must remain closed at all times. Doors may not be propped open for any reason.
  - c. There will be no live bands or excessive noise from stereo equipment. If any viable complaints are received from other homeowners, the party will end immediately. The deposit will be retained in full.
  - d. Nothing may be tacked, stapled or nailed to the walls or ceilings of the room. Tape may be used to hang balloons, banners, etc.
  - e. The Association is not liable or responsible for injury theft or damage to persons or property in connection with the use of the Club Room/Conference Room. The Association is not responsible for any personal property left in the Club Room/Conference Room.
  - f. The deposit is refundable if all areas used by guests are restored to their original condition, left in a satisfactory condition per the standards set by the Association, and if the homeowner has complied with all the rules and regulations listed. Any excessive cleaning fees or damage repairs will be deducted from the deposit. The homeowner will be held responsible for any items found missing or in disrepair. Failure to comply will result in an automatic forfeiture of the entire deposit.



**PIAZZA PALERMO OWNERS ASSOCIATION**  
**Recreational Facilities Reservation Form**

THIS AGREEMENT is made this day of \_\_\_\_\_, 20\_\_\_\_, by and between  
(Month/Day)  
the PIAZZA PALERMO OWNERS ASSOCIATION (“Association”) and  
\_\_\_\_\_, (“User”) at \_\_\_\_\_,  
(Owner/Resident of Unit) (Unit Address)

San Diego, CA.

This Agreement is made for the purpose of granting User the right to use the Association’s Club Room or Conference Room for a private gathering on \_\_\_\_\_,  
(Date of Event)

20\_\_\_\_, from \_\_\_\_ (a.m./p.m.) to \_\_\_\_ (a.m./p.m.). Such use of the facilities by Owner shall be subject to the following terms and conditions:

1. **Rules:** User hereby agrees to abide by and conform to all Rules and Regulations of Association, including, but not limited to, the Association’s parking regulations and the Association’s Governing Documents.
2. **Indemnification and Hold Harmless:** User agrees to use all equipment and facilities at User’s own risk, and acknowledges that Association does not warranty nor make any representations regarding the safety and condition of the equipment and the facilities. In consideration of the rights to use the Association’s Club Room or Conference Room and for other valid consideration, User agrees to indemnify and hold harmless the Association, its officers, directors, former officers and directors, agents, and employees, from any and all claims, demands, actions or causes of action known or unknown, including all injuries, deaths and/or damages arising out of, or in any way connected with, the use by User of the Association’s facilities. Association shall not be responsible for any damage or injury that may occur to User or to User’s agents, employees, invitees, guests, or property from any cause whatsoever during the period covered by this Agreement; and User hereby expressly releases Association from, and agrees to indemnify it against, any and all claims for such loss, damage, or injury.

USER INITIALS\_\_\_\_\_

3. **Security Deposit:** User hereby agrees to pay the Association a refundable deposit prior to use of the facilities. If food and beverages are available at the gathering, the deposit is \$300.00. If not, the deposit is \$50.00. Such deposit may be used by Association to pay any expenses, excessive cleaning, repairs or replacements required after use of the facilities by User. Refund of any unused deposit or requirement of payment of additional deposits shall be at the discretion of the Association.



4. Non-Refundable Cleaning Fee: A non-refundable cleaning fee of \$15.00 is charged to Users for gatherings that have food and beverages available.

FEE REQUIRED:  YES  NO

5. Number of Guests: The capacity of the Club Room is 35 persons. The capacity of the Conference Room is 65 persons. Number of guests must be approved prior to usage of the room. Number of guests:\_\_\_\_\_.

6. Liability Insurance: User shall obtain a general comprehensive liability policy of insurance in the amount of \$500,000 to cover, among other things, User's guests and agents during the use of the facilities for the private gathering, and shall name the Association as additional insured on such policy.

USER INITIALS\_\_\_\_\_

7. Covenants: User and User's invitees, guests and any persons admitted to the facilities by User, shall comply with all laws of the United States, the State of California, all ordinances of San Diego County, and all rules and requirements of the local police and fire departments.

User or User's invitees, guests and any persons admitted to the facilities by User, shall not injure or damage in any manner the facilities, and shall not cause or permit anything to be done whereby such facilities shall be in any manner damaged, marred, or defaced.

If the facilities, furnishing, equipment, or any portion of the project during the term of this Agreement shall be damaged by the act, default, or negligence of User or any of the User's invitees, guests or any persons admitted to the facilities by User, User shall pay to the Association, upon demand, any and all costs and fees to make repairs or replacements.

User shall be responsible for any attorney's fees and costs incurred by Association in enforcing any provisions of this Agreement.

Association reserves the right to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulation of Association, and to prevent any damage to or destruction of the project during the period of User's use.

User shall use the equipment and facilities in a proper and safe manner, and neither the Association nor any of its employees, agents, officers, or directors shall be responsible for instructing or otherwise supervising User's use of the equipment and facilities.

User shall not use the equipment or facilities if any health condition of User makes such use dangerous or hazardous to User or any other person using the equipment and facilities.



**PIAZZA PALERMO OWNERS ASSOCIATION**

By: \_\_\_\_\_  
**USER SIGNATURE** **DATE**

\_\_\_\_\_  
**PHONE**

\_\_\_\_\_  
**EMAIL**