



Pine Mountain Lake Association

Facilities Use Agreement

Name: _____
(Hereinafter referred to as "Organization")

Unit & Lot _____ **Phone #:** _____

Dates of Event(s): _____ **Time:** _____

Facilities: *Pine Mountain Lake Lodge, 20270 Pine Mountain Dr. Groveland, Ca 95321*

Intended Use of Facilities (Purpose): _____

Cost for use of Facilities: \$230.00 Fee and \$230.00 Refundable Cleaning Deposit (2 Checks)

Other Terms and Conditions: Insurance - One Day Event in the amount of \$300,000.00 for Liability

Special Request: Microphone Awning (seasonal)

Other: _____
(Additional Charges may apply for special requests)

(Note: Individual must have authority on behalf of the Organization to bind Organization to the terms of this Facilities Use Agreement)

Title of the Organization Representative: _____

I, the undersigned, representing the above Organization understand and agree that Organization will abide by and be bound to the following terms and conditions in consideration of The Association (hereinafter referred to as the "Association") allowing Organization to use the facilities listed herein.

1. The Association has the right to approve or reject all applications for use of Association facilities and priority will be given to Association affiliated groups, committees, and organizations.

2. Organization will conform to and comply with all of The Association's policies, rules and regulations and comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations in using the premises, and will not use the premises so as to create any nuisance, or in a manner that tends to increase the risk of fire or liability, or the cost of fire or liability insurance on the premises.

3. Organization shall use Association facilities only for the purposes identified by Organization, above.

4. Organization shall maintain general liability insurance as deemed appropriate by Association and shall provide proof of such insurance to Association.

5. Organization agrees to abide by all provisions of the Association's Resolution 88.06 (copy attached) relating to the sale or distribution of alcoholic beverages at any Association facility.

6. In the event that the Organization intends to sell or provide alcoholic beverages at any Association facility the Organization agrees to check all identifications of persons requesting to purchase and/or consume alcoholic beverages who are reasonably suspected to be under the age of majority, and to refuse the sale or availability of alcoholic beverages to such persons.
7. The Organization understands that the California Department of Alcoholic Beverage Control (ABC) is the administrative agency in charge of liquor licensing and that the Association shall make no determination regarding whether or not a liquor license must be obtained, nor shall the Association be responsible in any way for failure to obtain such liquor license.
8. Members of the Organization are prohibited from consuming alcoholic beverages while operating Association equipment or facilities including kitchen areas and all other areas where food is prepared or stored. This includes but is not limited to fryers, grills, knives and other cooking areas and equipment.
9. Organization shall reimburse The Association for all damages to Property incurred by Organization's use of said facilities. Organization agrees to return Association facilities to a condition substantially the same as they existed prior to Organization's usage of the facilities. Organization agrees to reimburse the Association for all costs associated with returning the facility to its previous condition.
10. Organization shall defend, indemnify, and hold harmless Association, its officers, agents and employees, from and against any and all actions, suits demands, losses, claims, liabilities and expenses (including reasonable actual attorney's fees and costs), by whomsoever brought or alleged, including, but not limited to, those arising out of bodily injury, death, or damage to property, which may be imposed upon, incurred by, or asserted against Association allegedly or actually arising out of or resulting from (i) Organization's breach of this Agreement; or (ii) the negligent act or omission of Organization's officers, employees, or agents in any way related to this matter.
11. Organization will provide sufficient, competent, adult supervision as mutually agreed upon by Organization and Association.
12. If Association personnel are used to provide service or support of any kind for any event of Organization, an additional charge of \$15.00 per employee, per hour, will be paid by Organization to the Association. No Association personnel may work or perform other services for the Organization unless done so with prior approval of the Association. Such time will be reimbursed by the Organization at the hourly rate listed above.
13. Organization will not use facilities for events that would discriminate against an Individual on the basis of race, color, creed, religion, national origin, sex, age, height, weight, marital status, veteran status, sexual orientation or disability.
14. In the event Organization breaches any terms of the Agreement, Association may immediately terminate this Agreement and Organization's right to use Association's facilities without liability and penalty to Association.

I, THE UNDERSIGNED, WHO HAS AUTHORITY TO BIND ORGANIZATION TO THE TERMS OF THIS FACILITIES USE AGREEMENT, HAVE READ THEM, UNDERSTAND THEM, AND AGREE THAT ORGANIZATION AND ALL PARTICIPATING MEMBERS OR VOLUNTEERS OF THE ORGANIZATION WIL BE BOUND BY THEM.

AGREED TO THIS _____ DAY OF _____, 20_____

Organization Representative

The Association Representative

Tina Cutright
Phone: 209-962-8600
Fax: 209-962-8655