

Pine Mountain Lake Association



Facility Use Agreement

for Lake Lodge 20270 Pine Mountain Drive, Groveland, CA 95321

Property Owner Name: _____ Unit & Lot: _____
[hereinafter referred to as "Organization"]

Event Date(s): _____ Event Time: _____ Phone #: _____

Intended Use of Facility (Purpose): _____

Cost for Use of Facilities: \$250 fee per day of use & \$250 Refundable Cleaning Deposit (2 checks)

If being catered, the cater needs to provide proof of \$300,000 Liability Insurance.

Name & Title of Organization Representative: _____

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

I, the undersigned, representing the above Organization understand and agree that the Organization will abide by and be bound to the following terms and conditions in consideration of Pine Mountain Lake 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. The Organization is leasing the facility, not the beach, as it is a common area per the CC&Rs.
3. Organization will conform to and comply with all of Pine Mountain Lake 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.
4. Organization shall use Pine Mountain Lake Association facilities only for the purposes identified by Organization, above.
5. Organization shall maintain general liability insurance as deemed appropriate by Pine Mountain Lake Association and shall provide proof of such insurance to Pine Mountain Lake Association.
6. 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.
7. 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.
8. The Organization understands that the 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.

9. 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 grills, knives and other cooking areas and equipment.
10. Organization shall reimburse Pine Mountain Lake Association for all damages to property incurred by Organization's use of said facilities. Organization agrees to return Pine Mountain Lake 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.
11. Organization shall defend, indemnify, and hold harmless Pine Mountain Lake 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 Pine Mountain Lake 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.
12. Organization will provide sufficient, competent, adult supervision as mutually agreed upon by Organization and Pine Mountain Lake Association.
13. No Pine Mountain Lake Association personnel may work or perform other services for the Organization unless done so with prior approval of the Association and the pay for all such hours must be done through Pine Mountain Lake Association's payroll and reimbursed by the Organization at their hourly rate.
14. 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.
15. In the event Organization breaches any terms of this Agreement, Pine Mountain Lake Association may immediately terminate this Agreement and Organization's right to use Pine Mountain Lake Association's facilities without liability and penalty to Pine Mountain Lake 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 WILL BE BOUND BY THEM.

AGREED TO THIS _____ DAY OF _____, 20_____.

Organization Representative

Pine Mountain Lake Association Representative

Member Relations

Phone: (209) 962-8600

Fax: (209) 962-8655

Resolution # 90.02

Amended: 9/17/90

Amended: 1/07/91

Amended: 3/04/91

Amended: 9/20/93

Amended: 09/10/11

LAKE LODGE USE & FEES

WHEREAS, use of the Lake Lodge is for the recreational and social functions of Association members, and after review, the Board of Directors hereby resolve that;

Recognized Groups of twelve or more property owners, list of approved groups attached hereto, and future groups, as approved by the Board of Directors, may schedule use of the Lake Lodge as long as adequate cleaning and non-abuse conditions exist at a fee to be established by the Board of Directors, which may be changed from time to time.

FURTHER RESOLVED, that upon inspection, after use, if the premises are deemed unsatisfactory as to clean-up, Recognized Group users will be charged a cleaning fee in the amount billed to the association by our Janitorial Service for this special clean-up, plus an Administration charge as per current fee schedule. If payment is not received, the group will be removed from the Recognized Group list.

FURTHER RESOLVED, that PMLA property owners, in good standing, may use the lake Lodge for a private party or a gathering by an advance sixty (60) day reservations and posting of a security and clean-up deposit as per current fee schedule with payment of fees as established by the Board of Directors from time to time. The security and clean up deposit will be refunded with fifteen (15) working days providing upon inspection, the premises are left in an orderly condition, and

FURTHER RESOLVED, no outside groups or non-property owners will be allowed to book the use of this amenity. No property owner may reserve the Lake Lodge for non-property owners or outside groups.

The serving of alcoholic beverages is covered under Resolution 88.06.

FURTHER RESOLVED, that use of this amenity will also be governed by rules and regulations as invoked by the Board of Directors from time to time.

IT IS FURTHER RESOLVED, that the Association shall have the right to cancel and reschedule groups for Association sponsored events by notifying recognized groups with a forty-five (45) days advance notice. All effort shall be made to reschedule the displaced group to another available opening.

Respectfully submitted,


Ian Morcott, Secretary

Pine Mountain Lake Association



Lake Lodge Check-in & Check-out Sheet

Fill out and return this form with your keys when event is complete.

Name of Responsible Party:
 Number of guests:
 Date & Time of inspection:
 Weather (rain-sunny-snow):
 Checked by:

Directions: enter "Y" for yes or "N" for no in the check-in & check-out columns.

Review	Outside		Comment
	Check-in	Check-out	
Doors locked upon arrival			
Any visible debris:			
Main walk way			
BBQ area			
Picnic area			
Playground			
Deck			
Any visible damage:			
Deck area			
Awning			
Building			
Surface of doors			

Review	Inside		Comment
	Check-in	Check-out	
Tables & chairs put away			
Carpet vacuumed			
Lights operational			
Restrooms:			
Door clean			
Mirror, towel & soap			
Enough toilet paper			
Enough paper towels			
Floors clean			
Kitchen clean			
Refrigerator & freezer empty			
No trash			
Dishes & silverware put away			

Describe any issues

Pine Mountain Lake Association



Lake Lodge Cleaning Instructions A Non-Smoking Facility

The responsible party must coordinate and verify the Lake Lodge is cleaned after each event before exit. They must also complete the check-in and check-out form. This form must be turned in to PML with the key when the event is complete.

The janitor's closet has supplies to aid in cleaning the Lake Lodge. Please use the following list as a cleaning guide:

- Clean the kitchen counters and sinks.
- Wash, dry and put away any dishes, silverware and/or coffeemakers (if used).
- Clean freezer and refrigerator inside and out.
- Empty the refrigerator and freezer of any and all items.
- Remove food scraps from kitchen sink and/or dishwasher and place in garbage can.
- Clean stove and oven inside and out.
- Verify the stove and oven have been turned off.
- Sweep the kitchen floor.
- Remove garbage from kitchen, restrooms, main area and deck areas. Ensure a clean liner is present in empty can.
- Remove staples, thumb tacks, etc. used for decorating the Lake Lodge.
- Gather all of the collected garbage and place in the kitchen.
- Return tables, chairs and portable bars to appropriate storage area located by the main entrance.
- Vacuum main area rug.
- Pull down the window shades.
- Ensure outside areas are clear of debris.
- Close awnings (if applicable).
- Turn out lights.
- Close and lock Lake Lodge doors.

Pine Mountain Lake



Important Phone Numbers

The Main Gate/Department of Safety: (209) 962 – 8615
Open 24 hours 7 days a week.

Note: if you need access to the building before 8 am, please call Safety in advance to make an appointment to have them meet you at the Lake Lodge and an officer will disarm the alarm system.

Pine Mountain Lake Administration Office: (209) 962 – 8600
Open Monday – Friday, 8:00 am to 4:30 pm. After hours, please call the main gate.

Maintenance: (209) 962 – 8612
Open Monday – Friday, 6:30 am to 2:30 pm. After hours, please call the main gate.

Lake Lodge Phone: (209) 962 – 8629

June 19, 1982

Resolution 82-5

82.5

RESOLUTION OF THE BOARD OF
DIRECTORS OF THE PINE MOUNTAIN LAKE ASSOCIATION

WHEREAS, the Board of Directors desires to ensure that Association equipment, facilities, and property be used only in a manner beneficial to the interests of the Association,

BE IT THEREFORE RESOLVED as follows:

- 1) No person or entity shall use, or allow or cause to be used, any equipment, facility, property, or utility of the Pine Mountain Lake Association for any purpose not authorized by the Board of Directors or the Executive Manager, or for personal use or gain.
- 2) No person or entity shall be authorized to purchase any property, tangible or intangible, on the account of the Pine Mountain Lake Association for any purpose not authorized by the Board of Directors or the Executive Manager, or for personal use or gain.

95.08

**RESOLUTION 95.08
May 22, 1995**

OUTSIDE CATERER INSURANCE REQUIREMENT

RESOLVED, that any outside caterer providing service at any Pine Mountain Lake facility shall, in addition to holding Pine Mountain Lake Association harmless, provide a Certificate of Insurance naming Pine Mountain Lake Association as Additional Named Insured on a Comprehensive General Liability Policy which includes Liquor Liability (if liquor is to be served),(and Product and Completed Operations coverages). Liability limits of said policy are to be not less than \$300,000.00.

Respectfully submitted,


William Wrighton - Secty.

WW:mc

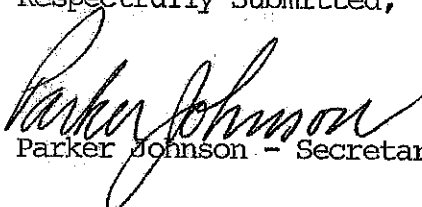
LIQUOR SERVED ON PINE MOUNTAIN LAKE PREMISES

- 1) A Pine Mountain Lake group or organization shall be permitted to serve alcohol while utilizing Pine Mountain Lake facilities even if such group or organization does not have liquor liability insurance currently in place, only if:
 - a. Such group/organization has been specifically approved prior to the function by the Pine Mountain Lake Association Board. In approving such group or organization, the Board shall consider the age of its members (i.e., whether they are all of majority age), their guest policy, the behavior history of the group, and the general nature, place and time of the function.
 - b. Such group or organization shall have executed an "Indemnification/Hold Harmless Agreement" prior to that function. Such agreement will contain a promise to check identification of all persons suspected to be minors.

CAUTION: An ABC license may be required. All groups/organizations are advised to contact ABC, Stockton, to determine whether a license may or may not be necessary.

- 2) With respect to non Pine Mountain Lake groups or organizations or events such as weddings or other gatherings to which minors are able to attend, the liquor policy should be adhered to. Such groups, organizations or events must either:
 - a. Show proof of sufficient liquor liability insurance and a liquor license specifically for the date or dates in question.
 - b. Employ the bar facilities (facilities, liquor and employees) of Pine Mountain Lake exclusively for their functions.

Respectfully Submitted,


Parker Johnson - Secretary

96.01

Resolution # 96.01
June 24, 1996
Amended: June 16, 2001

LIVE ENTERTAINMENT

WHEREAS, the common *areas and common* facilities of PNL are highly utilized by the membership, and


WHEREAS, one of the major purposes of the Association is to enhance fairly and equitably the common areas and common facilities for all property owners.

IT IS THEREFORE RESOLVED, that live entertainment will be allowed at the common *areas and common* facilities, and

FURTHER RESOLVED, that all live entertainment shall cease at *10:00 p.m., if outdoors or at midnight if indoors; and*

FURTHER RESOLVED, that the noise level shall be in compliance with sound levels provided as an addendum to *this Resolution.*

Respectfully submitted,



Otto Vetter, Secretary

NOISE LEVELS

For events *at the common areas and common facilities*, the following noise requirements would apply.

<u>Zoning Classification</u> <u>Receiving Property</u>	<u>Time Period</u>	<u>Noise Level (dba)</u> <u>of Sound Source</u> Lower of ambient Plus 5 dBa, or:
R-3, R-2, R-1, RE-1	7 am – 7 pm	60 Leq. (1 hour)
RE-2, RE-5, RE-10	7 pm – 10 pm	55 Leq. (1 our)
	10 pm – 7 am	50 Leq. (1 hour)

Leq. 1 hour refers to the average noise level measured over a 1 hour period. If the measurement location is on a boundary between two different zones, the noise level limit applicable to the lower zone shall apply.

(Tuolumne County General Plan)

SOUND LEVEL CONVERTED TO DECIBELS

Examples:

Leq – equivalent noise level = average

Scale goes up in multiples, similar to Richter Earthquake Scale

Chain Saw	120 Decibel
Live band at six feet	90 – 100 DB
Live band at 70-80 feet	70 – 80 DB
Typical Office	60 – 65 DB
Downtown Groveland daytime	60 DB
Few Blocks from Hwy 120	45 – 50 DB
Typical Neighborhood at night	35 – 40 DB

When a complaint is received, the Security Department will use a decibel meter to measure the noise. If it indicates that the noise level is being exceeded, a warning will be given. If the user is unable to maintain the legal noise level, the user will be directed to discontinue the activity.

Respectfully submitted,



Otto Vetter, Secretary