

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: \$350 fee per day of use & \$350 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.
- 16. 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.**

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