

# SEASCAPE VILLAGE OWNERS ASSOCIATION

## APPLICATION FOR CLUBHOUSE RESERVATION

OWNER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

HOURS OF EVENT: \_\_\_\_\_

TYPE OF EVENT: (NO COMMERCIAL USE ALLOWED) \_\_\_\_\_

# OF GUESTS ANTICIPATED: \_\_\_\_\_

WILL THERE BE ENTERTAINMENT? \_\_\_\_\_

TYPE OF ENTERTAINMENT: \_\_\_\_\_

IS FOOD TO BE SERVED? \_\_\_\_\_

NAME AND PHONE NUMBER FOR OWNER/RESPONSIBLE PARTY (If User is a Resident): \_\_\_\_\_

## WAIVER AGREEMENT

The Seascape Village owner applicant agrees that, except as a result of the active gross negligence of SEASCAPE VILLAGE OWNERS ASSOCIATION (Association), to indemnify, hold harmless, and defend the Association from any claims, losses, expenses, or any cost whatsoever, including, but not limited to, those resulting from bodily injury, including death, and/or damage to property of third parties, including, the Association, its owners, directors, officers, and employees, arising out of the function reserved herewith.

I certify that I have read and understand the attached Rules for Clubhouse Use and agree to assume full responsibility therefore.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
(OWNER)

1. Any owner/resident who wishes to use the clubhouse for private events may do so by contacting Curtis Management Company at (760) 643-2200. **To confirm the reservation, the owner must forward all completed forms and checks to Management no fewer than 14 days prior to the day reserved. Upon receipt of the paperwork, confirmation must then be received that a committee volunteer shall conduct the pre and post inspection.**
2. Owners are the only entities who may reserve the facility and owners shall be responsible for any damages. The resident must have the owner complete the information listed above. A resident must have the owner sign this document prior to confirming the reservation. A pre-inspection and post-inspection shall be performed for all events. After your reservation is confirmed, you may make arrangements 48 hours in advance for the key by contacting the pre-inspection committee member. Keys must be returned by 9:00 a.m. the next day or a \$50.00 key charge will be deducted from the deposit.
3. There is a \$50.00 rental charge for all events scheduled. Owners are responsible for putting away tables and chairs and removing trash and placing it into receptacles in enclosure .
4. A deposit of \$300.00 is required for all bookings. Management will hold the deposit until released by the clubhouse representative. If a disputes arises on rule violations or damages, the Board will be the final authority on releasing the deposit and determining the amount of damages. **Please make out two separate checks for each amount (payable to Seascape Village), as the deposit check will not be cashed unless damage is noted.** (See number 15)
5. All owners or residents who rent the facility must abide by all of the clubhouse rules and regulations. If there is damage to the facility, the owner will be assessed a minimum \$25.00 fine and will be responsible for the cost of repairs. Fine and repair costs will be deducted from the \$300.00 deposit unless the damage is greater than \$300.00, and then the owner's account will be assessed for the balance.
6. The following is included in this package: Recreation Facility Agreement; Clubhouse Rules and Regulations; Clubhouse Agreement and Clubhouse Inspection Checklist.

Return to:

Seascape Village Owners Association  
C/o Curtis Management Company  
5050 Avenida Encinas, Suite 160, Carlsbad, CA 92008  
(877) 587-9844

**SEASCAPE VILLAGE OWNERS ASSOCIATION**  
**CLUBHOUSE AGREEMENT**

The following is provided as a guideline. Please note that all Seascape Village Rules and Regulations apply, as stated in your CC&R's, and attached documents.

- A. **SECURITY DEPOSIT:** By signing below, I agree that all or a portion of the deposit can be retained by the Association for violating any of the rules on the attached Clubhouse Rules and Regulations.
  
- B. **CLEANING OF THE CLUBHOUSE:** As mentioned in the Clubhouse Rules and Regulations, the clubhouse must be cleaned immediately following the event. The Association's specifications for cleaning are as follows:
  - a) Removal of all decorations.
  - b) All trash removed and refrigerator emptied and cleaned.
  - c) Appliances and all furniture to be cleaned and returned to original set-up.
  
- C. **DELIVERIES/PICK-UPS:** You must arrange and be present for all pick-ups and deliveries (if any) to be made on the day of the event.
  
- D. **CLOSING OF THE CLUBHOUSE:** As mentioned in the Clubhouse Rules and Regulations, the following are the Association's specifications:
  - a) Lock all doors and windows.
  - b) Turn off air conditioner/heater in room.
  - c) Turn off all lights.
  
- E. **CLUBHOUSE RULES AND REGULATIONS (ATTACHED):** By signing below, I acknowledge that I have received, read and understand the attached Clubhouse Rules and Regulations.

Owner: \_\_\_\_\_  
Print Name Signature

Resident: \_\_\_\_\_  
Print Name Signature

Print Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Date: \_\_\_\_\_

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# SEASCAPE VILLAGE OWNERS ASSOCIATION

## CLUBHOUSE RULES AND REGULATIONS

*The owner and resident must initial each of the following rules and regulations and then sign at the last page.*

1. \_\_\_\_\_ ***Clubhouse Guests May NOT Use The Tennis Courts, Covered Pool Patio Area, Pool, Pool Area Or Spa Facilities.***
2. \_\_\_\_\_ ***NO Alcohol Is Permitted To Be Served.***
3. \_\_\_\_\_ The clubhouse representative along with the owner/resident shall inspect the clubhouse for cleanliness and prepare the clubhouse inspection checklist prior to the clubhouse keys being given to the owner/resident.
4. \_\_\_\_\_ Owner/resident is responsible for charges and damages if any occur.
5. \_\_\_\_\_ Owner/resident will be responsible for their guests while on Seascape Village property and will be responsible for any damage incurred.
6. \_\_\_\_\_ An adult owner/resident must be present at all times.
7. \_\_\_\_\_ The maximum occupancy for the clubhouse is **45**. If an excessive number of guests are found in the clubhouse, then the event will be immediately terminated.
8. \_\_\_\_\_ Curfew is **10 PM**; no overnight use is permitted.
9. \_\_\_\_\_ Nothing may be attached to the walls of the clubhouse. This includes tape, pins, thumbtacks or any other form of adhesive or fastener.
10. \_\_\_\_\_ The clubhouse must be in its original condition at the conclusion of your event. This includes folding and restoring all the tables and chairs. All trash receptacles must be emptied and all trash placed inside trash receptacles located in the pool equipment enclosure. The refrigerator and cabinets must be emptied of all food products and cleaned.
11. \_\_\_\_\_ Three keys will be given to the owner/resident. Two keys are for the clubhouse front door and the second key is for the clubhouse trash enclosure. These keys must remain in the possession of the signing owner/resident. These keys must be returned to the clubhouse representative no later than 9:00 a.m. of the day immediately following the day of the event. The resident/owner will be billed for any lost keys along with the cost of changing the locks and replacing all clubhouse/trash enclosure keys.
12. \_\_\_\_\_ Surrounding owners/residents are not to be disturbed. No loud or lewd music is permitted. Any offensive behavior or excessive noise that results in a call to the security company or the Orange County Sheriff's Department will result in the immediate termination of the event.
13. \_\_\_\_\_ No smoking in the clubhouse.
14. \_\_\_\_\_ Normal wear and tear will not be assessed to the owner/resident. This is what is covered by the rental fee. This includes carpet vacuuming and periodic cleaning, normal cleaning of the restrooms and kitchen facilities. Excessive use is defined as damage to the clubhouse carpet (including any stains), damage to doors and screens, damage to the restroom facilities or excessive soiling of the restrooms, spills in the kitchen to include counters, floor, ovens, refrigerators that have not been cleaned by the resident.

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**SEASCAPE VILLAGE OWNERS ASSOCIATION**  
**CLUBHOUSE RULES AND REGULATIONS**

15. \_\_\_\_\_ Excessive use of the clubhouse facilities as noted above along with any damage noted on the post use inspection will be deducted from the owner/resident deposit. Any excessive use not covered by the clubhouse deposit will be billed to the owner and will result in a hearing before the Board of Directors with the possibility of a fine assessed.
16. \_\_\_\_\_ Closing of building must be done in accordance with Association's specifications.
17. \_\_\_\_\_ Parking is limited to one car per spot in the clubhouse parking lot with the following exceptions. Limited clubhouse overflow parking is provided on Camino Alondra. Overnight parking is not permitted in the clubhouse parking lot. Violations of these parking rules will result in the offending cars being immediately towed at the vehicle owner's expense.
18. \_\_\_\_\_ No signage of the event is permitted anywhere in the community. Violations of the sign posting policy will result in the owner being called in for a hearing before the Board of Directors with the possibility of a fine assessed.
19. \_\_\_\_\_ Failure to follow any of these Clubhouse Rules & Regulations will result in restriction from future use of the clubhouse.
20. \_\_\_\_\_ Use of the clubhouse is for private social events only. No commercial use is allowed.

**RECEIVED, UNDERSTOOD AND AGREED TO BY:**

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Resident (If different)

\_\_\_\_\_  
Seascape Village Property Address

\_\_\_\_\_  
Date

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