



**POINT LOMA TENNIS CLUB
COMMUNITY CORPORATION
(PLTCCC)
BARBECUE AREA AGREEMENT**

Event Information

Date:

Time:

For any gathering where the Owner/Resident wants to have more than four (4) guests at the barbecue area at one time requires that this contract be executed.

This agreement is made between PLTCCC and _____, Owner/Resident of Unit # _____, for the permission to have up to ten (10) guests at the barbecue area.

Check the following areas which apply (***Recreational Facilities; Pool, Jacuzzi, Fire Pits, Clubhouse, and Pool Table are not included:***):

____ East Gas BBQ ____ 1 Table
____ West Gas BBQ ____ 2 Tables

There are a total of 5 tables, 2 grills, and 1 island. 2 tables, 1 grill, and the island must remain available for other Owners/Residents use at all times.

Special Conditions: In order to have more than ten (10) guests at the barbecue area Owner/Resident sponsoring the gathering will be accountable for the additional security (Patrol) fees at current company rate. Such fees are payable to Point Loma Tennis Club prior to the event.

____ Hours (enter number) ____ 5 Hours
____ 4 Hours (*minimum charge*) ____ 6 Hours

Owner/Resident agrees to the following terms and conditions:

Owner/Resident agrees that this is a non-exclusive use barbecue area agreement and that other Residents are able to use the recreational facilities. Owner will pay a rental deposit of \$200.00 at the time of the reservation. If more than 10 individuals will be attending, as stated under the Special Conditions the payment for the patrol fees of \$_____ are due by check or money order no later than the last working day before the function. PLTCCC also charges a \$25 service charge for a check not honored by Owner's/Resident's bank for any reason.

Your function must conclude at **9:00 p.m.** weekdays and **10:00 p.m.** on weekends. **Sunday** through **Thursday** will be considered weekdays. **Friday** and **Saturday** are weekends. New Year's Eve to be the exception when closing may be after midnight.

Owner/Resident understands that PLTCCC does not provide parking for guests, and it is the Owner's/Resident's responsibility to have Owner's/Resident's guests' park in the street. Owner/Resident understands that all illegally parked cars will be towed at Owner's expense.

Owner/Resident shall not permit more than 10 guests to occupy the premises at any one time during the term of the event unless they have complied with the Special Conditions portion of the Agreement. PLTCCC is granted the right to determine the number of persons on the premises at any given time.

If the PLTCCC patrol determines in his sole discretion that Owner's/Resident's function has exceeded 10 guests, and the Owner or Resident has not complied with the Special Conditions portion of the Agreement, the function shall cease and Owner/Resident and all persons on premises shall vacate the premises at once. In the case of minors under the age of 21, Owner/Resident agree that one (1) adult over the age of 25 will be present to supervise. PLTCCC management, Board of Directors and/or patrol may enter the premises at any time during the term of the event for the purpose of inspecting the premises.

Owner/Resident shall confine the function to the premises and Owner/Resident shall insure that all persons attending the function shall remain on the premises except for entering and exiting premises. Owner/Resident is responsible for any and all damages to the premises or the fixtures. Such damages include those incurred during the term of the rental and all damages of whatever nature or source which results proximately from the use of the premises by owner, whether incurred immediately before or after the term of rental. Owner/Resident acknowledges complete liability for damages regardless of any ability of Owner/Resident to prevent the damages incurred. Owner/Resident expressly assumes the responsibility for damages inflicted to the premises by uninvited guests as well as invited guests. Owner/Resident agrees that PLTCCC shall not be liable in any way for injury to or death of any person, and Owner/Resident agrees to hold PLTCCC harmless for any loss or injury suffered on the premises or for loss or damage to any article belonging to owner or Owner's guests. Owner agrees that PLTCCC shall not be liable and this Contract shall not be terminated because of any necessary interruption or interference with Owner's/Resident's use of the premises. Owner/Resident shall not drive nails or screws into the BBQ grill area, island, furniture, picnic tables and landscape. Shall not use glue or tape or in any way jeopardize the integrity of the landscape area, paint or finishing of stone or fixtures.

Owner/Resident accepts the premises as is and as being in good and sanitary condition and repair and agrees at the termination of the term of this rental to peaceably surrender the premises to PLTCCC in a clean and satisfactory condition. Owner/Resident agrees to pay for all breakage, loss, and damage and cleaning as necessary. Owner/Resident will provide all supplies and appliances for cleaning the premises after use. Owner/Resident will have it cleaned before leave the premises. If Owner/Resident does not clean the area after use, or does not clean it adequately, the Owner/Resident understands and agrees that PLTCCC will provide the cleaning at a cost to the Owner/Resident of \$35.00 per hour up to a maximum of \$200. Payment will be paid from the security deposit.

Owner/Resident shall not violate any City or County Ordinance or State Law in or about the premises. This includes any minor's use of alcohol or any use of drugs. Owner/Resident agrees not to disturb the quiet enjoyment of the Residents of PLTC including without limitation music or excessive noise of any kind. Owner/Resident agrees not to remove from the premises any articles of furniture without the prior written permission of PLTCCC Management or Board of Directors. Owner/Resident agrees not to bring upon the premises or allow to be brought upon the premises any dogs, cats, birds, fish or other pets of any kind. Service animals must have proper identification.

Owner/Resident agrees that should a legal dispute arise between PLTCCC and Owner/Resident, Owner/Resident will pay the actual cost, including attorney fees and costs, incurred by PLTCCC whether or not such action proceeds to Judgment.

Owner/Resident understands and agrees that if there are two or more persons collectively referred to as Owner/Resident, each shall be jointly and severally liable under this contract.

Owner/Resident agrees not to assign the contract or any interest within this contract, not to sublet the premises in whole or in part, without the prior written consent of PLTCCC.

Owner/Resident agrees not to charge third parties an admission fee of any amount for the use of the premises.

Dated: _____

PLTCCC Manager

Dated: _____

Owner/Resident

Dated: _____

Owner/Resident