



Oceanside Community Association
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CLUBHOUSE LIABILITY AGREEMENT

Homeowner _____ Unit _____ House # _____
Contact _____ Date of event ____/____/____
Email _____ Phone (____) _____

This Agreement is made for the purpose of granting a homeowner the right to sponsor an event at OCA. Such use of the Clubhouse by the homeowner shall be subject to the following conditions:

1. **Rules:** Homeowner hereby agrees to abide by and conform to all rules and regulations of Association, as contained in the Association's governing documents and Clubhouse Rental Policies included on the Clubhouse Reservation Request.
2. **Indemnification and Hold Harmless:** Homeowner, their guests and vendors uses the equipment and facilities at the Homeowner's own risk and acknowledges that the Association does not warranty or make any representations regarding he safety and condition of the equipment and facilities.
3. In consideration of the right to sponsor an event at OCA, and for other valid considerations, the Homeowner agrees to indemnify and hold harmless the Association, it officers, directors, former officers and directors, agents, and employees, from any and all claims, demands, actions or causes of action known or unknown, including all injuries, deaths and/or damages arising out of, or in any way connected with the use by the Homeowner of the Association's facilities.
4. _____ **Homeowner's Initials** The Association shall not be responsible for any damage or injury that may happen to the Homeowner or to the Homeowner's agents, servants, employees, invitees, guests or property from any cause whatsoever during the period covered by this agreement; and the Homeowner hereby expressly releases the Association from and agrees to indemnify it against any and all claims for such loss, damage or injury.
5. **Insurance:** A Certificate of Insurance is required for a homeowner's private event. At least one week prior to the event, the homeowner must provide the Association a Certificate of Insurance from the homeowner and any vendor serving food and/or beverages. The Certificate(s) of Insurance must provide \$1,000,000 in liability coverage for the date of the event naming the OCA as "Additional Insured." If the certificates are not received at least a week before, the event may be cancelled. Special event insurance for a single day event may be obtained by searching "special event insurance." Check out: www.privateeventinsurance.com and/or www.onedayevent.com

6. **Attendance:** The event must be attended by the homeowner or authorized tenant. A blanket invitation to the general public through flyers, flags, ads, etc. is prohibited. Inviting targeted audiences is permitted such as funeral attendees or members of an organization to which the sponsor has an affiliation.

7. Covenants:

- a. Homeowner and Homeowner's invitees, guests, and any person admitted to the Clubhouse by the Homeowner shall comply with all laws of the United States, the State of California, all ordinances of San Diego County and all rules and requirements of the local police and fire departments
- b. Homeowner and Homeowner's invitees, guests, and any person admitted to the Clubhouse by the Homeowner shall not injure nor damage the facilities in any manner, and shall not cause or permit anything to be done whereby such facilities shall be in any manner injured, marred or defaced.
- c. If the facilities, furnishing, equipment, or any portion of the project during the term of the Agreement shall be damaged by the act, default or negligence of Homeowner; Homeowner shall pay the Association upon demand any and all costs and fees to make repairs or replacements.
- d. Homeowner shall be responsible for any attorney's fees and costs incurred by the Association in enforcing any provisions of the agreement.
- e. The Association reserves the right to eject any person or person behaving in a disorderly manner or contrary to the rules and regulations of the Association and Clubhouse Rental Policies, and to prevent any damage to or destruction of the project during the period of the Homeowner's use.
- f. The Homeowner shall use the equipment and facilities in a proper and safe manner.
- g. The Homeowner shall not use the equipment and facilities if any health condition of the Homeowner makes such use dangerous or hazardous to the Homeowner or to any other person using the Clubhouse equipment and facilities.

THIS AGREEMENT is made between the Oceanside Community Association ("Association,") and Homeowner ("Homeowner"). This agreement includes the attached Clubhouse Reservation Request approved by OCA office staff.

Homeowner _____

Date ____/____/____

For OCA _____

Date ____/____/____