



# WESTPARK

PASEO WESTPARK  
MAINTENANCE ASSOCIATION

## **RECREATION FACILITY RESERVATION APPLICATION**

Reservations are required for gatherings at the Santa Cruz, Santa Clara, and Santa Ynez facilities that exceed ten [10] guests (but not to exceed 30 people).

The Recreation Facility Reservation Application, \$50.00 rental fee, and \$100.00 security deposit must be submitted to Management at least [fourteen (14) days] prior to the event date. A reservation is not considered confirmed until it has been approved in writing.

<b>MEMBER INFORMATION</b>	
<b>Resident Name:</b>	
<b>Owner Name (if applicable):</b>	
<b>Paseo Westpark Address:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>EVENT INFORMATION</b>	
<b>Date of Event:</b>	
<b>Facility Requested:</b>	
<input type="checkbox"/> <b>Santa Cruz Pool Area</b>	<input type="checkbox"/> <b>Santa Cruz Park</b>
<input type="checkbox"/> <b>Santa Ynez Park</b>	<input type="checkbox"/> <b>Santa Clara Pool Area</b>
<i>*The reservation includes the table seating areas only. At Santa Cruz, this includes the tables along the side of the pool area closest to the street (Paseo Westpark). The seating adjacent to the wader is to be kept open for resident use.</i>	
<b>Event Start Time (including setup):</b>	
<b>Event End Time (including Takedown):</b>	
<b>* Total event time shall not exceed six (6) hours</b>	
<b>Type of Event:</b>	
<b>Number of Guests (Maximum 30):</b>	
<b>Please list all other vendors providing services at the event:</b>	
<b>Are any alcoholic beverages being served on the premises?</b>	

**NON-REFUNDABLE RENTAL FEE: \$50.00**

**SECURITY DEPOSIT: \$100.00**

***Please enclose two (2) checks for the above-referenced amounts [EH1] payable to Paseo Westpark Maintenance Association and return to: Paseo Westpark Maintenance Association c/o Action Property Management, 320 Commerce Dr., Suite 200, Irvine, CA 92602.***

## **RECREATION FACILITY RESERVATION APPLICATION**

(Owner's Initials)

_____ 1.	I agree to be solely responsible to the Association for any personal injury or property damage done by my guests or myself, or my Tenant and their guests.
_____ 2.	I have read the Paseo Westpark Rules and Regulations and agree to abide by them at all times. I agree to be responsible for my guests', or my Tenant and their guests', compliance with the Rules and Regulations.
_____ 3.	I agree to indemnify and hold harmless Paseo Westpark Maintenance Association, its directors, officers and agents, including Action Property Management, from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by Association in connection with use of the Association's recreation facility by me, my Tenants, and any of our guests (including but not limited to reasonable attorneys' fees and costs).
_____ 4.	I understand that private swimming parties are not allowed.
_____ 5.	I agree to return the Recreation Facility to its original condition following conclusion of the event. All trash must be removed from the Recreation Facility, as must all personal items and decorations. I understand that I may forfeit my security deposit, and/or be required to pay for any damage or cleanup.
_____ 6.	I will be present throughout the entire event with a copy of this Agreement and will comply with any request to control noises or any disturbance.
_____ 7.	I agree to obtain a general liability insurance policy naming "Paseo Westpark Maintenance Association" and "Action Property Management, Inc." as additional insureds. Failure to provide the Certificate of Insurance at least seventy-two (72) hours before the event will result in cancellation of the reservation without a refund of the rental fee. The policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The endorsement shall provide that the insurance shall be primary and non-contributory to any policy of insurance held by Paseo Westpark Maintenance Association or its management company.
_____ 8.	I agree to provide any vendors providing a service under the reservation a copy of these Rules and Regulations and ensure that the vendors adhere to the Rules and Regulations and all applicable insurance requirements set forth above.
_____ 9.	I agree that if a vendor is brought on-site, who has not provided the required general liability insurance, the vendor will be asked to leave immediately and/or their services will be shut down for the duration of the event.
_____ 10.	I agree that if I, or any of our guests, in any way cause a disturbance to other residents, allow misuse of the common area (including bringing an unapproved outside vendor on-site), or cause damage to the common area, my event may be immediately shut down, I (or the Owner) may be called to an enforcement hearing and fined, held responsible for costs incurred by the Association, my future reservation privileges revoked, and/or my security deposit forfeited.

**I have read all the above and agree to abide by this Application, the CC&Rs and Rules & Regulations, and will ensure that the facility is cleaned up and restored to its original condition upon departure.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Paseo Westpark Maintenance Association**  
**Rules and Regulations for**  
**Recreation Facilities Reservation**

1. The common area recreation facility ("Recreation Facility"), as designated by the Board of directors, is available for private functions by advance reservation, not to exceed sixty (60) days nor less than fourteen (14) days in advance of the event. Availability is on a first come-first served basis. There is one (1) reservation available per day.
2. Parties of more than ten (10) guests require a completed Recreation Facility Reservation Application with the required insurance provided to Management at least seventy-two (72) hours prior to the event. Failure to comply with any of these requirements may result in immediate shutdown of the event, the Owner may be called to an enforcement hearing and fined, held responsible for costs incurred by the Association, and future reservation privileges revoked.
3. The Recreation Facility may not be used for purposes other than those approved by Paseo Westpark Maintenance Association.
4. All decorations must be contained to the reserved area and must be removed prior to end of facilities rental. No decorations are allowed which may damage the property.
5. A security deposit is due at the time the Recreation Facility Reservation Application is submitted. The security deposit will be refunded, less: (1) fines for violations, (2) the cost to repair or replace common area damage as a result of the event, (3) any other charge or cost incurred by the Association as a result of the event. If the security deposit is insufficient to cover fines, a Special Assessment will be levied against the Owner for the excess.
6. The resident making the reservation must be in attendance at all times from setup to cleanup.
7. Only the designated Recreation Facility may be reserved for a private function. The pool and spa areas may not be reserved.
8. If any Resident or their guest(s) in any way causes a disturbance to other residents, allows misuse of the common area (including bringing an unapproved outside vendor on-site), or causes damage to the common area, the event may be immediately shut down, the Owner may be called to an enforcement hearing and fined, held responsible for costs incurred by the Association, and future reservation privileges revoked, and/or security deposit forfeited.

9. Resident making the reservation and any vendors providing a service under the reservation must obtain a general liability insurance policy naming "Paseo Westpark Maintenance Association" and "Action Property Management, Inc." as additional insureds. Failure to provide the Certificate of Insurance at least seventy-two (72) hours before the event will result in cancellation of the reservation without a refund of the rental fee. The policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The endorsement shall provide that the insurance shall be primary and non-contributory to any policy of insurance held by Paseo Westpark Maintenance Association or its management company.

The Board of Directors has the discretion to waive the insurance policy requirements for vendors or equipment suppliers that it may deem to be low-risk.

10. The Recreation Facility must be returned to its original condition following the event. All trash must be removed from the Recreation Facility, as must all personal items and decorations. I understand that I may forfeit my security deposit, and/or be required to pay for any damage or cleanup.