

PALA RANCHO CABANA CLUB

CONDITIONS OF USE AGREEMENT

This Agreement governs the use of the Pala Rancho Cabana Club facility (“Facility”). By reserving or using the Facility, the renter (“Renter”) agrees to all terms and conditions outlined below.

1. ELIGIBILITY & RESPONSIBILITY

1.1 The Facility may be reserved only by:

- Pala Rancho HOA homeowners in good standing
- Authorized tenants of homeowners with homeowner approval

1.2 Tenants must have authorization from the homeowner. The homeowner assumes full responsibility for the reservation and compliance with this Agreement.

1.3 The HOA reserves the right to verify eligibility at any time and deny or cancel reservations that do not meet requirements.

2. RESERVATIONS

2.1 Reservations are made through the designated booking system.

2.2 A reservation is confirmed only when:

- The required rental fee is paid in full, and
- The Renter agrees to this Agreement

2.3 The Facility may only be used for the purpose stated in the reservation unless prior written approval is granted.

2.4 Reservations are non-transferable and may not be reassigned, subleased, or used by another party.

3. FEES & DEPOSITS

3.1 Rental fees and any required security deposit are established by the HOA and published at the time of booking.

3.2 Security deposits, if required, must be submitted prior to receiving access to the Facility.

3.3 The security deposit may be withheld, in whole or in part, for:

- Damage to the Facility
- Failure to clean or restore the Facility
- Violations of this Agreement

3.4 The Renter is responsible for any additional costs resulting from:

- Damage
- Excessive cleaning
- Lost keys or re-keying
- Rule violations

4. CANCELLATIONS & CHANGES

4.1 Cancellation and refund terms are defined at the time of booking and apply to all reservations.

4.2 Reservations may not be rescheduled. Any change of date requires cancellation and a new reservation, subject to availability.

5. ACCESS & USE HOURS

5.1 Facility use is limited to the reserved time period.

5.2 Unless otherwise specified, use of the Facility is limited to:

- **8:00 AM – 10:00 PM (same-day use)**

5.3 Setup, event activities, and cleanup must all be completed within the reserved time.

5.4 Events exceeding permitted hours may result in additional charges and/or forfeiture of deposit.

6. SOUND & AMPLIFIED MUSIC

6.1 Amplified music is permitted but must be always maintained at a reasonable and controlled volume.

6.2 Sound must not:

- Unreasonably disturb surrounding residents
- Be clearly audible at excessive levels beyond the immediate Cabana area

6.3 All music and amplified sound must comply with local noise ordinances and must end no later than **10:00 PM**.

6.4 The HOA reserves the right to require volume reduction at any time if sound levels are deemed excessive or disruptive.

6.5 Failure to comply may result in:

- Immediate termination of music
- Loss of security deposit
- Additional charges or denial of future reservations

7. CLEANING & FACILITY CONDITION

7.1 The Facility will be provided in its current condition.

7.2 The Renter is responsible for returning the Facility in clean and orderly condition, including:

- Removal of all trash
- Cleaning of restrooms, surfaces, and appliances
- Sweeping and mopping floors
- Removal of all event-related items from interior and exterior areas

7.3 Failure to meet cleaning requirements may result in additional charges.

7.4 Glitter, confetti, and similar materials are strictly prohibited.

8. DAMAGE & LIABILITY

8.1 The Renter is responsible for any damage to the Facility or surrounding property during use.

8.2 The Renter agrees to indemnify and hold harmless the Pala Rancho Cabana Club, HOA, and its representatives from any claims, damages, or liabilities arising from use of the Facility.

8.3 Any injuries or damages must be reported promptly.

9. CONDUCT & SAFETY

9.1 The Renter is responsible for the conduct of all guests.

9.2 The HOA reserves the right to:

- Enter the Facility during any event
- Remove individuals or terminate events that violate rules or pose safety concerns

9.3 The Renter must comply with all local, state, and federal laws.

9.4 The following are prohibited:

- Smoking inside the Facility
- Gambling
- Unauthorized animals (except service animals)
- Use of hazardous or damaging materials

10. DECORATIONS & EQUIPMENT

10.1 No nails, screws, stakes, or permanent fasteners may be used on or around the Facility.

10.2 Equipment may not be removed from the Facility.

10.3 Jump houses and similar equipment must comply with HOA placement and power requirements.

10.3.1 Jump houses may ONLY be on the tan bark to the right of the cement patio

10.3.2 Jump houses may not use Pala Rancho electricity

10.4 The HOA does not provide audio/visual equipment.

11. KEYS & ACCESS

11.1 The Renter is responsible for:

- Picking up and returning keys as instructed
- Ensuring the Facility is secured after use

11.2 Lost keys may result in replacement or re-keying charges.

12. ENFORCEMENT & VIOLATIONS

12.1 Violation of this Agreement may result in:

- Loss of deposit
- Additional charges
- Immediate termination of the event
- Denial of future reservations

12.2 The HOA may impose additional requirements as necessary to protect the community.

13. ACKNOWLEDGMENT

By reserving the Facility, the Renter acknowledges and agrees to all terms of this Agreement.