



VUE HOMEOWNERS' ASSOCIATION RECREATIONAL FACILITIES RESERVATION INFORMATION

The Recreational Facilities are primarily for the development of educational, social, cultural and recreational programs for residents. The Recreational Facilities are not to be used by residents for personal profit or financial gain, business related activities, political purposes, or fund raising for external charitable purposes.

When applicable, a security deposit and usage fee **MUST** accompany the completed application at least seven (7) days prior to the event. Residents seeking to use the Recreational Facilities should plan ahead as reservations to use the Recreational Facilities are available on a first-come, first-serve basis. Reservations are not accepted for holidays or holiday weekends. For questions regarding holidays/holiday weekends or to clarify which days are not available for reservations, please contact the concierge. Applications will not be accepted more than six months in advance of the function. Management will review the application for availability and receipt of all documents and fees. At least twenty-four (24) hours prior to the function, the resident must provide, to Management or if applicable the lobby attendant, a guest list of persons attending the event at the Recreational Facilities, and (*when required*) a certificate of liability insurance naming as additional insured the Vue Homeowners' Association and Management. Only guests on the guest list will be admitted. **Please note that a reservation is necessary with parties larger than eight, for exclusive use and if food or beverages will be served.**

All functions **must** be over, with facilities cleaned and trash removed, by the end of the reserved time. The lobby attendant will be present to enforce closure times.

The security deposit will be refunded to residents only after a representative of Management has reviewed the completed facility inspection sheet to assure there has been no property damage or a violation of the Vue Residential Handbook, which may require payment and/or reimbursement to the Vue Homeowners' Association.

Management has the right to deny any application based on priority use by the Board of Directors or the Vue Homeowners' Association, or in their general judgment based on the size or nature of the event. Management has the right to increase usage fees if residents have more actual guests than indicated in the reservation. In no event may the number of attendees exceed the maximum capacity of the Recreational Facilities as determined by applicable Fire Code.

Cancellations

Must be made 48 hours in advance to assure return of the Usage Fee.

Usage Fees for the Rooftop Terrace, Pool/Spa Area, Community Room and Business Center are set forth on the current Fee Schedule available from Management.

The usage fee is used to cover cleaning related expenses, normal wear and tear to furnishings, barbecue equipment, as well as for the administrative oversight of the rental process. The usage fee, and security deposit, must be paid at the time the reservation application is submitted.

To ensure that the Recreational Facilities are returned to their original condition, there is also a security deposit that will be required at the time of application as set forth on the current Fee Schedule available from Management. This deposit, or a portion thereof, may be returned so long as no damage is sustained in conjunction with the use of the areas. Any damage in excess of the deposit will be charged to the reserving resident.



Recreational Facilities Rules

1. Carpooling is encouraged, as the guest parking structure must accommodate not only your guests but also the guests of the other residents who may be visiting at the same time of your function. Functions requiring parking in excess of twenty (20) vehicles must advise Management to determine the appropriate arrangements which may include valet service at the reserving resident's sole cost.
2. The reserving resident is responsible for returning the Recreational Facilities to its original condition (i.e. trash, food and decorations disposed of, furniture arranged and stored in storage closet as original condition prior to event, and floors mopped/vacuumed). Confetti may not be used to decorate, staples on the walls are prohibited and rice or birdseed is not allowed to be thrown. All damage or cleanup costs for failure to meet these requirements will be charged to the reserving resident.
3. Functions with minors (persons under the age of 18) require at least one adult chaperone per 10 minors. Failure of this requirement will constitute forfeit of a security deposit and immediate cancellation of the party.
4. You must be at least 21 years of age and be the Owner of record to reserve the Recreational Facilities. If you rent your home, proof of your resident status must be provided along with the application and the Owner of record must sign the application (*not required for Dwell tenants*). The Owner of record, as a Member of the Association, is responsible for the conduct and actions of his/her resident, including compliance with all rules and regulations, including these Recreational Facilities rules and regulations. The Owner shall also be responsible for reimbursing the Association and paying for any costs or expenses charged to the reserving resident, if unpaid by the resident, after notice and hearing.
5. The application must be filled out by the resident requesting use of the Recreational Facilities. The name on the check (s) must match the name on the application.
6. The reserving resident on the application must be present at all times. Failure of this requirement will constitute forfeiture of the entire security deposit and immediate cancellation of the function.
7. All deposits and fees required for reserving the Recreational Facilities are determined by the Vue Homeowners' Association and the Board of Directors and enforced by Management on their behalf.
8. All Usage Fees are non-refundable. Security Deposits may be refundable. Fees and Deposits are payable to the Vue Homeowners' Association.
9. All reservations are made by Management in accordance with approved procedures by the Vue Homeowners' Association and the Board of Directors.
10. Residents may make reservations by submitting a completed application, a certificate of insurance (*when required*) and any required deposits and fees. No reservation shall be made without all of the above.
11. All reservation dates are subject to availability. A reservation is not confirmed until written confirmation is received.
12. The resident responsible for the function shall reimburse all costs for damages pertaining to violations of these rules and the Vue Residential Handbook.
13. Management reserves the right to terminate any function due to excessive noise, abuse of the facility, violation of this contract or failure to adhere to the Vue Residential Handbook.



14. The reserving resident shall compensate the Vue Homeowners' Association for any excessive costs for outside services, such as fire and/or police, levied against the Vue Homeowners' Association as a result of actions of the reserving resident and/or such resident's guest's use of the Recreational Facilities.
15. Management, the Vue Homeowners' Association and the Board of Directors are not responsible for the set up or clean up of any function unless such function is sponsored by the Vue Homeowners' Association or the Board of Directors.
16. The reserving resident is responsible for keeping his/her guests within the reserved area.
17. The sale of alcoholic beverages is not permitted; nor is the consumption of alcoholic beverages by persons under 21 years of age.
18. The responsible Owner and reserving resident agree to indemnify, hold harmless and defend the Vue Homeowners' Association, Management and their agents and employees, and the Association's Board of Directors, from and against any and all claims for damage, liability, loss of property injury, expense and costs (including, without limitation, attorneys fees and costs and costs of enforcing this indemnity) related to or arising from the reservation and use of any Association facility.
19. (*When required*) The reserving resident agrees to provide the Vue Homeowners' Association with a Certificate of Insurance naming as additional insured the Vue Homeowners' Association and Management, for the date and time of the function. This certificate is available through the homeowner's insurance agent. It can be faxed or delivered to Management.

SWIMMING POOL & SPA

1. Pool and Spa hours are Sunday to Thursday, 5 a.m. to 10 p.m., and Friday to Saturday, 5 a.m. to 11 p.m. We ask that you please be considerate of your neighbors while using the pool and spa.
2. NO LIFEGUARD IS ON DUTY! Lifeguard or supervisory service is not provided. Even if a monitor is present, anyone using the recreational facilities shall do so at their own risk, responsibility and liability.
3. Recreational facilities are reserved for full-time residents of the community and their guests. **Guests must complete a waiver of liability form** (available at www.vuehoa.com or the front desk) and return to Management. Owners who have rented or leased their property are not entitled to use the recreational facilities. **Residents must accompany their guests at all times when using the recreational facilities.**
4. Anyone not abiding by these Guidelines or any posted rules may be asked to leave the pool or spa areas.
5. Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa. For safety reasons, children under the age of 14 years are not allowed in the pool or spa area unless accompanied by an adult 18 years of age or older.
6. SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.
7. All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants, and a swim suit while using the pool or spa.
8. Appropriate bathing attire must be worn.
9. Surfboards, boogie boards, beach balls, floating or inflatable devices are not permitted in the pool or spa.



10. Pets of any kind are not permitted in the pool or spa areas except with the specific prior written approval of the Board.
11. For safety reasons, **no glass or sharp objects** are allowed in the pool or spa. If glass or sharp objects are brought to the pool area and they cause an accident, the responsible Owner will be liable for the cost of any resulting damage or injury. Only plastic or suitable non-breakable containers are allowed near the pool area.
12. Diving is not permitted in any areas of the pool or spa. Running, pushing or boisterous activity in or around the pool or spa areas is also prohibited.
13. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into or around the pool or spa.
14. Wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are not allowed in the pool or spa area.
15. Cellular phones, radios, cassette, or CD players must be battery operated and headsets must be worn. The Association may post additional rules regarding the use such devices at the pool area.
16. Each resident is responsible for placing his/her (and guests') litter and debris in the trash receptacles prior to leaving the pool and spa area.
17. With the exception of the spa timer, adjustment of any control regulating to the pool or spa, lights or other common service is not permitted. Upon arrival of the pool and spa maintenance crew, pool or spa users may be asked to temporarily vacate the pool or spa areas until cleaning and service is completed.
18. Pool areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool and spa area is strictly prohibited. Gates are to remain closed and locked at all times. Access FOBs are provided to every Unit. The lending of keys to non-residents for use of the pool and spa area is strictly prohibited.
19. The Association reserves the right to limit, on a reasonable basis, the number of guests using the recreational facilities at any given time. If a resident intends to have eight (8) or more guests using the recreational facilities, the resident must schedule such event with the concierge and submit a reservation form and fee (as set forth on the current Fee Schedule available from Management) 7 days in advance of the party or event. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.
20. It is the resident's responsibility to pay for the service of an extra attendant if you are expecting over 20 guests. These services will be billed at a direct pass through rate of \$25 per hour with a four-hour minimum and are subject to change. Advance arrangements and payment through Management are necessary. A check for the extra attendant shall be made out to the Vue Homeowners' Association and is expected at the time your application is submitted. Any applicable fees will be charged for the entirety of your function, not simply when the function is in progress. Failure to comply with these requirements may result in a \$100.00 fine.
21. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long exposure may result in nausea, dizziness or fainting.
22. It is recommended that individuals not use the pool alone. The "buddy" system is recommended for all swimmers at all times.
23. Persons with open cuts, wounds or rashes may not use the pool or spa. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool or spa.
24. Intoxicated persons are prohibited from using or being in close proximity to the pool, sauna or spa.



25. Cabanas have been installed in the pool area for the use and enjoyment of all residents and guests. Cabanas are available on a first come first serve basis and are not allowed to be reserved.
26. The Pool Area may be reserved for a function up to four (4) hours. However, the reserving resident may request an extended reservation of up to six (6) hours for an additional \$25 per hour beyond the fees associated with the four (4) hour reservation block.



**VUE HOMEOWNERS ASSOCIATION
RECREATIONAL FACILITY APPLICATION AND AGREEMENT FOR POOL/SPA AREA**

APPLICATIONS MUST BE SUBMITTED SEVEN (7) DAYS PRIOR TO USE

Cancellations must be forty eight (48) hours in advance to assure return of Fees and/or Security Deposit

Unit # _____ Resident: _____ Homeowner *Tenant

*All tenants must obtain the signature(s) of the homeowner(s) of record on this Application and the Use and Rental Agreement.

Address: _____

Telephone: Eve () _____ Day () _____

Reservation Date: _____ Start Time _____ a.m./p.m. Stop Time _____ a.m./p.m.
(include set-up time) (include clean-up time)

Type of Function: _____ (the "Event")

Purpose of Event: _____

Will alcoholic beverages be served at the Event? _____

Will food, drinks or any other item be available for purchase at the Event? _____

Will the event require the purchase of an admission ticket or donation/contribution of any kind to attend? _____

Where will Event guests and staff park their vehicles? _____

**Maximum Number of Expected Guests: ADULTS _____ CHILDREN _____ TOTAL _____

In the Event that any such Homeowner (i) owes any monies to the Vue Homeowner's Association in an amount equal to or greater than Two Hundred and Fifty and No/100 Dollars (\$250.00) ("Past Due Amount"), and (ii) such Past Due Amount has been delinquent for a period of ninety (90) days or more, such Homeowner's Application shall not be considered until such Past Due Amount has been paid to the Vue Homeowner's Association.

The Event is Held on Behalf of: Homeowner Tenant Third Party



(Initials)

- _____ 1. I hereby agree to be solely responsible for any and all damage occasioned by (i) me, (ii) any of my guests; (iii) any of my invitees; and (iv) any of my service providers, contractors, vendors or employees to the pool/spa area, Building or any other common areas therein. I understand I will be required to immediately pay for any damage in excess of the security deposit and that such amounts may be billed directly as part of my homeowners' dues.
- _____ 2. I hereby agree to hold the Vue Homeowners Association, a California not-for-profit corporation and Building Management harmless and free from any liability for any personal injury, any personal property damage or any loss sustained by me or any of my guests, any invitees; and any of my service providers, contractors, vendors or employees.
- _____ 3. I understand that permission to host an Event in the pool/spa area, does not constitute reserving it for exclusive use. The pool/spa area will remain available for all residents at all times during the Event. Only (up to) one cabana will be used by my party.
- _____ 4. I agree that immediately following the conclusion of the Event the pool/spa area and any other common areas in the Building shall be cleaned and returned to their original condition* All personal items, decorations, Event supplies/rentals and trash must be removed from the pool/spa area immediately following the Event.*
- _____ 5. I understand and acknowledge that it is my responsibility to pay for the service of an extra attendant if the number of attendees exceeds twenty (20) people. Said services shall be charged at a rate currently established by the board, with a four (4) hour minimum.
- _____ 6. The homeowner of record or the tenant (in the event that the Event is being held by a tenant) shall be present throughout the entire Event and shall comply with any request to control noise, any disturbance or other issues with regard to the Event.
- _____ 7. I understand and acknowledge that no compensation of any kind may be received for usage of the pool/spa area facilities and that the event may not be conducted for commercial purposes.
- _____ 8. I understand and acknowledge that I must execute the Recreational Facility Rules provided along with this Application, and if said Event is approved, I hereby agree to comply with all terms and conditions in this approved Application as well as the Recreational Facility Rules.
- _____ 9. I understand the hours of the pool/spa area are Sunday to Thursday, 5 a.m. to 10 p.m., and Friday to Saturday, 5 a.m. to 11 p.m. I agree that the Event in its entirety (including set-up and clean-up) will take place within these usage hours.
- _____ 10. I understand that the usage fees outlined below reflect a four (4) hour reservation block. In the event that I request to reserve the Pool/Spa Area in excess of four (4) hours, I understand that I will be charged an additional \$25 per hour for up to two (2) hours and my reservation will not extend beyond a six (6) hour maximum.
- _____ 11. I understand that the security deposit (if required) will be deposited by the Vue Homeowners Association prior to the Event date and I understand any refunded amounts will be received within three (3) weeks after the Event has concluded.
- _____ 12. I understand that if the party size exceeds the number of guests indicated on the initial application, it will result in a deduction of the necessary fees from the security deposit refund.
- _____ 13. The reserving resident is responsible for keeping his/her guests within the reserved area. The reserving resident is not entitled to the use of the community room, rooftop, conference room, or fitness area in conjunction with the reservation of the Pool Area.

Applicable fees for Pool/Spa Area events are noted below.

| | 9-20 Attendees | 20-30 Attendees |
|--------------------------|----------------|-------------------------------|
| Security Deposit: | \$500 | \$500 |
| Usage Fee | \$200 | \$200 + \$25/hr attendant fee |



*Homeowner or tenant shall be fully responsible for cleaning up after themselves and all of their guests, invitees, service providers, contractors, vendors or employees. A minimum janitorial fee of \$60.00 may be deducted from the Security Deposit for any extra clean-up after the Event.



The undersigned, both individually and on the behalf of the above named applicant, agrees to indemnify, defend and hold The VUE HOMEOWNER’S ASSOCIATION, a California not-for-profit corporation and its officers and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property, cost of attorney fees arising out of, or in connection with, the use of VUE’S facilities regardless of whether the use was actively or passively negligent, either sole or contributory in connection with such liability. I certify that we have received and read the rules and regulations regarding use of the Recreational Facilities. I, the undersigned, do hereby agree that we will abide by the policies covering the usage of this facility, furniture or equipment caused by the occupancy of our group to the premises. I understand that any violation will result in the immediate closing of the facility.

Notwithstanding anything to the contrary contained herein, this Agreement and the Event contemplated hereby shall at all times be subject to approval by the Board, not to be unreasonably withheld, conditioned or delayed.

ACCEPTED AND AGREED:

I have read and understand the attached Recreational Facility Rules and Agreement and agree to all the terms.

Resident’s Signature

Homeowner’s Signature (if applicable)

MANAGEMENT USE ONLY

| | |
|-----------------------------------|---------------------------|
| Date Received _____ | Entered in Calendar _____ |
| Time Received _____ | Confirmation Letter _____ |
| Staff Name _____ | Check Returned _____ |
| Entered in Reservation Book _____ | Guest List Received _____ |

| |
|---|
| Approved () Denied () Date _____ Signed _____ |
| Deposit () Fee () Extra Attendant () |

Check # _____