

**SMOKETREE STANTON HOMEOWNERS ASSOCIATION  
CLUBHOUSE RESERVATION/USER AGREEMENT FORM**

Today's Date: \_\_\_\_\_

Event Date: \_\_\_\_\_

Name of Applicant/User: \_\_\_\_\_ Key Fob # \_\_\_\_\_

(Applicant/User must either be a Resident or record Owner of a Unit, with the Owner being in good standing, within the Smoketree Stanton Homeowners Association Project)

Unit Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

If Applicant is a Non-Owner Resident, please provide the name and address of Owner:

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Daytime Phone: \_\_\_\_\_

Owner Email Address: \_\_\_\_\_

**PURPOSE OF USE** (Please check the applicable boxes)

- Social party/gathering (e.g. Wedding/ Birthday/ Anniversary, etc.)
- Meeting with respect to common interest development living, association elections, legislation, election to public office or the initiative, referendum or recall process.
- Meeting with public officials, candidates for public office, or representatives of homeowner organizations on matters of public interest.
- Meeting relating to your trade or business and not related to common interest developments.
- Education not related to common interest developments (e.g. travel, fitness, food, etc.)
- Other

**THIRD-PARTY VENDORS:**

For any third-party vendor being used (e.g. catering, entertainment, cleanup, security, etc.) please provide the following information on that vendor:

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone # \_\_\_\_\_ Contact Person: \_\_\_\_\_

Please provide name of insurance carrier \_\_\_\_\_

Please provide State, County, or City license number, if any: \_\_\_\_\_

Please list any additional vendors on the back of this form.

Please note that all third-party vendors must provide a certificate of insurance before this reservation can be approved.

Under certain circumstances the Association will charge a Usage Fee of \$100.00 and require a security deposit of \$200.00 (refund subject to Rules and Regulations). Upon processing of this application, you will be notified by the Manager whether any fee and deposit are required. If such fee and deposit are required, they must be paid before your reservation can be finalized.

**PARKING PASSES:** Please contact your Association Parking Patrol Company for Safe Listing as needed for your event.

**PRIORITY EVENTS:** Please understand that even if your reservation is approved, and Special or Emergency Meetings of the Board of Directors or the Members will take priority and be entitled to use of the Club House.

This application is not complete, and the Club House is NOT reserved, until this application has been completed, all required certificates of insurance have been submitted, and any required fee or deposit has been paid.

SMOKETREE STANTON HOMEOWNERS ASSOCIATION AREA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DEPOSIT(S), FEES OR EXPENSES INCURRED IF A RESERVATION IS CANCELLED DUE TO A BOARD OR MEMBERS' MEETING OF EITHER OR BOTH ASSOCIATIONS.

By signing this Reservation/User Agreement, I acknowledge that I have also received a copy of the Rules and Regulations pertaining to the use of the Common Area Club House.

**APPLICANT SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**IF APPLICANT IS NOT OWNER**

Mail all required documentation and payments to:  
Smoketree Stanton Homeowners Association  
c/o Huntington West Properties, Inc.  
13812 Goldenwest St # 100,  
Westminster, CA 92683

(714) 891-1522 office  
(714) 897-9120 Fax  
Orlando@huntingtonwest.com

**THIS RENTAL DATE HAS BEEN CONFIRMED:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Certificate of insurance received (date \_\_\_\_\_)

# SMOKETREE STANTON HOMEOWNERS ASSOCIATION

## CLUBHOUSE USER AGREEMENT (RESERVATION FORM INCLUDED)

### GENERAL PROVISIONS

1. The Clubhouse is a part of the Smoketree Stanton Homeowners Association Project (Smoketree Project). The Smoketree Project is operated and governed by the Board of Directors for Smoketree Stanton Homeowners Association (Board). The Board is tasked with, among other things, the development and enforcement of Rules and Regulations pertaining to the facilities under its control (including, but not limited to, the pools, restrooms, out-buildings, Clubhouse, tot lot, furniture, etc.,) and may amend the Rules and Regulations from time to time at the discretion of the Board. The Clubhouse is intended for recreational and social purposes only and may not be used for profit/commercial purposes.
2. This Agreement shall be between the Smoketree Project and the Responsible Party. The Responsible Party is the Owner within the Smoketree Project who is Hosting the event. If the event is being hosted by a Tenant within the Smoketree Project, then both the Tenant and the Owner of the Unit in which the Tenant resides are considered the "Responsible Party".
3. If the Clubhouse is to be used by a Tenant, both the Tenant and the Owner must sign this User Application. The Clubhouse Reservation/User Agreement Form, the Governing Documents, and the attached Rules and Regulations shall be enforced upon the Responsible Party and shall be legally binding upon all parties. Owners and Tenants are responsible for providing a copy of all Rules and Regulations pertaining to the Clubhouse and all facilities under the governance and control of the Smoketree Project to their family members, guests, and invitees, and shall ensure their family members, guests, and invitees abide by all such Rules and Regulations. The Smoketree Project may communicate with an Owner or a Tenant regarding matters pertaining to the Clubhouse and recreational facilities, and may provide a copy of any and all of the Rules and Regulations as necessary and/or requested, however, this should not be construed as approval for the Use of the Clubhouse, nor relieve an Owner(s), or their Tenant, of their responsibility to provide a completed application, and any required fee, deposit, and/or documentation.
4. Reservations for the use of the Clubhouse shall be on a first come, first served basis. A reservation is not bound until a completed, signed Clubhouse User Agreement, Clubhouse Reservation/User Agreement Form, and any required insurance documentation together with any applicable fee and deposit have been received and approved by the Board. Incomplete applications or missing information may cause a reservation application to be rejected. "Standing" reservations shall not be permitted. Reservations may be made not more than thirty (30) days before the event and must be submitted not less than two (2) weeks before the date of the event. In any given month, an Owner or Tenant shall be considered a "Priority" User if that Owner or Tenant has not previously reserved the Clubhouse in that same month. An Owner or Tenant who reserves the Clubhouse on more than one occasion in any calendar month shall be considered a Non-Priority-User for that month. A Priority User shall have priority in Reserving the Clubhouse over a Non-Priority User if there is a conflict in dates. This excludes meetings noticed and convened for the purpose of conducting official business by the Board of Directors of, which shall have priority over all other reservations, uses and events. Keys must be picked up within 24 hours of rental date or the Friday before the weekend. **Please call (714) 891-1522, ext. 230 to arrange for keys. \_\_\_\_\_ Initial**
5. This completed Clubhouse Agreement must be mailed or delivered to:

Mail all required documentation and payments to:

Smoketree Stanton Homeowners Association  
c/o Huntington West Properties, Inc.  
13812 Goldenwest St # 100,  
Westminster, CA 92683

(714) 891-1522 office  
(714) 897-9120 Fax  
Orlando@huntingtonwest.com

6. Reservation for the Clubhouse does not include the exclusive use of any of the other recreational facilities (pool, tot-lot, etc.). Event attendees, other than Owners and Tenants, may only use the restroom facilities and may not have use of the recreation areas before, during, or after the Clubhouse event. **No guest or homeowners are permitted to go past the vinyl wall on the pool side of the Clubhouse. Pool Furniture and chairs are not allowed to be used and cannot be brought inside the vinyl wall patio area. If a guest or homeowner associated with the Reservation of the Clubhouse passes the the vinyl wall, uses the pool, jacuzzi and/or any of the Pool Furniture it is an immediate forfeiture of, including but not limited to, any deposit or your privileges can be suspended after notice and hearing.**

7. A Responsible Party (Owner or Tenant hosting the event) must be present at all times during the event.

8. The Responsible Party shall indemnify and hold harmless the Smoketree Stanton Homeowners Association, its Board and/or Committees and each Board or Committee Member, its management company and the management personnel and staff, from any and all claims, suits, losses, costs, damages and/or injuries suffered that may arise from the use of the Clubhouse and or other recreational facilities. The Responsible Party shall inform his or her guests, family members, vendors and service providers that there is no life guard on duty at the pools and spa; that the security patrol services under contract with the Smoketree Stanton Homeowners Association, if any, are under contract to service the respective HOA and NOT the Clubhouse or other recreational facilities; and that the Clubhouse and all other recreational facilities are used at the risk of the Responsible Party, his or her guests, family members, vendors and service providers, and said Responsible Party shall accept full responsibility and liability for any and all costs, claims, expenses, losses damages, injuries and/or costs of suit, including attorney's fees, that arise out of or are related to the use of the Clubhouse.

9. The Board, as the governing body of the Smoketree Project, is the final arbiter in all matters involving the Clubhouse and all recreational facilities including, but not limited to, the interpretation of the Rules and Regulations and Governing Documents as they apply to the use of the Clubhouse, and any language contained herein, and any and all disputes that may arise between the Responsible Party and the Association, Board and/or the Management Company.

10. The Clubhouse shall remain locked at all times (excluding the restrooms). Except for: a) Board Meetings, b) Committee Meetings, and/or c) Private Party Reservations.

11. The Responsible Party may be required to provide a non-refundable user fee of \$100.00, plus a security deposit of \$200.00 for cleaning and/or damage. Deposit may be withheld for violations of this agreement until a meeting of the Board of Directors is held. \_\_\_\_\_ **Initial** The excess of the deposit over costs incurred under (1) above will be refunded.

12. Any damage to the Clubhouse noticed upon arrival should be reported to the Clubhouse Chairperson immediately. It is recommended that the Responsible Party photo document any damage upon arrival. \_\_\_\_\_ **Initial**

13. The 10:00 p.m. quiet time shall be observed. Violation of this is subject to fine. It is expected that all users of the Clubhouse will show courtesy and consideration to neighboring homeowners and residents. **No Live Music.** The premises shall be vacated no later than 2:00 a.m. the night of the reservation. \_\_\_\_\_ **Initial**

14. No person under 21 years of age are to serve (unless specifically permitted by law) or be served any alcoholic beverages.

I AM A RESPONSIBLE PARTY AS DEFINED HEREIN, AND I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If the above signing Responsible Party is a Tenant, the Unit Owner must sign below as an additional Responsible Party:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address of onsite Unit \_\_\_\_\_