



675 Picasso Terrace Sunnyvale, CA 94087 TEL (408) 735-8012 FAX (408) 735-8540

## SUNSET OAKS HOMEOWNERS ASSOCIATION CLUBHOUSE RENTAL AND LICENSE AGREEMENT

This license is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SUNSET OAKS HOMEOWNERS ASSOCIATION, 675 Picasso Terrace, Sunnyvale, California, 94087** hereinafter referred to as Licensor and \_\_\_\_\_, a resident at \_\_\_\_\_ a member in good standing of Sunset Oaks Homeowners Association, hereinafter referred to as Licensee, as follows:

### PROPERTY AND TERM:

Licensor licenses to Licensee the Association Clubhouse located at 675 Picasso Terrace, Sunnyvale, California on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_. Please note that all private parties **MUST** end by Midnight. There will be no exceptions.

### FEES:

Licensee shall pay Licensor a non-refundable usage fee of **\$85.00** if a party, or **\$25.00** if a meeting. A cleaning deposit of **\$50.00** and a damage deposit of **\$200.00** are also required in two separate checks made payable to the Association. Both checks are returned to the Licensee if no damage has occurred, no additional cleaning is required, and all rules and regulations have been followed. Licensee further agrees to promptly reimburse Licensor for any damages/expenses over the **\$200.00** deposit for its account. In the event that the property requires additional cleaning, over the **\$50.00** deposit, the Licensee acknowledges and agrees to reimburse Licensor for janitorial services at the rate of **\$30.00** per hour.

### SUPERVISION BY LICENSEE:

Licensee agrees that he/she will attend at substantially all times in the Clubhouse during the aforementioned dates and times. Licensee agrees further that he/she will conduct himself and take care that others present conduct themselves in a manner that will cause no harm, damage, or inconvenience to the Association or other residents in surrounding units. No boisterous conduct of any kind will be permitted on the common area.

### CLEANING AND REPAIRS:

Licensee agrees to leave the Clubhouse in a neat and orderly manner and further to perform all necessary cleaning and repairs to the satisfaction of the Clubhouse Committee or Licensor.

**For example:** All carpeted areas must be vacuumed. The kitchen floor must be mopped, and countertops and sinks must be cleaned from all spills. All tabletops must be properly cleaned. No decorations are allowed to be used that will cause damage to the walls, vertical window blinds, ceilings or any of the Clubhouse furnishings. However, if decorations are used, they must be affixed with scotch tape, which must be removed at the parties end.

**INDEMNIFICATION:**

Licensee shall indemnify Licensor against all liability, cost and expenses including actual attorneys' fees for loss of or damage to property and for injuries by Licensee; provided, however, that the aforementioned indemnification by Licensee of Licensor shall be limited to claims not covered by insurance in effect at the time of the damage, injury or death.

**TERMINATION:**

Use of the premises may be terminated at any time upon finding by Licensor that Licensee is in violation of this agreement, including the pertinent rules of the Association incorporated herein by reference. This agreement shall not be assignable under any circumstances and shall be rendered null and void upon any attempt to do so.

**ATTORNEY'S FEES:**

In the event Licensor shall retain an attorney to compel performance of, or to recover for breach of any covenant, agreement, or condition herein, it shall be entitled to recover from Licensee actual costs and actual attorney's fees in connection therewith.

**SURRENDER OF PREMISES:**

Licensee shall, at the termination of this License, vacate the premises and leave it in a neat and clean condition (*see cleaning and repairs*).

**ADDITIONAL RULES:**

The rules of the Association pertaining to the Clubhouse and Pool are incorporated herein by reference and shall be mandatory during the use of the Clubhouse.

**VIOLATIONS:**

**Violation of this agreement will result in restriction of use of the Clubhouse for one year. A second violation will result in permanent restriction of use of the Clubhouse.**

\_\_\_\_\_  
(Signature of Licensee)

\_\_\_\_\_  
**SUNSET OAKS HOMEOWNERS ASSOCIATION**  
(Licensor)

Telephone Number

(Daytime) \_\_\_\_\_

(Evening) \_\_\_\_\_

Manager's Emergency Pager Number is 408-744-4301