



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 Homeowner at _____ and 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 or meetings **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 security/cleaning deposit of **\$250.00** is also required, made payable to the Association. The security/cleaning deposit check will be 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/cleaning expenses over the **\$250.00** deposit for its account.

SUPERVISION BY LICENSEE:

Licensee agrees that either Licensee or Licensee's Tenant (If Licensee is a non-resident owner) will attend at substantially all times in the Clubhouse during the aforementioned dates and times. Licensee further agrees that Licensee or Licensee's Tenant 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. Licensee is responsible for conduct of ALL in attendance.

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 party's 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 Clubhouse Rules & Regulations as well as Rental Check-Out List*).

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.

ONLY HOMEOWNER IS PERMITTED TO SIGN:

(Signature of Licensee)

SUNSET OAKS HOMEOWNERS ASSOCIATION
(Licensor)

Telephone Number

(Daytime) _____

Manager's Emergency Number: 408-229-6000 ext. 9

(Evening) _____

IF NON-RESIDENT HOMEOWNER, PLEASE COMPLETE THE FOLLOWING SECTION:

Name of Tenant Attending Event

Cell Phone Number