

TU CASA HOMEOWNER'S ASSOCIATION

Property Manager: Kelley Kestler-Pleas

Email: kelleyk@propadvantage.com

LIABILITY WAIVER & DEPOSIT FOR PRIVATE USE OF THE RECREATION ROOM / CLUBHOUSE

PURPOSE Homeowners may reserve the Recreation Room / Clubhouse for Private use on a first-come basis, when the use does not conflict with Association business or regularly scheduled Association events, clubs, or meetings. The following will be required for Scheduled Event(s) that include 15 people or more. Gatherings that occur as a part of the TuCasa HomeOwners Community would be excluded from this requirement.

PROCEDURE Submit the completed forms to Property Advantage via email to kelleyk@propadvantage.com or by mail to 5142 Avenida Encinas, Carlsbad CA 92008 PH: 760-585-1727, at least fifteen (15) days prior to the date of use.

- Sign and complete the Liability Waiver & Deposit Authorization.
- The Deposit Authorization would be pursuant to the terms detailed below;
- Management (Kathleen Rohan or Member of Rules Committee and or appointed member) will contact you to schedule an inspection of the Recreation Room / Clubhouse before and after your event, (see the Pre/Post Recreation Room / Clubhouse Checklist on page 3. You are urged to attend these inspections.

CONDITIONS The homeowner/requestor, by his/her signature below, agrees to the following conditions:

1. Private use of the Recreation Room / Clubhouse is available to TuCasa homeowners and Tenants. **The homeowner must reserve the Recreation Room / Clubhouse on behalf of their Tenant, and the homeowner must approve and sign these conditions of agreement.** Additionally, the owner will be held liable for any charges or damages in excess of the deposit.
2. The Recreation Room / Clubhouse is available for Events during the hours 8am to 10pm (Sunday to Thursday) and 8am to Midnight (Friday and Saturday).
3. The total number of guests for both the indoor and outdoor areas will be a **maximum of 75 people**.
4. Guests must be accompanied by the requesting party and are subject to all the rules and conditions for Recreation Room / Clubhouse use. Children under 18 years of age must be supervised at all times.
5. The Recreation Room / Clubhouse must be **cleaned and secured after use** as shown on the Pre/Post Use Checklist. If additional professional cleaning services are incurred by the association, the owner/user will be charged for these services.
6. The user is responsible for furnishing his/her own supplies and will be charged for any such Recreation Room / Clubhouse items that are missing.
7. If outside catering services are being used for the event, the HOA would need to be notified pursuant to the checklist below; and a designated set up area will be communicated to you by the Inspecting Member.
8. The following are **PROHIBITED**:
 - **Animals** of any kind (except for personal assistance animals as defined by state, county, and city ordinance).
 - **Inflatables** of any kind (i.e., Jump houses, ball pits, etc.) of any kind.
 - **Smoking & Vaping** is prohibited.
 - **Parking** in resident lots without a permit (**vehicles without permits will be towed**). Visitors are required to use street parking.
 - **Removal**, even temporarily, of **furniture, fixtures, or equipment** from the Recreation Room / Clubhouse.

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9. **HOLD HARMLESS** The homeowner further agrees to hold harmless the TUCASA HOMEOWNER ASSOCIATION, its officers and Managing agent from any liability for personal or property damage or other loss occurring on the premises as detailed in the Attached Liability Waiver.

10. **EVENT DETAILS.**

Date of Requested Use _____ Time of Requested Use _____ AM or PM to _____ AM or PM

Approximate number of people attending the function: _____

Is outside catering being used: Yes / No

If yes, name and contact information of company: _____

11. **COST AND DAMAGES.** The undersigned below hereby agrees to any costs _____ INITIAL _____ related to a breach of this agreement or losses incurred by the TUCASA HOA stemming from the use of the Recreation Room / Clubhouse and facilities during the event, will be added to the owner's account. The HOA will provide an itemized breakdown of the associated costs; which will be reviewed at the Post Event Inspection.

AGREEMENT. I/we as TuCasa owner(s) understand and agree to abide by the Association's Rules, Regulations and Conditions of Use for the Recreation Room / Clubhouse & Recreation Area - I/we further agree that our failure or the failure of any guest or invitee to do so may result in an assessment of Loss Incurred by the TuCasa HOA, in additional fines levied by the Board of Directors and/or in potential forfeiture of future use of the facility.

Print homeowner's name(s) Homeowner's Signature(s) Date

TuCasa unit number Phone number(s) Email address

If applicable, this request is made on behalf of Tenant:

Print tenant's name Tenant's Signature Date

TU CASA HOMEOWNER'S ASSOCIATION

Tenant's Phone numbers

Tenant's Email address

PRE/POST USE CHECKLIST

_____	Damage to walls, windows, doors, flooring, furniture, appliances (Specify damages noted or indicate below on Inventory)	_____
_____	Refrigerator clean & empty of food	_____
_____	Dishes & utensils cleaned & stored	_____
_____	Microwave, kitchen counters, sink clean	_____
_____	Recreation Room / Clubhouse floor swept clean	_____
	Trash bagged and deposited into main dumpster area	_____
_____	Floor swept and mopped (if needed) / stain free	_____
_____	Furniture & décor in original position	_____
_____	Windows & doors closed, locked	_____
_____	BBQ Grill and Outdoor Counters Clean	_____
_____	Outdoor Patio Area Clean / Furniture Covered / All Cushions Stored	_____

Pre-Use Inspection by _____

Post Use Inspection by _____

Date: _____

Date: _____

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RECREATION ROOM / CLUBHOUSE / RECREATION AREA INVENTORY & REPLACEMENT CHARGES

MAIN ROOM	
TV	
Bar Table & Six Chairs	
Decorations / Clock etc.	
1 bookcase	
1 Sofa	
Cocktail Table & 2 Chairs	
Fireplace Remote	
Fire Extinguisher	
Pool Table & Accessories	
Ping Pong Table & Accessories	
Microwave & Kitchen Appliances	
Outdoor Area	
Gas Grill & Countertop	
Patio Furniture and Fire Pit	
Pool Patio Furniture	
CLEANING FEE	

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Recreation Room / Clubhouse and Associated Outdoor Common Area(s)

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration for use of the TuCasa Recreation Room / Clubhouse and Recreational facilities and any associated Common Areas of TuCasa Homeowners Association, (hereafter "TuCasa") for the period established by this agreement, hereinafter called "The Event", I, for myself, my heirs, personal representatives, agents, invitees or assigns, **do hereby release, waive, discharge, and covenant not to sue** TuCasa, its officers, employees, volunteers and agents from liability **for any and all claims including the negligence of TuCasa its officers, employees, volunteers and agents**, resulting in personal injury, accidents or illnesses (including death), and any property loss or damages arising from, but not limited to, participation in The Event.

Assumption of Risks: The undersigned Participant acknowledges that participation in The Event may carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one Event to another, but the risks may range from: 1) minor injuries; 2) major injuries; to 3) catastrophic injuries including paralysis and death. Similarly, participation in the Event may carry with it certain inherent risks of damage to property. Any and all such risks of injury and damage associated with the Event, whether to persons or property, are hereby assumed exclusively by the undersigned Participant.

I have read the previous paragraphs, and I know, understand, and appreciate these and other risks that are inherent in The Event. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD TuCasa HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Event and to reimburse TuCasa for any and all such expenses incurred by TuCasa arising from The Event.

Severability: I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Except as may be otherwise set forth herein, this agreement constitutes the complete understanding of the parties.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Date(s) of The Event:

Unit # of Participant:

Signature of Participant:

Date: _____

Signature of Homeowners, (if different):

Date: _____