

CONTEMPO HOMEOWNERS ASSOCIATION

4190 Gemini Drive, Union City, CA 94587 Phone: 510-489-4440

FACILITY USE APPLICATION

CABANA 2

32500 METEOR DRIVE

1. APPLICANT: _____ PHONE # [HOME]: _____
PHONE # [WORK]: _____ MOBILE #: _____
2. CONTEMPO ADDRESS: _____
MAILING ADDRESS IF DIFFERENT: _____
3. PRINT NAME OF PERSON IN CHARGE OF FUNCTION: _____
PHONE NUMBER: _____
4. USE DATE: _____ HOURS: FROM _____ AM/PM TO _____ AM/PM
5. TYPE/AGE OF GROUP: _____ CHILDREN: _____ ADULTS: _____
6. NATURE OF FUNCTION: _____ EST. # OF ATTENDANCE: _____
WILL ALCOHOL BE SERVED? Y/N TYPE: BEER _____ WINE _____ LIQUOR _____
WILL THERE BE TAPED MUSIC: Y/N LIVE MUSIC/DJ: _____
7. EVIDENCE OF INSURANCE - CERTIFICATE REQUIRED
 - AMOUNT OF LIABILITY INSURANCE \$1,000,000
 - CONTEMPO HOMEOWNERS ASSOCIATION named as additional insured and certificate holder as shown below:

CONTEMPO HOA; 32500 METEOR DRIVE, UNION CITY, CA 94587

I, the undersigned applicant, have read and agree to abide by the Rules and Regulations of the Cabana for CONTEMPO HOMEOWNERS ASSOCIATION ("CHOA"). I also understand that private security guards may be required at my event.

SIGNATURE OF APPLICANT: _____ DATE: _____

FOR OFFICE USE ONLY: DATE REC'D _____ BY CONTEMPO STAFF _____

DUES CURRENT: ☐ CHECKS: DEPOSIT PROVIDED (DATE): _____ USE FEE PROVIDED (DATE): _____

PICKED UP RENTAL PACKAGE & KEY: DATE _____ TIME _____ KEY RETURNED TO OFFICE ☐

CHECKED CABANA FOR CLEANLINESS AND DAMAGES ☐ DEPOSIT RETURNED ☐

AMOUNT USED FOR CLEANING/REPAIRS: \$ _____ CLEANING/REPAIR NOTICE SENT (DATE): _____

Contempo Homeowners Association

**CABANA FACILITY USE AGREEMENT
Release, Indemnity and Hold Harmless**

I, _____ ("Owner"), a member of the Contempo Homeowners Association ("Association"), request the Association allow me to reserve and use the Association's Cabana facility ("Facility") on _____ [date] for _____ ("Event") pursuant to the terms and provisions of this Agreement and in accordance with the Contempo Cabana rules and regulations. In connection therewith, I agree to all of the following:

Release From Liability

I hereby fully RELEASE, WAIVE and DISCHARGE the Association, its members, directors, officers, volunteers, agents, employees, insurers, attorneys, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON ACTIVE OR PASSIVE NEGLIGENCE AND/OR WRONGFUL DEATH based on, arising out of or in connection with the Event and/or my, my family members, tenants and my/their guests' use of the Facility.

Indemnification

I hereby agree to DEFEND, INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, volunteers, agents, employees, insurers, attorneys, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES ("Claims") based on, arising out of or in connection with the Event as well as my, my family members, tenants and my/their guests' use of the Facility.

For any event using the Facility Owner shall have his or her homeowners' insurance carrier name Association, its Board of Directors and Management as additional insureds under said policy. At least 48 hours prior to the use of the Facility Owner or Owner's insurance broker shall supply an endorsement to Owners' homeowners' policy naming the Association, its Board of Directors and Management as additional insureds to Association's Management. A certificate of insurance shall not be sufficient to comply with this requirement. Failure to provide the endorsement set forth above shall be grounds to revoke any license to use the Facility.

Responsibility for Others

Owner agrees that all of Owner's duties hereunder regarding RELEASE FROM LIABILITY, INDEMNIFICATION OR OTHERWISE PROTECTING THE ASSOCIATION AND

RELATED PARTIES FROM LIABILITY OR LIMITING OR WAIVING THE ASSOCIATION'S AND RELATED PERSONS' LIABILITY APPLY EQUALLY TO EACH AND EVERY PERSON OR INDIVIDUAL USING THE FACILITY IN CONNECTION WITH THE EVENT. Accordingly, as between the Association and Owner, Owner (and not the Association) shall be responsible for any and all such persons/individuals and SHALL DEFEND, INDEMNIFY AND HOLD THE ASSOCIATION AND RELATED PERSONS HARMLESS FROM ANY AND ALL CLAIMS BY SUCH PERSONS OR INDIVIDUALS AND FROM ANY CLAIMS BY OTHER USERS OF THE FACILITY ARISING OUT OF THE USE BY OR THE ACTS OR OMISSIONS OF OWNER, OWNER'S FAMILY MEMBERS, TENANTS AND/OR GUESTS.

Responsibility for COVID and Communicable Disease Claims

Owner agrees that all of Owner's duties hereunder also apply to any Claims allegedly based, in whole or in part, upon exposure, infection and/or spread of COVID-19 or any other communicable disease related to the Event or the use of the Facility.

Authorized Tenants

The following tenants of Owner are hereby authorized by Owner to conduct the Event: _____.

Owner understands and agrees that Owner's liability hereunder is in no way diminished or limited by Owner's tenants' conduct of the Event.

Legal Fees

In the event any action is brought by any party for breach or interpretation of this Agreement, the prevailing party shall be awarded all costs and expenses of suit, including reasonable attorneys' fees.

THE UNDERSIGNED HAS READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS AGREEMENT.

Dated: _____

Signature

Print Owner's Name: _____

Owner's Contempo Address: _____

Owner's Mailing Address: _____
