

# Stockton Residential

## Clubhouse Rules and Regulations

### Rental Information:

1. To reserve the clubhouse, you **must** be a member in good standing of the Stockton Residential Association (“Association”) and you **must** be present for the entire length of the function.
2. Complete payment of the rental fee and deposit must be paid within 10 days of receiving the rental confirmation and must be paid at least 7 days prior to the rental date. The total payment includes the **rental fee of \$100 for a consecutive 4 hour time frame plus the \$100 damage deposit for members**. The minimum rental fee is \$100. The rental fee does not decrease if the rental is less than 4 hours. After the event, the deposit will be refunded to the resident as long as all the rules and cleaning guidelines are followed and no damage is sustained to Stockton Residential property resulting from your rental.
3. The Sunday – Thursday Clubhouse rental time periods are as follows: Period A is from 9am-1pm, Period B is from 2pm-6pm, and Period C is from 7pm-11pm. The Friday and Saturday Clubhouse rental time periods are as follows: Period A is from 10am-2pm, Period B is from 3pm-7pm, and Period C is from 8pm-12midnight.
4. The pool cannot be reserved, but it may be used in conjunction with a clubhouse rental for small parties with a maximum size of ten (10) people when using the pool.
5. Christmas Eve/Day, New Year’s Eve/Day, Thanksgiving, Easter, Memorial Day, Independence Day, and Labor Day holidays are set aside for the neighborhood and residents and therefore cannot be reserved for the entire weekend or the weekday that the holiday takes place.
6. Renter agrees to be responsible for obtaining any licenses pertaining to works of authorship as defined by the Copyright Act of 1976, including, but not limited to, musical works; dramatic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; and sound recordings. By renting the clubhouse, renter agrees to hold Stockton Residential Association and Associa McKay Management harmless from any and all claims, including, but not limited to cease and desist letters, demands for payments and alleged violations of applicable law.

### **INDEMNIFICATION:**

Renter agrees to indemnify, defend, and hold harmless Stockton Residential Association from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney’s fees and expenses of renter and the Association), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Stockton Residential Association or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Stockton Residential Association or related facilities or any parts thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Stockton Residential Association or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of renter or any of its agents, contractors, licensees or invitees, and (v) any injury or claim associated with the performance of any work protected by intellectual property law or any other related cause of action. In case any action, suit, or proceeding is brought against the Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit, or proceeding with counsel reasonable acceptable to Association. Nothing in this provision shall be interpreted as limiting renter’s obligations under other provisions of this agreement, including the obligations set forth in Paragraph 5.

### Usage:

- **No** smoking in the clubhouse.
- Clubhouse usage is limited to 4 hours (unless otherwise approved by AMMC and/or the Board of Directors).
- Clubhouse shall be vacated by 11:30 PM Sunday – Thursday, and 12:30 AM on Fridays and Saturdays. The pool may not be used after dark.
- Renter must be courteous to any rental immediately following their rental and be sure to complete the cleaning *within 30 minutes after your rental*.
- **No** decorations may be attached to the walls or ceiling of the clubhouse.
- **No** music is allowed outside the clubhouse.
- **No** glass containers are allowed outside the clubhouse or on the pool deck.
- **No** animals are allowed in the clubhouse or in the gated pool area.
- Turn off ALL lights and lock all doors before leaving the clubhouse.
- Turn off Television and kitchen appliances.
- **No** Grills are allowed on the Clubhouse property. If grilling during your rental, your entire deposit will be kept and you will be blocked from future rentals.
- **Must** reset thermostat (heat only) to 55 degrees when leaving. Failure to reset the thermostat will result in your deposit being forfeited.

### Cleaning:

- Clean the facility including the kitchen area and bathroom → sweep floors, wipe down counters, etc. (see Cleaning Checklist)
- Cleaning supplies and trash bags must be supplied by the renter.
- All trash bags and other trash must be gathered and removed from the premises immediately after the rental. Do not put trash in the swimming pool trash cans or large trash bin.
- Inspect for cleanliness and straighten up as necessary.
- Cleaning must be done *before you leave the premises* (or within your reserved rental time) and all items brought by the renter must be removed before leaving.

### Furniture:

- Furniture should not be moved or relocated during any event.