

**RECREATION FACILITIES RESERVATION FORM AND AGREEMENT
(CONTINUED)**

Resident agrees to indemnify, defend and hold Association, its directors, officers and agents harmless from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by Association in connection with the use of Association's recreation facilities by Resident and Resident's family and guests (included but not limited to reasonable attorneys' fees and court costs). Resident agrees to pay Association in full and promptly upon demand for any and all loss of and damage to Association's property caused by, or arising out of the use of Association's recreation facilities by Resident and Resident's family and guests.

Resident shall submit to Association a security deposit and fee with this Reservation Form, and a certificate of insurance and endorsement as further described below. **The security deposit and fee will be deposited upon receipt. The security deposit may take up to 60 days to be refunded.** However, if Resident is found not to have attended and supervised the event, including check-in and check-out procedures, or if facility furniture is not positioned in the exact locations in which it was when the facility was first inspected by Resident, the deposit will be forfeited and reservations privileges suspended for one year. If damage is caused to the reserved facility or its appliances or furniture, the cost to repair the damage will be deducted from the deposit. Resident will be responsible to reimburse Association for any cost related to cleaning or to repair damage or to conduct facility restoration.

Upon reservation of the facilities, Resident must supply proof of endorsement with a general liability provision of at least one million dollars which names the Association and Association's Property Management Company additional insured on the date of the event and for all times that the facilities will be rented by Resident. The Resident's insurance shall be primary and non contributory (See Exhibit A).

Resident agrees to exercise control over Resident's event and guests such that other residents using the nearby facilities are not inconvenienced or disrupted.

Resident agrees that the recreation facilities will not be used for commercial or fundraising purposes without the prior written consent of the Association's Board of Directors. Resident agrees that the recreation facilities will be utilized for Resident's benefit, or for the benefit of an immediate family member of Resident, and that Resident will be present at all times during the event. Violation of this and/or any of the Rules and Regulations of Alberhill Ranch Community Association, **including the prohibition of alcohol in all pool areas**, may result in the loss of a portion or all of the security deposit and reservation privileges will be suspended for one year.

If necessary, the Association reserves the right to hold a hearing and thereafter assess an Owner for damage to the common area or non-compliance of the Rules & Regulations. Resident also agrees to pay all of Association's attorney fees in the event of a dispute over this Reservation Agreement.

Residents who have made reservations for an event hereby acknowledge and agree to abide by the rules as shown in this reservation packet as "Facility Rules and Regulations."

Resident Signature _____ Date _____

ALBERHILL RANCH
COMMUNITY ASSOCIATION

EXHIBIT A
ADDITIONAL INSURANCE REQUIREMENT
FOR USE OF ASSOCIATION'S RECREATION FACILITIES

Upon reservation of the facilities, Resident must supply proof of endorsement with a general liability provision of at least one million dollars which names the Association and Association's Property Management Company additional insured on the date of the event and for all times that the facilities will be rented by Resident. The Resident's insurance shall be primary and non contributory.

NAME ADDITIONAL INSURED:

ALBERHILL RANCH COMMUNITY ASSOCIATION
16775 Von Karman, Suite 100
Irvine, CA 92606

AND

KEYSTONE PACIFIC PROPERTY MANAGEMENT
16775 Von Karman, Suite 100
Irvine, CA 92606

COVERAGE:

General Liability provision of \$1,000,000.00 naming the above parties as additional insured.

Your homeowner's insurance representative should be able to facilitate this change to your existing policy. If not, you must purchase special event insurance to provide the required coverage. Fax a copy of your certificate of insurance to the attention of the Alberhill Ranch Community Association at (949) 838-3254. Be sure the cover page or certificate mentions your name and event date. YOUR RESERVATION IS NOT CONSIDERED CONFIRMED UNTIL THE INSURANCE CERTIFICATE IS RECEIVED.