



COMMUNITY ROOM RESERVATION INFORMATION

The Community Room is primarily for the development of educational, social, cultural and recreational programs for residents. The Community Room is not to be used by residents for personal profit or financial gain, business related activities, political purposes, or fund raising for external charitable purposes.

A security deposit and usage fee MUST accompany the completed application at (5) days prior to the event. Residents seeking to use the Community Room should plan ahead as reservations to use this facility are available on a first-come, first-serve basis. Applications will not be accepted more than six months in advance of the function. Management will review the application for availability and receipt of all documents and fees. At least twenty-four (24) hours prior to the function, the resident must provide, to Management a certificate of liability insurance naming as additional insured the Breeza Owners Association and Management. Please note that a reservation is necessary with parties larger than eight (8), for exclusive use and if food or beverages will be served.

All functions must be over, with facilities cleaned and trash removed, by the end of the reserved time.

The security deposit will be refunded to the hosting Resident or Office Owner only after a representative of Management has reviewed the completed facility inspection sheet to assure there has been no property damage or a violation of the Breeza Residential Handbook, which may require payment and/or reimbursement to the Breeza Owners Association.

Management has the right to deny any application based on priority use by the Board of Directors or the Breeza Owners Association, or in their general judgment based on the size or nature of the event. Management has the right to increase usage fees if residents have more actual guests than indicated in the reservation. In no event may the number of attendees exceed the maximum capacity of the Community Room as determined by applicable Fire Code.

Cancellations:

Must be made 48 hours in advance to assure return of the Usage Fee.

Usage Fees:

Usage Fees for the Community Room are set forth on the current Fee available from Management.

The usage fee is used to cover normal wear and tear to furnishings, equipment, as well as for the administrative oversight of the rental process. The usage fee, and security deposit, must be paid at the time the reservation application is submitted.

Security Deposit:

To ensure that the Recreational Facilities are returned to their original condition, there is also a security deposit that will be required at the time of application as set forth on the current Fee Schedule available from Management. This deposit, or a portion thereof, may be returned so long as no damage is sustained in conjunction with the use of the areas. Any damage in excess of the deposit will be charged to the reserving Resident or Office Owner.



Community Room Rules:

1. Carpooling is encouraged, as guest parking in the community is not available and outside parking in the vicinity of Breeza is limited.
2. The reserving Resident or Office Owner is responsible for returning the Community Room to its original condition (i.e. trash, food and decorations disposed of, furniture arranged and stored as original condition prior to event, kitchen cleaned and floors mopped and vacuumed). Confetti may not be used to decorate, staples on the walls are prohibited and rice or birdseed are not allowed to be thrown. All damage or cleanup costs for failure to meet these requirements will be charged to the reserving Resident or Office Owner.
3. Functions with minors (persons under the age of (18) require at least one adult chaperone per 10 minors. Failure of this requirement will constitute forfeit of a security deposit and immediate cancellation of the party.
4. The hosting Resident or Office Owner must be at least 21 years of age and the owner of record to reserve the Recreational Facilities. Hosting tenants must provide proof of Resident or authorized Office Owner status along with the application and the owner of record must sign the application. The Owner of record, as a Member of the Association, is responsible for the conduct and actions of his/her resident, including compliance with all rules and regulations, including these Community Room rules and regulations. The Owner shall also be responsible for reimbursing the Association and paying for any costs or expenses charged to the reserving resident, if unpaid by the Resident, after notice and hearing.
5. The application must be filled out by the Resident or Office Owner requesting use of the Community Room. The address on the check (s) must match the name on the application.
6. The reserving Resident or Office Owner on the application must be present at all times. Failure of this requirement will constitute forfeiture of the entire security deposit and immediate cancellation of the function.
7. All deposits and fees required for reserving the Community Room are determined by the Breeza Owners Association and the Board and enforced by Management on their behalf.
8. All Usage Fees are non-refundable. Security Deposits may be refundable. Fees and Deposits are payable to the Breeza Owners Association.
9. All reservations are made by Management in accordance with approved procedures by the Breeza Owners Association and the Board.
10. Residents may make reservations by submitting a completed application, a certificate of insurance and any required deposits and fees. No reservation shall be made without all of the above.
11. All reservation dates are subject to availability. A reservation is not confirmed until written confirmation is received.
12. The Resident or Office Occupant responsible for the function shall reimburse all costs for damages pertaining to violations of these rules and the Breeza Residential Handbook.
13. Management reserves the right to terminate any function due to excessive noise, abuse of the facility, violation of this contract or failure to adhere to the Breeza Residential Handbook.
14. The reserving resident shall compensate the Breeza Owners Association for any excessive costs for outside services, such as fire and/or police, levied against the Breeza Owners Association as a result of actions of the reserving Resident or Office Owner and/or their guests' use of the Community Room.



15. Neither Management, nor the Breeza Owners Association nor the Board of Directors are responsible for the set up or clean up of any function unless such function is sponsored by the Breeza Owners Association or the Board.
16. The reserving Resident or Office Owner is responsible for keeping his/her guests within the Community Room. The reserving Resident is not entitled to the use of the pool, spa, fitness area, courtyard or any other Recreational Facilities in conjunction with the reservation of the Community Room.
17. The reserving Resident or Office Owner are responsible for bring their own dishes and materials to the Community Room. Residents may use the Community Room appliance for their event.
18. The sale of alcoholic beverages is not permitted; nor is the consumption of alcoholic beverages by persons under 21 years of age.
19. The responsible Owner and reserving Resident or Office Owner agree to indemnify, hold harmless and defend the Breeza Owners Association, Management and their agents and employees, and the Board, from and against any and all claims for damage, liability, loss of property injury, expense and costs (including, without limitation, attorneys fees and costs and costs of enforcing this indemnity) related to or arising from the reservation and use of any Association facility.
20. The reserving Resident or Office Owner agrees to provide the Breeza Owners Association with a Certificate of Insurance naming as additional insured the Breeza Owners Association and Management, for the date and time of the function. This certificate is available through the homeowner's insurance agent. It can be faxed or delivered to Management.
21. As determined by the applicable County Fire Authority, the maximum occupancy for the Community Room is 35 persons. This includes any catering or service staff. Please observe the maximum occupancy limit, as it is required by law and contributes to the safety of your guests. All functions must be over, with facilities cleaned, doors locked and trash removed by 11:00 p.m.
22. It is the Resident's or Office Owner's responsibility to pay for the service of an extra attendant if you are expecting a large group of guests. These services will be billed to the Resident or Office Owner in accordance with the Board's fee schedule. Advance arrangements and payment through Management are necessary. A check for the extra attendant shall be made out to the Breeza Owners Association and is expected at the time your application is submitted. Any applicable fees will be charged for the entirety of your function, not simply when the function is in progress. Failure to comply with these requirements may result in a fine in accordance with the Board's fine schedule.





RESERVATION APPLICATION AND AGREEMENT FOR THE COMMUNITY ROOM

APPLICATIONS MUST BE SUBMITTED SEVEN (7) DAYS PRIOR TO USE

Cancellations must be made at least forty-eight (48) hours in advance to assure return of usage fee.

RESIDENT NAME: _____ UNIT #: _____

PHONE: (DAY) _____ (EVENING) _____ EVENT TYPE: _____

DATE OF USE: _____ SET UP TIME: _____ EVENT START & END TIME: _____

**PLEASE BE SURE TO INCLUDE ENOUGH TIME FOR SET UP & CLEAN UP*

<u>Usage Fees:</u> 1-10 people \$ 75.00	<u>Usage Deposit:</u> 1-20 people \$500.00
11-20 people \$150.00	21-35 people \$750.00
35 people \$250.00	
* Max 35 people	

Please Mark an "X" for your preferred Time Slot*:

_____ 7:00 AM TO 3:00 PM _____ 4:00 PM TO 11:00 PM _____ Other: _____

*Each time slot requires the payment of a usage fee. If your event overlaps between the two offered time slots, you will be required to pay multiple usage fees. However, one security deposit will be sufficient despite any overlap.

NUMBER OF GUESTS* * ADULTS _____ CHILDREN _____ TOTAL _____

SURPRISE PARTY? YES _____ NO _____

The undersigned agrees to indemnify, defend and hold the Breeza Owners Association and its officers and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property, cost of attorney fees arising out of, or in connection with, the use of Breeza's facilities regardless of whether the use was actively or passively negligent, either sole or contributory in connection with such liability. I certify that we have received and read the rules and regulations regarding Recreational Facilities. I, the undersigned, do hereby agree to abide by all policies and rules covering the usage of this facility. I further agree to be responsible for any and all damage to the facility, furniture or equipment caused by my use thereof. I understand that any violation of the Association's rules and policies may result in the immediate closing of the facility.

* I have read and understand the attached Recreational Facilities Reservation Information, attached hereto.

Resident's/Office Owner's Signature

Owner's Signature

MANAGEMENT USE ONLY:

Date Received _____ Entered in Calendar _____
Time Received _____ Confirmation Letter _____
Staff Name _____ Check Returned _____
Entered in Reservation Book _____ Guest List Received _____

Approved () Denied () Date _____ Signed _____
Deposit () Fee () Extra Attendant ()

Check # _____

Please send your completed form to the address below:

BREEZA OWNERS ASSOCIATION
1431 Pacific Highway
San Diego, CA 92101
Telephone: (619) 696-7304