

SUMMERFIELD HOMEOWNERS ASSOCIATION

AGREEMENT FOR USE OF COMMON AREA FOR PRIVATE PARTY

This Agreement ("Agreement") is made this ____ day of _____, 20__, by and between the SUMMERFIELD HOMEOWNERS ASSOCIATION ("Association") and _____ ("Owner"), owner at _____, Poway, California.

This Agreement is made for the purpose of granting Owner the right to use the portion of the Association's common area _____ for a private party or gathering on _____, 20__, from ____ a.m./p.m. to ____ a.m./p.m. However, Owner may not, during the period of any such use, deny the use of any common area to any member or guest of the Association. Such use of the common area by Owner shall be subject to the following terms and conditions:

1. Rules. Owner hereby agrees to abide by and conform to all rules and regulations of Association, including, but not limited to, the Association's parking regulations and the Association's governing documents.

2. Indemnification and Hold Harmless. Owner uses the common area at Owner's own risk, and acknowledges that Association does not warranty or make any representations regarding the safety and condition of the common area.

In consideration of the right to use the Association's common area and for other valid consideration, Owner agrees to indemnify and hold harmless Association, its officers, directors, former officers and directors, agents, and employees, from any and all claims, demands, actions or causes of action known or unknown, including all injuries, deaths and/or damages arising out of, or in any way connected with, the use by Owner of the Association's common area. Association shall not be responsible for any damage or injury that may occur to Owner or to Owner's agents, servants, employees, invitees, guests, or property from any cause whatsoever during the period covered by this Agreement; and Owner hereby expressly releases Association from, and agree to indemnify it against, any and all claims for such loss, damage, or injury.

Owner also agrees to be responsible for any loss, cost, damage, or expense sustained by Association and its membership, including reasonable attorneys' fees, arising from Owner's use of the common area under this Agreement

Owner Initial

3. Security Deposit. Owner hereby agrees to pay the Association \$_____ prior to use of the common area. Such deposit may be used by Association to pay any expenses of cleaning and repairs or replacements required after use of the common area by Owner. Refund of any unused deposit or requirement of payment of additional deposits shall be at the discretion of the Association.

4. Liability Insurance. Owner shall obtain a general comprehensive liability policy of insurance in the amount of \$300,000 to cover, among other things, Owner's guests and agents during the use of the common area for the private party, and shall name Association as an additional insured

on such policy. The coverage under Owner's policy must expressly state it is primary to any insurance carried separately by the Association. Owner's insurance must also clearly state it has coverage for Owner's intended use including, but not limited to, installation, use and removal of a _____ on Association's common area.

5. Covenants.

(A) Owner and Owner's invitees, guests, and any persons admitted to the common area by Owner, shall comply with all laws of the United States, the State of California, all ordinances of San Diego County, and all rules and requirements of the local police and fire departments.

(B) Owner or Owner's invitees, guests, and any persons admitted to the common area by Owner, shall not injure nor damage in any manner the common area, and shall not cause or permit anything to be done whereby such common area shall be in any manner damaged, marred, or defaced.

(C) If during the term of this Agreement any portion of the common area shall be damaged by the act, default, or negligence of Owner or any of Owner's invitees, guests, or any persons admitted to the common area by Owner, Owner shall pay to Association, upon demand, any and all costs and fees to make repairs or replacements.

(D) Owner shall be responsible for any attorneys' fees and costs incurred by Association in enforcing any provisions of this Agreement.

(E) Association reserves the right to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of Association, and to prevent any damage to or destruction of the common area during the period of Owner's use.

(F) Owner shall use the common area in a proper and safe manner, and neither the Association nor any of its employees, agents, officers, or directors shall be responsible for instructing or otherwise supervising Owner's use of the common area.

(G) Owner shall not use the common area if any health condition of Owner makes such use dangerous or hazardous to Owner or any other person using the common area.

**SUMMERFIELD HOMEOWNERS
ASSOCIATION**

OWNER

By: _____

By: _____

(PRINT NAME)

SSN _____

Driver's License No. _____