


GOLDEN RAIN FOUNDATION FACILITY RESERVATION AGREEMENT

I ACKNOWLEDGE AND AGREE THAT I, FOR MYSELF OR ON BEHALF OF THE PERSONS, CLUB, GROUP OR ORGANIZATION I REPRESENT (COLLECTIVELY "APPLICANT"), ACCEPT THIS RESERVATION SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. APPLICANT agrees that Golden Rain Foundation of Laguna Woods ("GRF") and its Managing Agent, Village Management Services, Inc. ("VMS") and their employees and directors are not responsible for any program, activity, or content thereof, that takes place during APPLICANT'S use of GRF facilities. If the City of Laguna Woods requires a Special Event Permit relating to the use of this GRF facility, APPLICANT agrees to comply with the City's requirements. In the event that the City requires APPLICANT to obtain insurance in order to obtain a Special Event Permit from the City, APPLICANT shall name GRF and VMS, and their employees, directors and agents, as additional insureds. APPLICANT agrees to provide a copy of the policy or a specific endorsement that shows coverage to GRF, if requested.
2. APPLICANT will not violate any local, state or federal law and will be solely responsible for all violations of local, state and/or federal laws. GRF is authorized to investigate any claim that any local, state or federal law has been or is being, violated. Neither GRF, its Directors, Officers nor Staff shall be liable, at law or in equity, as a result of APPLICANT'S failure to comply with this rule. GRF is authorized to cooperate with all government authorities relating to alleged violations of local, state and/or federal laws; and in the event that GRF determines, in its sole discretion, that the APPLICANT has violated any local, state and/or federal law, GRF may immediately, without further notice, terminate the GRF permit, and the APPLICANT shall thereupon immediately cease all activities under the permit.
3. APPLICANT agrees to use GRF facilities in accordance with GRF Recreation Department Policy and Recreation Operating Rules, as approved and updated from time to time. GRF Recreation Department Policy and Recreation Operating Rules can be viewed online at www.lagunawoodsvillage.com. (Select Recreation, then locate the GRF Approved Recreation and Special Events Department Policy under Recreation Publications.)
4. APPLICANT agrees to use GRF facilities only for the stated purpose and hours specified on the permit. If the purpose is different from the stated purpose, applicant will be required to pay additional fees for any violation of policies. The specified hours include decorating, food preparation and clean up time. Any hours beyond permitted time and/or beyond the facility's closing time will result in additional hourly rental, staff charges, and may result in disciplinary action, unless prior arrangements have been made with, and agreed to by the Clubhouse Supervisor. APPLICANT agrees that GRF fees are subject to change without notice. APPLICANT will be required to pay additional fees.
5. APPLICANT agrees that Styrofoam products are not permitted in any GRF facility.
6. APPLICANT agrees to comply with all applicable governmental regulations and obtain permits as required. This includes raffles, bingo and event signage. Further information may be obtained from the City of Laguna Woods.
7. APPLICANT agrees that this (these) reservation(s) is (are) only for the GRF facility specified on the facility permit. Other GRF facilities, such as swimming pools, billiard rooms, etc., are not included.
8. APPLICANT agrees that any caterer, other than those on the list of pre-approved caterers, must be approved in advance. The approval process may take several weeks, depending on APPLICANT'S caterers' insurance program, and is not guaranteed. See the Requirements for Caterers/Vendors document for more information.
9. APPLICANT agrees to pay additional fees for use of kitchen when major appliances in the kitchen are used for meal preparation/service while renting a small dining room, large dining room or a Main Lounge.
10. APPLICANT agrees to make arrangements with appropriate Clubhouse Staff one month in advance for additional services, such as Technicians, Bartenders, etc. and any special equipment that may be available at the GRF facility. APPLICANT understands that APPLICANT will be billed for any additional staffing requirements.
11. APPLICANT agrees that guests will be accompanied by a Laguna Woods Village resident, who will be present during the duration of the reservation. APPLICANT agrees that APPLICANT is responsible for the behavior of all attendees and for leaving the GRF facilities in the same state of cleanliness and repair as APPLICANT received them. APPLICANT agrees to pay for any necessary cleanup costs and/or damages caused by APPLICANT or its attendees that take place during APPLICANT'S use of GRF facilities.
12. APPLICANT agrees that cancellations must be made at least 14 days in advance of the scheduled event, by signing a cancellation form, obtainable in the Recreation Department office. Failure to do so will result in the complete forfeiture of the minimum Fee and Room Reservation Fee. Refunds will be credited to a credit card.
13. APPLICANT agrees that GRF facilities are smoke free. APPLICANT is responsible for inquiring with Clubhouse Staff about designated smoking areas and notifying APPLICANT'S attendees.
14. APPLICANT agrees to contact the Clubhouse Staff at least one week prior to the event to arrange set-up requirements and equipment needs, etc. **GATE CLEARANCE FORM MUST BE SUBMITTED TO COMMUNITY ACCESS AT LEAST FOUR BUSINESS DAYS PRIOR TO EVENT.**

APPLICANT ACKNOWLEDGES AND AGREES THAT APPLICANT SHALL CONTACT THE GRF RECREATION DEPARTMENT IN ADVANCE FOR WHICH APPLICANT DESIRES TO USE THE GRF FACILITY ACCORDING TO THE TERMS AND CONDITIONS LISTED ABOVE.

APPLICANT ACKNOWLEDGES THAT IT HAS EITHER RECEIVED OR BEEN OFFERED THE FOLLOWING DOCUMENTS FROM THE GRF RECREATION DEPARTMENT AND THAT IT UNDERSTANDS THEIR CONTENT: Facility Permit, Payment Receipt, List of Caterers Meeting the Insurance Requirements to Utilize GRF Facilities, Community Access Gate Clearance, Responsibilities When Using Laguna Woods Village Kitchen and Dining Room Facilities, Reservation Checklist, and copy of Reservation Agreement, when signed once a year.

 **Initial** An Exception Rental Rate applies to an outside organization or club for which the resident is making a reservation or all weddings and/or wedding receptions made between nonresidents who are a sibling, parent, child or grandchild of the resident.


An outside organization is defined as an organization not recognized by the Recreation Department as a Laguna Woods Village Club. APPLICANT understands the exception policy, including the difference in charges.

I have read and understand the above information. I further understand that it is my responsibility to make sure that any members of the club I am representing, and other attendees, are also informed of the above. I further understand that if I/we violate any of the above, I/we may be subject to member disciplinary action.

THIS AGREEMENT LIMITS THE LIABILITY OF GRF and VMS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (ALL HEREAFTER COLLECTIVELY REFERRED TO AS "GRF RELEASEES") AND WAIVES ANY CLAIM APPLICANT MAY HAVE AGAINST GRF RELEASEES FOR INJURY OR DAMAGE, EXCEPT THAT WHICH ARISES FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRF RELEASEES. PLEASE READ IT CAREFULLY BEFORE SIGNING.

1. APPLICANT AGREES TO HOLD HARMLESS, RELEASE, WAIVE LIABILITY, DEFEND, COVENANT NOT TO SUE, AND FOREVER DISCHARGE GRF Releasees from and against any and all present and future liability, claims, financial losses, lawsuits, demands, actions, damages, expense and causes of action whatsoever, including attorneys' fees and costs, arising out of, or related to, any claims brought loss, bodily injury, sickness, viruses, disease, death, and damage to property or loss of use, that may be sustained by APPLICANT related to use of a GRF facility INCLUDING THOSE ARISING OUT OF ANY ACTIVE OR PASSIVE NEGLIGENCE OF GRF RELEASEES, EXCEPT THAT WHICH ARISES FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRF RELEASEES.
2. ADDITIONALLY, APPLICANT AGREES TO INDEMNIFY, DEFEND AND HOLD GRF Releasees absolutely harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with APPLICANT'S use of the GRF facility, including those arising out of any active or passive negligent act or omission of GRF Releasees, except that which arises out of the gross negligence or willful misconduct of GRF Releasees.
3. APPLICANT AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT ("AGREEMENT") IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF CALIFORNIA, and that if any portion is ruled invalid, the balance shall continue in full legal force and effect.

APPLICANT HAS READ AND VOLUNTARILY ENTERED INTO THIS AGREEMENT, which shall remain in effect for the duration of APPLICANT'S use of a GRF facility, and agree that no oral agreements, representations, statements or inducements apart from this written agreement have been made.

 **Applicant's Signature:** _____

Applicant's Printed Name: _____ **Date:** _____