

## CLUBHOUSE USE POLICY DIRECTIVE NO. 3

The intention of this Lido Isle Community Association ("LICA") Directive No. 3 is to make LICA's clubhouse (the "Clubhouse") readily available on an equitably shared basis for temporary exclusive use of one or more of its rooms both by the organizations and groups referred to collectively below as "Approved Organizations" and by individuals referred to collectively below as "Eligible Hosts." Approved Organizations should and will have scheduled use of the Clubhouse with no reservation charge. For the convenience and benefit of Eligible Hosts who desire to have scheduled use of the Clubhouse for a personal function, a reasonable fee will be charged. This Directive describes the process for registration and coordination of dates of Clubhouse use, and describes all restrictions on the types of such uses, consistent with zoning as a Community clubhouse. The responsibility for carrying out this Directive has been delegated to the Association Manager, who is responsible to the LICA Board of Directors (the "LICA Board"). All questions and concerns regarding this Directive No. 3 shall be directed to the Association Manager.

### I. QUALIFIED CLUBHOUSE USE.

The Clubhouse is available for use only by the Approved Organizations or by the Eligible Hosts, as further defined below. Certain uses are prohibited. (See Section C below.)

#### A. APPROVED ORGANIZATIONS:

1. **"Qualified Organizations"** approved by the LICA Board are Lido Isle Community Association "LICA", Lido Isle Men's Club "LIMC", Lido Isle Tennis Club "LITC", Lido Isle Women's Club "LIWC" and Lido Isle Yacht Club "LIYC".
2. **"Sponsored Groups"** are all designated groups for which any of the Qualified Organizations (LIMC, LITC, LIWC or LIYC) decides to serve as the sponsoring Qualified Organization because in each case the Sponsored Group is appropriate to the goals and objectives of the sponsoring Qualified Organization and serves a function that is typically or historically associated with the sponsoring Qualified Organization. Whenever any of the Qualifying Organizations proposes to add another Sponsored Group, it shall first submit a written request to, and obtain the approval of, the LICA Board. Also, on no less than an annual basis, each Qualifying Organization shall submit a written request to, and obtain the approval of the LICA Board for continued approval of its list of Sponsored Groups. Sponsored Groups shall always be considered a sub-group subject to the rules and supervision of the sponsoring Qualified Organization which shall be responsible for ensuring that each of its Sponsored Groups adheres to all applicable requirements of this Directive No. 3, including proper care and use of the Clubhouse during any event and designated cleanup rules thereafter.
3. **"Interest Groups"** are any other non-profit organizations or group of persons approved by the LICA Board as a Lido Interest Group. Each Interest Group must meet the following criteria to be considered by the LICA Board for use of the Clubhouse on a non-fee basis: 1) The Interest Group members must be primarily LICA members or their tenants with a current annual lease (collectively, "LICA Resident"); 2) Membership must be open to all LICA Residents; 3) Membership must be advertised to all LICA Residents; 4) The purpose of the Interest Group must be not for profit to any individual, organization or company; 5) Use of the Clubhouse by the Interest Group is subject to approval by the LICA Board initially and on an annual basis thereafter; 6) A waiver signed by all Interest Group members may be required; 7) The Interest Group must establish a chair or contact person who must be a LICA member.

Qualified Organizations, Sponsored Groups and Interest Groups (collectively, **"Approved Groups"**) are permitted use of the Clubhouse without paying a fee. No later than September 15, all Qualified Organizations and Interest Groups shall submit calendar date requests to the LICA office for incorporation into the LICA master calendar for the upcoming year or organization period. Events scheduled for Qualified Organizations shall receive priority for date selection over those of Sponsored Groups or Interest Groups. Qualified Organizations shall first review and then submit all calendar requests for any Sponsored Group. Sponsored Groups and Interest Groups may not sponsor other groups or events. Conflicting dates will be resolved by the involved organizations, LICA Board Clubhouse Liaison ("Clubhouse Director") and/or the Association Manager. Requests for private use for the following calendar year can be made after September 15. Qualified Organizations and Interest Groups may reserve additional dates after September 15 provided the Clubhouse is available and written approval is obtained from the LICA office. Questions

regarding unresolved conflicting events or other unresolved matters will be referred to the LICA Board. If deemed required by LICA's Insurance policies, Qualified Organizations and Interest Groups must provide a certificate of liability insurance to the LICA office listing the Lido Isle Community Association as an additional insured, specifically stating the function and the date of the event(s), or one person from such group must provide a homeowners policy, naming LICA as an additional insured, to provide coverage for the event or series of events.

**B. ELIGIBLE HOSTS:**

"Eligible Hosts" must be a LICA Resident provided that any LICA Member or tenant whose membership privileges have been suspended following written notice and an opportunity for a hearing before the LICA Board because of unpaid LICA fees, assessments, boat storage fees or noncompliance with LICA's CC&Rs or rules and regulations, is not an Eligible Host until membership privileges have been reinstated. Any LICA Member whose use of LICA amenities has transferred to their tenant is not an Eligible Host. Any Eligible Host may request temporary exclusive use of the Clubhouse for a hosted event by submitting an application to the LICA office. (See, "Lido Isle Community Association (LICA) Application and Permit for Use of Clubhouse," attached.) The Eligible Host must be present at the event at all times.

**C. PURPOSE OF THE FUNCTION:**

1. Personal functions hosted by any Eligible Host must be of a social nature only, for themselves or for an immediate family member (father, mother, children, grandchildren, brother or sister) of the Eligible Host. No admission charge or donation toward cost is permitted. All expenses must be borne by the Eligible Host of the personal function. Political, commercial and business usage is prohibited. Eligible Hosts may NOT use the Clubhouse for fundraising events. Eligible Hosts may NOT reserve the Clubhouse for the benefit or on behalf of any organization, group or persons who do not qualify for the use of the Clubhouse.
2. Fundraising events sponsored by and for the benefit of a Qualified Organization, Sponsored Group or Interest Group are permitted. No other fundraising events are allowed. Organized groups, such as fraternal, business, trade, professional, commercial or political, however worthy, DO NOT QUALIFY to use the Clubhouse. Any Eligible Host who permits use of the Clubhouse by a non-approved group may forfeit the deposit or, following notice and an opportunity for a hearing, loss of future Clubhouse privileges as deemed appropriate by the LICA Board. Any decision of the Association Manager and/or Clubhouse Director regarding deposit forfeiture may be appealed in writing to the LICA Board.
3. Brand names used by for-profit enterprises, such as Weight Watchers, Herbalife, etc., may not be used as part of any individual or group using the Clubhouse facilities. Use of LICA facilities for commercial television, filming or photography or any other commercial venture is strictly forbidden.

**D. CALENDAR SCHEDULING OF THE FUNCTION:**

1. Scheduling Clubhouse events is at the discretion of the Association Manager upon conditions he/she deems appropriate. Often, back-to-back large events are not scheduled to avoid problems with rental furniture pick up and improper tear-down/cleanup. The dates directly prior to or after an event may not be guaranteed for set up days, unless specifically confirmed by the Clubhouse Director.
2. Each Eligible Host interested in reserving the Clubhouse shall download, review and complete a Clubhouse Master Calendar Request Form from the LICA website (<http://www.lidoisle.org>) prior to making an appointment with LICA staff to review their Clubhouse reservation request. The deposit amount must be paid in full before a reservation date will be confirmed.
3. Each Qualified Organization and each Interest Group shall designate a single Clubhouse Liaison to coordinate and manage requests for use of the Clubhouse. Each Clubhouse Liaison shall complete the Clubhouse Master Calendar Request Form prior to submitting request(s) to LICA staff. Each Qualified Organization shall coordinate any requests for any corresponding Sponsored Groups.
4. No less than two (2) times each year, as designated by the Clubhouse Director, the Clubhouse Director, LICA staff and at least one (1) member of each Qualified Organization shall conduct a review of the LICA Clubhouse master calendar for the upcoming year or remaining year, as needed. Any conflicts shall be resolved by the collective group or may be brought up to the LICA Board for resolution, as needed.
5. Any date reserved by an Approved Group without a defined event specified may be subject to rescheduling if a paid reservation request is received from an Eligible Host for such date.

**II. FEES FOR USE BY INDIVIDUAL MEMBERS OF LICA.**

Deposit and Rental Fee Rates

	<u>Monday – Thursday</u>	<u>Friday – Sunday &amp; Holidays</u>
Security Deposit	\$1,000	\$1,000
Rental Fee – without portable dance floor	\$450	\$750
Rental Fee – including dance floor	\$700	\$1,000
Additional Holiday Fee (from Thanksgiving to 12/31)	\$100	\$100

**The Security Deposit and Rental Fee are due at the time of application to reserve the Clubhouse. Checks must be from the Eligible Host. Business checks are not acceptable.**

- A. LICA may retain the deposit for reservation cancelled within two weeks of the event.
- B. Additional cleaning service charges and the cost of damage repairs will be deducted from the deposit.
- C. Rental fees will be waived for memorial services for a family member held by current LICA member. A \$150 deposit is required, which will be refunded, minus any cleaning or other charges.
- D. If a LICA member, a guest or a catering staff member violates any Clubhouse rule, the security deposit may be forfeited, at the discretion of LICA. Forfeiture decisions may be appealed in writing to the Board of Directors.
- E. Deposit and Rental Fee rates are subject to change. New rates become effective immediately upon adoption by the Board, and events occurring thereafter are subject to the new rates.

**III. INSURANCE.**

- A. Individual residents must provide a copy of their homeowner’s/renter’s insurance declaration page.
- B. Qualified Organizations must provide a copy of their certificate of liability insurance when they submit the Clubhouse Master Calendar Request.
- C. No later than thirty (30) days prior to the date of the scheduled event, the LICA member or Qualified Organization **MUST** provide to the LICA office the name and license number of vendors who will be performing services during the entire event, along with a minimum \$1,000,000 liability insurance certificate from each vendor, listing the Lido Isle Community Association as an additional insured and specifically stating the function and the date of the event. Delivery services need only provide their business license. Firms with employees must also provide a copy of their Workers’ Compensation insurance certificate. If the member or club fails to provide this documentation, LICA may, at its discretion, cancel the event.

**IV. MUSIC/ENTERTAINMENT.**

Music must be kept to a level that does not disturb the neighbors. After 10:00 p.m., all amplified sound must be confined to the interior of the Clubhouse. The security deposit will be forfeited for any party causing stress to the neighbors resulting in complaints to the LICA office or visits from the Police Department.

**V. SMOKING, ALCOHOLIC BEVERAGES.**

- A. Smoking is not permitted within the Clubhouse or on any LICA Property, including the Patio, docks, beaches and grass areas, per LICA Directive #35 (and City of Newport Beach Code 10.04.010).
- B. Alcoholic beverages may not be served to minors or intoxicated persons at the Clubhouse or on LICA property. Under California law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host’s negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself or to any others caused by that intoxicated individual.

**VI. PARKING.**

For personal functions with 100 or more guests, valet parking service must be provided. The Eligible Host shall instruct guests to not park in front of nor block any garage of surrounding neighbors’ property. At the discretion of the Association Manager and/or Clubhouse Director, valet parking may be required for certain events with less than 100 guests.

## **VII. SECURITY.**

For private resident functions, the resident must employ an officer from the current LICA security company to be continually present at functions where the guests are primarily under the age of 21 and at all weddings. At the discretion of the Association Manager and/or Clubhouse Director, a security officer may be required for other events. This service will be engaged by LICA at the resident's cost, which will be deducted from the security deposit.

## **VIII. FACILITY INFORMATION.**

- A. The Permit for Use of Clubhouse is specifically for the use of the **interior** portion of the Clubhouse only. A separate agreement, under the rules of LICA Directive #26, ("Lido Isle Community Association (LICA) Application and Permit for Use of Clubhouse Patio") must be signed, and additional fees paid, to include the use of the Patio and barbecues. If the Patio is not reserved as part of an event, then Eligible Host specifically acknowledges that another event may be scheduled to exclusively use the Patio at the same time.
- B. The lawns, beach and dock areas are not included in rental of the Clubhouse without written permission from LICA, and in accordance with LICA Directive #7 (LICA Beaches, Playgrounds and Parks) and Directive 9 (Docks). No permission will be given to use the LICA beach, including for use of a wedding, on Memorial Day weekend, July 4<sup>th</sup>, Labor Day or the adjoining weekends of these holidays. VIOLATION OF THIS RULE WILL RESULT IN AUTOMATIC LOSS OF THE ENTIRE SECURITY DEPOSIT.
- C. The LICA Board Room is off-limits to this Clubhouse Use Permit. This rule may be waived by a request made in writing to the LICA Manager or Clubhouse Director prior to the event.
- D. Pictures and wall hangings in the Clubhouse, including the LIYC Ship's Wheel may not be removed without prior written permission from the LICA Administrator.

## **IX. KEYS.**

The Clubhouse access key card and audio equipment room key may be picked up from the LICA office the day before the event, or on Friday for weekend events. The guest wifi code may also be requested by the Eligible Host on the day before the event. Returning keys is the responsibility of the Applicant. Keys must be returned by 10:00 am the morning following the event or by 10:00 am on Monday for events held on the weekend. If keys are not returned, the security deposit will not be refunded.

## **X. SET-UP.**

- A. Set-up is the sole responsibility of the approved group or Eligible Host. The LICA Staff does not assist with the physical set-up or party details, unless otherwise requested from LICA staff in writing prior to the event (fees may apply).
- B. Approved Groups and Eligible Hosts must provide their own supplies, decorations, linens, dishes, utensils, food, drink and other party necessities and are NOT to use items on the premises belonging to other groups. Rental equipment may not be delivered after midnight or before 8:00 A.M.
- C. Tables may not be set up or torn down directly on the dance floor. All tables and chairs set up on the dance floor must have rubber protectors on the legs.
- D. The fireplaces in the Bay Room and Garden Room are a gas log type. Lighting instructions can be obtained from the LICA office.
- E. Clubhouse furniture may not be removed from the Clubhouse for any reason.
- F. Nails or any other objects are not to be driven into any surface in the Clubhouse. No tape is to be used on the windows, mirrors or walls.
- G. No candles, torches or other open flame objects are permitted in the Clubhouse.
- H. No paintings or other decorations are to be hung on the walls.
- I. No glitter or hay/straw is permitted in the Clubhouse.

## **XI. TEAR-DOWN AND CLEANUP.**

- A. Tear-down is the sole responsibility of the approved group or Eligible host. The LICA Staff does not assist with the physical tear-down or cleanup unless otherwise requested from LICA Staff in writing prior to the event. (Fees may apply).

- B. Rental equipment may not be picked up after midnight or before 8:00 AM. All equipment and other event items must be removed from the Clubhouse by 10:00 AM of the morning following the event, or by 10:00 A.M. on Monday for events held on the weekend, or an extra day's rent will be deducted from the security deposit.
- C. Clubhouse cleaning requirements for private events include:
1. All Trash must be disposed of, including outside cement trash cans (if event guests used patio areas). Trash cans and bags are provided by LICA. All garbage bags must be placed in the dumpster, and the Clubhouse must be left in a reasonably clean condition. If the dumpster is full, trash bags should be tied and neatly placed in front of the railing in front of the dumpster.
  2. Debris must be swept from carpet and floor areas, including Lobby, Garden Room, Bay Room, Kitchen, Bar and Patio.
  3. Kitchenware must be cleaned and put away, debris removed from sinks in kitchen and bar area (ice in bar cooler is ok). Please do not put large amounts of food in kitchen disposal, but instead place in trash.
  4. Stored food items must be removed from refrigerator and freezer.
  5. All furniture must be put back in its proper location or properly stored. If Clubhouse chairs were used, they must be put back in chair room properly (see diagram inside chair room door). Chairs must be stacked straight on racks as improper stacking may cause injury if done improperly. Please lift, not slide, couches or use "slider discs" if needed to move. Discs are located in cabinet under TV on right.
  6. A mop & bucket, broom & dust pan, trash cans & bags, extra bathroom and dishwashing supplies are provided. Any spills on the dance floor should be cleaned up only by using a damp cloth with water. No other cleaning products or process may be used.
  7. Normal cleaning will be done by the professional cleaning contractor hired by LICA. Any additional cleaning costs charged by the cleaning contractor will be deducted from the security deposit or charged to the applicable Approved Group.
- D. The Eligible Host or Approved Group will be charged for any damage caused by improper use of the facilities and equipment.
- E. FAILURE TO OBSERVE THESE RULES WHICH CAUSES DISRUPTION OF OPERATIONS THEREAFTER FOLLOWING DAY WILL RESULT IN CHARGING AN EXTRA RENT, WHICH WILL BE DEDUCTED FROM THE SECURITY DEPOSIT OR CHARGED TO THE APPLICABLE APPROVED GROUP.

## **XII. CLOSING TIME.**

ALL EXTERNAL DOORS MUST BE CLOSED BY 10:00 PM. All parties must conclude by 11:00 P.M., Sunday through Thursday, and by Midnight on Friday and Saturday.

## **XIII. LIGHTS, THERMOSTATS.**

All interior lights must be turned off at the conclusion of the event. The lights in the vestibule near the bar are on permanently. Thermostats in the Garden Room and Bay Room should be turned off.

## **XIV. LOCK-UP.**

The Eligible Host or Approved Group hosting the event must oversee the lock-up procedure. All windows and perimeter doors must be shut and locked. Perimeter doors include one back door, one snack bar door, two Bay Room double doors, one Boardroom door and the front double doors. The kitchen windows and lower Bay Room windows must be shut and locked. The microphone (if used) must be placed in the Audio Equipment room and the door locked. The kitchen stove/oven and fireplaces must be turned off. If theft or vandalism results from unlocked doors, the deposit will be retained, and additional expenses will be the responsibility of the Eligible Host or Approved Group.

## **XV. REVOCATION OF CLUBHOUSE USE PRIVILEGES.**

FAILURE TO OBSERVE THESE RULES MAY RESULT IN AN ELIGIBLE HOST OR APPROVED GROUP RESPONSIBLE FOR AN EVENT TO BE CALLED INTO A HEARING OF THE LICA BOARD, WHICH COULD RESULT IN LOSS OF DEPOSIT AND/OR CLUBHOUSE USE PRIVILEGES BEING REVOKED FOR A SPECIFIED PERIOD OF TIME.

## LIDO ISLE COMMUNITY ASSOCIATION (LICA) APPLICATION AND PERMIT FOR USE OF CLUBHOUSE

<b>DATES:</b> Event Date: _____ Today's Date: _____	<b>FEES: (for Office Use only)</b> Deposit: \$ _____ Fee: _____	<b>DATE PAID:</b> _____
<b>TIMES:</b> Setup From: _____ Event Start: _____ Event End: _____	<b>REFUND: (for Office Use only)</b> Deposit Amount: \$ _____ Less: Cleaning/Damage: _____ Security Officer: _____ Total Refund: _____	<b>DATE REFUNDED:</b> _____

**CLUBHOUSE USE REQUESTED BY:**

Name: \_\_\_\_\_  
(Must be Lido Resident)

Lido Address: \_\_\_\_\_ # of Guests: \_\_\_\_\_

Email Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Purpose of Function: \_\_\_\_\_

Do you want a dance floor?     No     Yes – Size \_\_\_\_\_ (in 3 foot increments) (21'x21' Max)

Also reserving Patio\*?     No     Yes – Initial \_\_\_\_\_ \*If No, then Eligible Host specifically acknowledges that another event may be scheduled to exclusively use the Patio at the same time. (See Directive #26 for Patio Use Rules).

Applicant's Insurance Company: \_\_\_\_\_  
(Certificate required)

Agent's name/phone #: \_\_\_\_\_

**HOLD HARMLESS & INDEMNIFICATION AGREEMENT**

THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE LIDO ISLE COMMUNITY ASSOCIATION, ITS BOARD OF DIRECTORS, AGENTS AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ALL COSTS, LOSSES, CLAIMS, ACTIONS, AND JUDGMENTS ARISING FROM PERSONAL INJURIES, PROPERTY DAMAGE OR OTHERWISE, REGARDLESS OF CAUSE, THAT MAY ARISE OR RESULT IN ANY WAY FROM, OR BE ALLEGED TO BE CAUSED BY, THE UNDERSIGNED'S USE OR OCCUPANCY OF LICA FACILITIES, FURNITURE OR EQUIPMENT. THE UNDERSIGNED FURTHER AGREES TO PROVIDE A CERTIFICATE OF INSURANCE FOR LIABILITY COVERAGES, AN ADDITIONAL INSURED ENDORSEMENT (IF REQUESTED) SATISFACTORY TO LICA.

I hereby certify that I have received and read the **CLUBHOUSE USE DIRECTIVE NO. 3**, which is incorporated herein, and I agree to comply fully with the provisions and will conform to all applicable provisions of the Constitution and laws of the State of California, the County of Orange, and the City of Newport Beach, and to all other rules and regulations of LICA and its authorized agents which may be communicated to me. I agree to be responsible for all cleaning costs that exceed the standard cleaning company billing. I hereby certify that I will be personally responsible for any damages sustained to the facility, furniture or equipment occurring through the occupancy or use of said facility, furniture or equipment by me, normal wear and tear excepted. I also agree that I am personally responsible for seeing that the Clubhouse facilities are secure before leaving the premises.

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

## CLUBHOUSE USE INSURANCE REQUIREMENTS

The applicant must attach a copy of their homeowner's/renter's insurance declaration page to this form.

**Also, no later than thirty (30) days prior to the date of the scheduled event, the applicant must provide to the LICA office the name and license number of all vendors who will be performing services during the entire event, along with a certificate of liability insurance, with a minimum of \$1,000,000 coverage, listing the Lido Isle Community Association as an additional insured, specifically stating the function and the date of the event. Firms with employees also must provide a copy of their Workers' Compensation insurance certificate listing LICA as additional insured. If the member fails to provide this documentation, LICA may, in its discretion, cancel the event or the deposit may be forfeited.**

Fill in the information below:

Caterer: \_\_\_\_\_ License #: \_\_\_\_\_

Insurance Co.: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Valet: \_\_\_\_\_ License #: \_\_\_\_\_

Insurance Co.: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Equipment Rental: \_\_\_\_\_ License #: \_\_\_\_\_

Insurance Co.: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Event Planner: \_\_\_\_\_ License #: \_\_\_\_\_

Insurance Co.: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Other: \_\_\_\_\_ License #: \_\_\_\_\_

Insurance Co.: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent's name: \_\_\_\_\_ Phone: \_\_\_\_\_