



**lido isle
community
association**

701 VIA LIDO SOUD, LIDO ISLE • NEWPORT BEACH, CA 92663

**BOARD APPROVED
POLICY/PROCEDURE
DIRECTIVE**

**DIRECTIVE NO. 26
ADOPTED: August 8, 2018
SUPERSEDES: February 12, 2014**

DIRECTIVE # 26: RULES FOR USE OF CLUBHOUSE PATIO

1. The Lido Isle Community Association (“LICA”) Clubhouse patio (“Patio”) shall mean the exterior paved areas extending from western side of the LICA Board Room through the barbecue area to and including the built-in concrete bar, but shall not include the Clubhouse interior, grass or beach areas.
2. Use of the Patio, including the barbecues, is open to any LICA Member or their tenant with a current annual lease residing on Lido Isle (“Resident”) when not otherwise reserved on the LICA master calendar. Such use shall be on a first-come / first-serve basis and space shall be shared on a non-exclusive basis. Grills are to be scraped after each use. Users shall not interfere with the Snack Bar operation or beach usage.
3. LICA and LICA Qualified Organizations (LIMC, LITC, LIWC, and LIYC) have priority use of the Patio when their request is approved and placed on the LICA master calendar using a "Clubhouse Master Calendar Request" form, according to LICA Directive No. 3.
4. Use of the Patio shall be for Residents, along with their friends and family only. Other than LICA and its Qualified Organizations, no organized groups are allowed to use these facilities. Political, fundraising, commercial or business usage is prohibited. No admission charge or donation toward cost is permitted.
5. Residents may reserve the exclusive use of the Patio, including barbecues, by submitting the attached form (“Lido Isle Community Association (LICA) Application and Permit for Use of the Clubhouse Patio”) to the LICA office. Reservations are approved by the Association Manager, Clubhouse Director or the LICA Board of Directors (“LICA Management”). The Resident listed on the reservation application must be present at all times.
6. Residents may reserve the Patio on a first-come / first-serve basis, upon approved reservation and payment of applicable fees as further defined below.
 - a. A fee of \$500 plus a deposit of \$150 shall be due for each Patio reservation secured more than sixty (60) days in advance.
 - b. A fee of \$250 plus deposit of \$150 shall be due for each Patio reservation secured within sixty (60) days of the reserved date.
 - c. Reservation for exclusive use of the Patio shall be limited to Sunday through Thursday during the months of June, July and August and shall commence after 4:00pm to not interfere with snack bar operations. No reservations will be accepted for New Year’s Day, Easter weekend, Memorial Day weekend, July 4th, Labor Day weekend, Thanksgiving, Christmas or during the Newport Beach Boat Parade.
 - d. Private events on the Patio (without Clubhouse reservation) are limited to a maximum of 75 people.
 - e. Deposits will be retained if any of the following occurs:
 - i. Grills left in a dirty condition, grills left with the gas turned on, dangerous or improper use of the grills;
 - ii. Trash has not been bagged and placed in large trash dumpster;

- iii. Damage to LICA property, including tables, chairs, umbrellas or awnings;
 - iv. Smoking on LICA property, including the Patio (per LICA Directive 35);
 - v. Any noise complaint or event causing stress to the neighbors resulting in complaints to the LICA office or visits from the Police Department;
 - vi. Violation of any rule of this Directive #26 by any Resident, guest or vendor.
- e. Resident agrees to pay any additional cleaning fees or damage repair amounts that exceed the deposit amount.
 - f. Forfeiture decisions are at the sole discretion of the Association Manager but may be appealed in writing to the LICA Board. Following notice and an opportunity for a hearing before the LICA Board, Resident may lose the right to reserve the Patio for a period up to one (1) year.
 - g. Deposit and Rental Fee rates are subject to change. Fees are non-refundable, but may be applied to future reservations booked within one (1) year.
7. The exclusive use of the Clubhouse grass and beach areas is not included when reserving the Patio for private events. See LICA Directive #7 for rules defining use of the LICA Beaches, Playgrounds and Street-end Parks, including the Clubhouse grass and beach areas.
 8. Residents using the Patio without reservation of the Clubhouse shall not use any of the inside facilities for their event. During times when the Clubhouse is open, inside restrooms and the ice machine may be used as needed. Any additional non-approved use may result in the Resident being charged a Clubhouse rental fee. Outdoor bathroom facilities are provided and located on the East side of the building (Bathroom entry code will be given at time of reservation).
 9. The following MUST be preapproved in writing by LICA Management prior to any event:
 - All amplified music, including use of a DJ or amplified speakers outside of the Clubhouse. Approved music must be kept to a level that does not disturb the neighbors.
 - Use of bounce houses.
 - Removing Patio furniture from the Patio.
 10. Patio use must be concluded by 11 P.M. Sunday through Thursday, and by midnight on Friday or Saturday. ALL MUSIC MUST STOP AT 10:00 PM.
 11. At the end of the event, place all trash into garbage bags and deposit the bags into the Clubhouse Dumpster. Please do not leave full trash containers on the Patio. If the Dumpster is full, trash bags should be tied and placed in front of the Dumpster on the front side of the railing.
 12. Clubhouse interior furniture, including tables and chairs, may not be removed from the inside of the Clubhouse.
 13. NO GLASS IS ALLOWED ON THE BEACH.
 14. No signs advertising events held by Residents or for vendors are permitted on LICA property.
 15. Smoking of any kind is prohibited on LICA property, including the LICA Clubhouse, Patio, docks, grass and beach areas. Additionally, smoking is not permitted on any property owned by the City of Newport Beach, including Lido sidewalks, pursuant to the City of Newport Beach Municipal Code.
 16. **Residents who have had their LICA membership privileges suspended following written notice and an opportunity for a hearing before the LICA Board of Directors because of unpaid LICA fees, assessments, boat storage fees, noncompliance with LICA's CC&Rs or rules and regulations, are not eligible to reserve or use the Patio until membership privileges have been reinstated.**

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

DATES: Event Date: _____ Event Day of Week: _____ Confirmation Date: _____ Today's Date: _____	FEES: (For Office use only) Deposit: \$ _____ Fee: \$ _____	DATE PAID: _____ _____
TIMES: Setup From: _____ Event Start: _____ Event End: _____	REFUND: (For Office use only) Deposit Amount: \$ _____ Less Cleaning/Damage: _____ Total Refund: _____	DATE REFUNDED: _____

CLUBHOUSE PATIO USE REQUESTED BY:

Name: _____
(Must be Lido Resident)

Lido Address: _____ # of Guests: _____

Email Address: _____

Home Phone: _____ Cell Phone: _____

Purpose of Function: _____

Applicant's Insurance Company: _____ (certificate required)

Agent's name/phone #: _____

Applicable fees and a security/cleaning deposit of \$150 is to be paid at the time of reservation. Any violation that occurs per Directive 26 will result in loss of deposit. Applicant agrees to pay any additional cleaning fees or damage repair costs that exceed the deposit amount.

List outside firms, vendors and subcontractors who will be supplying services or equipment (attach additional list if necessary).

No later than thirty (30) days prior to the event, each of these companies must provide a certificate of current liability insurance with a minimum of \$1,000,000 coverage, naming LICA as an additional insured, and specifically stating the function and the date of the event. Firms with employees must provide a copy of their Workers' Compensation insurance certificate naming LICA as additional insured. If Resident fails to provide this documentation, LICA may, at its discretion, cancel the event.

Equipment Rental: _____ Phone: _____

Caterer: _____ Phone: _____

Other: _____ 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 **RULES FOR THE USE OF THE CLUBHOUSE PATIO DIRECTIVE NO. 26**, 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 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 hereby certify that I will be personally responsible for any damages sustained by the facility or equipment occurring through the occupancy or use of said facility or equipment by me, normal wear and tear excepted.

Applicant: _____ Date: _____
(Signature)

Approved By: _____ Date: _____