



**lido isle  
community  
association**

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

**BOARD APPROVED  
POLICY/PROCEDURE  
DIRECTIVE**

**DIRECTIVE NO. 26  
ADOPTED: May 10, 2023  
EFFECTIVE: JUNE 1, 2023**

**DIRECTIVE # 26: RULES FOR USE OF CLUBHOUSE PATIO**

The intention of this Lido Isle Community Association ("LICA") Directive No. 26 is to make LICA's Clubhouse **Side Patio** readily available on an equitably shared basis for temporary exclusive use both by Qualified Users, the organizations and groups referred to collectively below as "Approved Organizations," and by individuals referred to collectively below as "Eligible Hosts," and as further defined in Section 2.0 below.

Approved Organizations should and will have scheduled use of the **Side Patio** with no reservation charge. For the convenience and benefit of Eligible Hosts who desire to have scheduled use of the **Side Patio** for a personal function, a non-refundable fee and a refundable deposit will be charged.

This Directive describes the process for registration and coordination of dates of **Side Patio** use and describes all restrictions on the types of such uses, consistent with zoning as a community clubhouse, and subject to Civil Code §4515. 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. 26 shall be directed to the Association Manager.

**1. QUALIFIED USERS**

The Clubhouse is available for use only by Approved Organizations or Eligible Hosts, as further defined below. Certain uses are prohibited. (See Section 5.0 below.)

**1.1 Approved Organizations.**

1.1.1 "**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".

1.1.2 "**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.

1.1.3 "**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 Patio 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.

1.1.4 Qualified Organizations, Sponsored Groups and Interest Groups (collectively, "**Approved Groups**") are permitted use of the Clubhouse Patio 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.

## 1.2 Eligible Hosts.

1.2.1 "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 **Side Patio** for a hosted event by submitting an application to the LICA office. (See, "Lido Isle Community Association (LICA) Application and Permit for Use of Side Patio," attached.) The Eligible Host must be present at the event at all times.

## **2.FACILITY INFORMATION**

2.1 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.

2.2 The "**Patio**" includes two distinct areas, the **Front Patio** and the **Side Patio**.

2.3 See attached **Patio Area Graphic**.

### **3. NON-RESERVED USE.**

3.1 Use of the Patio (Side and Front) is open to residents when not otherwise reserved on the LICA master calendar. Such non-reserved use shall be on a first-come/first-served basis and space shall be shared on a non-exclusive basis. Grills are to be scraped after each use. Users shall comply with all applicable LICA facility rules for use and shall not interfere with the Snack Bar operation or beach usage.

### **4. RESERVED USE.**

4.1 Side Patio. The Side Patio may be reserved by Approved Groups for exclusive use at any time and by Eligible Hosts for exclusive use outside of Blackout Periods. Approved Groups have priority use of the Patio when their request is approved and placed on the LICA master calendar using a "Master Calendar Request" form.

4.2 Front Patio. The Front Patio is included, with no additional fee, when reserving the Clubhouse Bay Room. The Front Patio may NOT be reserved for exclusive use on its own.

4.3 Blackout Periods. Reservations for exclusive use of the Side Patio by Eligible Users shall be limited to Sunday through Thursday during the months of June, July and August and shall commence after 4:00 pm to not interfere with snack bar operations. No reservations will be accepted for New Year's Day, Easter weekend, Memorial Day weekend, July 4<sup>th</sup>, Labor Day weekend, Thanksgiving, Christmas or during the Newport Beach Boat Parade.

4.4 Hours of Use. All Patio use must be concluded by 11 P.M. Sunday through Thursday, and by midnight on Friday and Saturday.

4.5 Maximum Occupancy. Private events on the Side Patio are limited to a maximum of 25 people.

4.6 Bathrooms. Outdoor bathroom facilities are provided and located on the East side of the building (Bathroom entry code will be given at time of reservation). Clubhouse indoor facilities and bathrooms are not included.

4.7 Exclusions. Exclusive use of the Clubhouse Front Patio, Grass and Beach areas are not included when reserving the Side Patio for private events.

4.8 Patio Furniture. Removing furniture from the Patio MUST be preapproved in writing by LICA Management prior to any event:

4.9 Clean-Up. 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.

### **5. PURPOSE OF THE FUNCTION.**

5.1 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. Commercial and business usage is prohibited. Eligible Hosts may NOT use the Side Patio for fundraising events. Eligible Hosts may NOT reserve the Side Patio for the benefit or on behalf of any organization, group or persons who do not qualify for the use of the Side Patio.

5.2 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 or commercial, however worthy, DO NOT QUALIFY to use the Side Patio. Any Eligible Host who permits use of the Side Patio by a non-approved group may forfeit the deposit or, following notice and an opportunity for a hearing, loss of future Side Patio rental 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.

5.3 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.

## **6. CALENDAR SCHEDULING OF THE FUNCTION.**

6.1 Scheduling Side Patio events is at the discretion of the Board upon conditions they deem appropriate. However, 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”).

6.2 Each Eligible Host interested in reserving the Side Patio shall download, review and complete a Side Patio Master Calendar Request Form from the LICA website (<http://www.lidoisle.org>) prior to making an appointment with LICA staff to review their reservation request. The deposit amount must be paid in full before a reservation date will be confirmed.

6.3 Each Approved Group shall designate a single liaison to coordinate and manage requests for use of the Side Patio. Each liaison shall complete the Side Patio Master Calendar Request Form prior to submitting request(s) to LICA staff. Each Qualified Organization shall coordinate any requests for any corresponding Sponsored Groups.

6.4 No less than two (2) times each year, as designated by the Clubhouse Director, LICA staff and at least one (1) member of each Qualified Organization shall conduct a review of the LICA Side Patio 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.

6.5 Any date reserved by an Approved Group without a specified event may be subject to rescheduling if a paid reservation request is received from an Eligible Host for such date.

## **7. FEES FOR USE BY ELIGIBLE HOSTS.**

7.1 See attached **Fee Schedule** for rental fee and deposit amounts. LICA Board of Directors has authority to change fees and deposit amounts. New rates become effective immediately upon adoption by the Board, and events occurring thereafter are subject to the new rates.

7.2 The Security Deposit and Rental Fee are due at the time of application to reserve the Side

Patio. Checks must be from the Eligible Host. Business checks are not acceptable.  
Reservations are deemed confirmed upon payment of applicable fees.

7.3 Deposits will be retained if any of the following occurs:

7.3.1 Grills left in a dirty condition, grills left with the gas turned on, dangerous or improper use of the grills.

7.3.2 Trash has not been bagged and placed in large trash dumpster.

7.3.4 Damage to LICA property, including tables, chairs, umbrellas or awnings.

7.3.5 Smoking on LICA property, including the Patio (per LICA Directive 35).

7.3.6 Any noise complaint or event causing stress to the neighbors resulting in complaints to the LICA office or visits from the Police Department.

7.3.7 Violation of any rule of this Directive #26 by any Resident, guest or vendor.

7.4 Resident agrees to pay any additional cleaning fees or damage repair amounts that exceed the deposit amount.

7.5 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.

## **8. INSURANCE.**

8.1 Eligible Hosts must provide a copy of their homeowner's/renter's insurance declaration page.

8.2 Qualified Organizations must provide a copy of their certificate of liability insurance when they submit the Side Patio Master Calendar Request.

8.3 No later than thirty (30) days prior to the date of the scheduled event, the Eligible Host 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. Eligible Hosts may purchase a one-day event policy. All insurance endorsements must insure the following entity as additionally insured:

Lido Isle Community Association  
C/O GrandManors  
701 Via Lido Soud  
Newport Beach, CA 92663

## **9. MUSIC/ENTERTAINMENT.**

9.1 Any outdoor amplified sound, including use of a DJ or amplified speakers, must be pre-approved by LICA and must be kept to a level that does not disturb the neighbors.

9.2 ALL OUTDOOR MUSIC MUST STOP AT 10:00 PM.

## **10. SMOKING, ALCOHOLIC BEVERAGES, GLASS AND SIGNS**

10.1 Smoking is not permitted 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).

10.2 Alcoholic beverages may not be served to minors or intoxicated persons on LICA property. Under California law, a host of any social event or business function where alcoholic beverages are served to a minor may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from allowing a minor to be served alcohol. Such liability may include harm to the intoxicated individual himself or to any others caused by that intoxicated individual.

10.3 NO GLASS IS ALLOWED ON THE PATIO, GRASS AREA AND BEACH.

10.4 No signs advertising events held by Residents or for vendors are permitted on LICA property.

## **10. PETS or ANIMALS**

10.1 No pets or animals permitted, leashed or unleashed. Service (not comfort) dogs exempt.

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

<b>DATES:</b> Event Date: _____ Event Day of Week: _____ Confirmation 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: _____ Total Refund: _____	<b>DATE REFUNDED:</b> _____

**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 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: \_\_\_\_\_