



North Ranch Center

RENTAL AGREEMENT TO USE FACILITIES

APPLICANT: _____

ADDRESS: _____

TELEPHONE: Home _____ Cell _____

EMAIL ADDRESS _____

EVENT DESCRIPTION: _____

EVENT DATE: _____ Start Time: _____ End Time _____
Estimated Number of Attendees _____

EVENT CATERER: _____

RENTAL FEE: \$ _____ (Due 30 days prior to Event)

SECURITY DEPOSIT: \$ _____ (Due on Applicant's signing)

SECURITY GUARDS FEE: \$ _____ (Due 30 days prior to Event)
(Agreement for furnishing Security Guards is between Lantz Security Systems Inc. and Applicant)

FACILITIES (Indicate): _____ The Oak Room (**Capacity: 150**)

_____ The Acorn Room

_____ The Arroyo Room

THIS NORTH RANCH CENTER RENTAL AGREEMENT TO USE FACILITIES (“Lease”) is between WESTLAKE NORTH PROPERTY OWNERS ASSOCIATION, a California nonprofit corporation (“Westlake North”), and the Applicant. This Lease shall not be effective nor binding unless and until signed by an authorized representative of the Board of Directors of Westlake North (“Effective Date”).

1. Applicant must sign and initial each page of this Lease and give to Westlake North the information, payments and documents requested. Upon the terms stated in this Lease, Westlake North will lease to Applicant, on the date and for the hours described on page 1, the Facilities located on the premises of the North Ranch Center (Facilities and Center will be collectively referred to in the Lease as “Center”).

2. **SECURITY DEPOSIT.** Applicant must pay the Security Deposit specified on Page 1 upon signing this Lease. Westlake North will refund the Security Deposit to Applicant within thirty (30) days after the Event, less any deductions for cleaning or damage to the Center, or fines imposed for misuse of the premises, as determined by Westlake North. Applicant is fully and solely responsible for all charges in excess of the Security Deposit regardless of the amount of damage, cleaning or fines

Applicant may cancel Applicant's reservation within 14 days from the date of deposit and receive the full amount of the Security Deposit. After 14 days from the date of deposit, if Applicant cancels the reservation or if Westlake North cancels the reservation under Paragraphs 4, 8 or 14 of this Lease, Westlake North shall retain the full deposit. However, Westlake North will return fifty percent (50%) of the Security Deposit to Applicant if the Center can be re-reserved for the same date/time on terms acceptable to Westlake North.

3. **FAILURE TO RETURN KEYS.** Westlake North will provide to Applicant one or more sets of keys to the Center before the Event. Applicant must return all sets of keys to Westlake North immediately after the Event. Westlake North will charge Applicant and/or deduct from the Security Deposit \$150.00 for each set of keys not returned.

4. **RENTAL FEE.** Applicant must pay to Westlake North the Rental Fee no later than thirty (30) days prior to the Event. **The Rental Fee is separate and apart from the Security Deposit or any other deposit.** If Applicant has not paid the Rental Fee within thirty (30) days prior to the Event, Westlake North may, in its sole discretion, cancel Applicant's reservation and right to use the Center.

5. **INSPECTION OF /CENTER/WESTLAKE NORTH'S EMERGENCY REPRESENTATIVE.** During the week of the Event, Applicant will obtain a key to the Center and do a walk-thru and inspection of the Center. In the event of an emergency, dial “911” immediately. Applicant must inform Westlake North's Emergency Representative, Lantz Security Systems (Lantz”), by telephone at 805.496.5775 or contact the on-site security guards for any other problems, prior to or during the event.

6. **INDEMNITY BY APPLICANT.** Applicant is responsible for all acts or omissions occurring at the Center during the time of setup and the Event. Applicant shall indemnify, defend and hold harmless the Westlake North Property Owners’ Association, and its officers, directors, employees,

vendors, insurers and agents (all for this entire paragraph 6, "Westlake North"), notwithstanding Westlake North's active or passive negligence, from and against: (1) any and all claims arising from or related to the use of the Center during the time of the Event; (2) any and all claims arising from Applicant's nonperformance of any obligation required under the terms of this Lease, or arising from any act or omission of Applicant, or any of Applicant's agents, contractors, employees, guests, or visitors; (3) all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought; and (4) in case any claim, action or proceeding is brought against Westlake North by reason of any such claim, Applicant shall, upon notice from Westlake North, defend Westlake North in that action or proceeding at Applicant's expense. Counsel satisfactory to Westlake North will be counsel and will cooperate with Applicant in such defense. Applicant hereby assumes all risk of damage to real and personal property of Westlake North and all risk of damage or injury or death to any person or persons in, upon, or about the Center or elsewhere arising from any cause including, but not limited to, the selling and/or serving and/or consumption of alcoholic beverages at the Event. Applicant hereby waives all claims against Westlake North for all matters for which Applicant hereby assumes the risk.

7. **EXEMPTION OF WESTLAKE NORTH FROM LIABILITY.** Applicant agrees that Westlake North and its officers, directors, employees, agents and insurers will not be liable for (i) damage to the goods or other property of Applicant, Applicant's employees, guests, visitors, customers, or any other person in or about the Center, (ii) any interruption or nonoccurrence of Applicant's event as a result of the condition of or any defect in the Center or any act or omission by any person, or (iii) injury or death to any of the persons listed above, regardless of the cause, whether such damage or injury results from conditions arising in the Center or upon other portions of Westlake North Property Owners' Association or from other sources or places.

8. **APPLICANT'S INSURANCE.** Applicant must deliver to Westlake North, no later than thirty (30) days prior to the Event, a Certificate of Liability Insurance from Applicant's insurance carrier, reflecting a Special Event Endorsement, naming Westlake North as an Additional Insured under the policy, in an amount not less than **\$1,000,000** per occurrence. Applicant's insurance policy/Special Event Endorsement must be primary and noncontributory with any policy(ies) carried by Westlake North and, to the extent it can be obtained, any loss must be payable regardless of any act or negligence of Westlake North that might otherwise result in loss of insurance. If Applicant has not provided the required Certificate of Liability Insurance to Westlake North within thirty (30) days prior to the Event, Westlake North may, in its sole discretion, cancel Applicant's reservation and right to use the Center.

9. **SECURITY.** Applicant agrees that Westlake North is not obligated in any way to provide guard service or other security measures for the benefit of the Center. Applicant assumes all responsibility for the protection and property of Applicant, Applicant's agents and guests, from acts of third parties. Applicant must contract with Lantz Security Systems Inc., for two (2) or more security guards for a minimum of four (4) hours @ \$25.00 per guard per hour for all parties. At the time the Applicant signs this Lease, Applicant must sign a security contract agreement with Lantz (as a licensed and bonded security company).

10. **SET-UP AND CLEAN-UP FEES.** Westlake North will provide its maintenance staff for set-up and clean-up for the Event and will be responsible for clean-up review after the Event. If Westlake North's maintenance company charges Westlake North more than \$250.00 for cleaning, Westlake North will deduct any charges over that amount from the Security Deposit. If spot cleaning and/or additional carpet cleaning are required, Applicant agrees to be solely responsible for such additional charges which will be deducted from the Security Deposit. If additional cleaning charges (or any other charges) are more than the amount of the Security Deposit, Westlake North will send an invoice to Applicant. Applicant agrees to send payment to Westlake North for the invoiced amounts within ten (10) days from the date of the invoice.

11. **USE OF TABLES AND CHAIRS.** Applicant may use chairs and tables at the Center owned and provided by Westlake North. Applicant must pay for and provide any additional items to be used at the Event.

12. **PARKING.** Applicant may use Westlake North's parking facilities in the areas marked and designated for this purpose. Additional parking on Valley Spring Drive is available.

13. **NOISE.** Applicant is aware that the Center is located in a noise sensitive area. Westlake North is required by the City of Thousand Oaks to keep noise levels to an absolute minimum in the parking lot. Further, although a reasonable level of noise within the Center is acceptable, no undue noise or other unruly, illegal, or obnoxious conduct that disturbs neighbors shall be permitted. Applicant shall control his or her guests to ensure compliance.

14. **COMPLIANCE WITH LAWS AND RULES:**

- a. Live bands are not allowed.
- b. The use of confetti, rice, glitter products and/or flammable decorative materials is prohibited.
- c. No staples, tacks or tape (or anything else) are to be attached to the building.
- d. Nothing is to be attached to any of the sprinkler heads or chandeliers at any time.
- e. The Center does not allow open flames such as candles. LED battery operated candles are permitted.
- f. The Center is a non-smoking facility. Smoking is only permitted outside in designated smoking areas only.
- g. Sale of alcoholic beverages on the premises of the Center is prohibited without the appropriate Alcohol Beverage Control, State of California Permit. Such Permit must be obtained no later than thirty (30) days prior to the Event. If Applicant has not provided

the required Permit to Westlake North within thirty (30) days prior to the Event, Westlake North may, in its sole discretion, cancel Applicant's reservation and right to use the Center.

Alcohol must be served by a person 21 years or older

h. Westlake North is not responsible for any items left on the premises of the Center prior to, during or after the Event.

i. The North Ranch Center Decorating and Cleaning Rules are attached.

j. MUSIC MUST STOP BY 10:30 PM AND BUILDING CLOSING TIME IS 11 PM ON FRIDAY AND SATURDAY. MUSIC MUST STOP BY 9:30 PM AND BUILDING CLOSING TIME IS AT 10 PM ON SUNDAY THROUGH THURSDAY.

k. The Security Guards will lock the building and place the keys in the drop box.

15. ATTORNEY'S FEES AND COSTS. . In any action arising from or related to this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. This Lease will be governed by and construed in accordance with the laws of the State of California with venue to be in Ventura County, California.

DATE: _____, 2____

Lessor/Westlake North

WESTLAKE NORTH PROPERTY OWNERS' ASSOCIATION

By: _____

Its: _____

DATE: _____, 2____

Applicant/Lessee

North Ranch Center Decorating and Cleaning Rules

1. Nothing touching or connected to the chandeliers is permitted.
2. No staples, nails, tape or (anything else) attached to on walls.
3. All front windows in Oak room should remain closed during event.
4. No gummy, chewy gum or candy allowed.
5. Empty all trash from event into outside dumpster (please use rear patio exit).
6. Clear all belongings including tableware, linens, decorations, furniture, etc. from building after the event.
7. Take or throw away all leftover food from event.
8. No Barbequing inside Center. Outside is allowed using drop cloth.
9. Fountain area is not to be disturbed.
10. No confetti, rice, glitter products, paint and/or flammable decorative materials.
11. Open flame candles are not permitted. LED battery operated candles are permitted.

Failure to comply with the above Rules may result in a minimum of \$150 deduction from security deposit.