

APPENDIX B (page 1 of 2)

LSCA RECREATION CENTER USAGE AGREEMENT

LIDO SANDS COMMUNITY ASSOCIATION Recreation Center Usage Agreement (“Use Agreement”)

A Member of Lido Sands Community Association (“LSCA”) in good standing may reserve on a non-exclusive basis the Recreation Center at 4700 Lido Sands Drive for a group event (“Event”), limited to a maximum of one-hundred and fifty (150) individuals, by agreeing to and complying with the terms in this Use Agreement, as evidenced by signature on reverse side of this Use Agreement. This signed Use Agreement and all other fees and documents must be submitted to the Director designated in charge of the Pool/Recreation Center, or the President if nobody is currently designated as in charge of the Pool/Recreation Center, (“Pool Chairperson”), two weeks prior to the date of the Event.

Prior to the Event

1. Provide a current Homeowners/Renters Insurance declarations page/certificate evidencing a minimum of \$1 million in liability coverage, or, in the alternative, obtain a "special events" rider/endorsement to their homeowner's policy which provides \$1 million in liability coverage and submit the same to Pool Chairperson with this signed Use Agreement.
2. Submit Deposit check(s) to the Pool Chairperson as follows:
 - a. A refundable cleaning deposit:
\$100 for Events with under 100 guests
\$500 for Events with 100 or more guests
 - b. A non-refundable usage fee:
\$ 0 for Events with under 50 guests
\$ 50 for Events with 50-99 guests
\$250 for Events with 100 or more guests
 - c. A non-refundable utility fee of \$35 for “Bounce House” or other accessory which utilizes continuous electrical usage.
3. Make sure you have sufficient Visitor Parking Passes for the Event. If Parking Guard is on duty (at the entrance to Lido Sands) you should inform him/her of the Event prior to the date of the Event. You may also consider making arrangements with the Parking Guard for the distribution of Visitor Passes on day of Event.
4. Inspect the Recreation Center and report any concerns to Pool Chairperson.

After the Event

1. Clean up Recreation Center and place all garbage at curbside near the entrance of the Estrada.
2. After cleaning the Recreation Center, secure and close all gates when leaving.
3. If using BBQ, do not discard hot coals in trash cans. Wait until coals are cooled and then place in trash bag, double bagged and tied.

CLEANING DEPOSIT WILL BE REFUNDED AFTER TRASH HAS BEEN PICKED UP BY CITY (MONDAY) AND RECREATION CENTER HAS BEEN INSPECTED FOR CLEANLINESS

APPENDIX B (page 2 of 2)

LSCA RECREATION CENTER USAGE AGREEMENT (cont.)

The undersigned LSCA member (“User”) wishes to reserve for an Event on the date indicated below for non-exclusive use the LSCA Recreation Center, located at 4700 Lido Sands Drive, Newport Beach, CA, inclusive of all amenities within, including but not limited to athletic facilities, pool facilities, playground facilities, restrooms, grass and picnic areas, and LSCA private streets.

Non-exclusive use means that the LSCA Recreation Center and Pool Area is not reserved solely for User-Event. All Lido Sands Members and guests may have access to the Recreation Center and Pool Area during Event. The reservation process is required to ensure that two or more events are not scheduled at the same time, and for the User to attest to the terms and conditions of this agreement and all other governing laws. Please be considerate of other Members and guests enjoyment of the Recreation Center and Pool Area.

In consideration of LSCA allowing such non-exclusive use of the LSCA Recreation Center, the User agrees to the terms of use (reverse) and other provisions as follows:

1. To be responsible for, and provide adequate supervision for, his/her guests at all times and ensure that all applicable laws, restrictions, ordinances, and LSCA rules and regulations are fully obeyed. Any violation of such by the User and/or guests of User may result in forfeit of any refundable deposits, assessment of penalty fees, and restriction on future usage of LSCA facilities. (NOTE: the Recreation Center is subject to the ordinances of Newport Beach which prohibit certain activities/actions, including but not limited to, underage consumption of alcoholic beverages or illegal controlled substances, excessive noise, and usage/displays of fireworks.)
2. To be responsible for any damage to LSCA property, fixtures, or related equipment that occurs during Event, and to provide a current Homeowners/Renters Insurance declarations page/certificate evidencing a minimum of \$1 million in liability coverage, or, in the alternative, obtain and provide proof of a "special events" rider/endorsement to their homeowner's policy which provides \$1 million in liability coverage for the subject event.
3. To the fullest extent permitted by law, User agrees to defend, indemnify, protect and hold harmless LSCA, its Members, Directors and Officers (both collectively and individually), and agents from and against any claims, losses, liabilities, costs, damages, expenses, and attorneys' fees or costs of defense (including expert costs) arising out of or in any way attributable to any and all acts and omissions of the User and/or guests and invitees of User, pertaining to the use of the LSCA Recreation Center, including, but not limited to, personal injury or property damage related to the User, the User's guests/invitees, or any attendee's person, possessions, or property. User expressly agrees that his/her duty to defend and indemnify shall exist regardless of whether or not the User is found to be liable, at fault, or to have violated any duty of care. User also agrees to comply with all applicable federal, state, county and city ordinances, permit and licensing requirements, and agrees to defend and indemnify LSCA for any and all penalties for violating such ordinances, permit or licensing requirements.

Date Of Event: _____

User (printed name): _____

Signature: _____ Today's Date: _____

User Address: _____ Lot #: _____