

## **MARINERS GREEN ASSOCIATION #2**

625 Fathom Drive, San Mateo, CA 94404

### **CLUBHOUSE RENTAL RESERVATION AGREEMENT (REVISED/APPROVED MAY 28, 2026)**

Resident Name: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Description of Event: \_\_\_\_\_

#### **1. ELIGIBILITY**

A. Residents in Good Standing: All residents in good standing (current on all payments to the Association and not in violation of the Governing Documents) with Mariners Green 2 HOA are eligible to rent the Clubhouse. Proof of residency with an address within the Association must be presented with this application (current driver's license, PG&E bill, phone bill, or copy of lease).

B. Limitation of Use: All residents in good standing are limited to 3 rentals per year. Exception of the number of rentals per year may be granted upon prior written petition to the Board of Directors. Rentals cannot be consecutive days unless prior special permission is granted by the HOA Board.

#### **2. RENTAL FEE AND DEPOSIT**

**A. Rental Fee:** \$100.00 (NON-REFUNDABLE)

**B. Security and Cleaning Deposits:** Upon being given access the renter will receive by email a comprehensive set of videos explaining everything that they need to know about their Clubhouse rental before, during, and after their rental. Additionally, you will receive a copy of the Pre/Post Checklist-attachment A to this agreement. The owner must agree to view all the videos and complete the Pre/Post Checklist at the times noted and submitted to [cs@manorinc.com](mailto:cs@manorinc.com) by its deadline. \_\_\_\_initial

##### ***Security Deposit:***

A \$250 security deposit is required to help ensure that if property is damaged the Association can be reimbursed for costs incurred to repair/replace the damage, or a person is assessed for breach of this agreement. Damage or assessments for breach of this agreement will be deducted from the security deposit. If the total exceeds the deposited amount, the owner is still liable for the total amount that was determined.

Replacement/repair of damaged property or destroyed property.

a. subject to reimbursement for costs incurred.

Assessments for breach of this agreement:

## **MARINERS GREEN ASSOCIATION #2**

625 Fathom Drive, San Mateo, CA 94404

- Leaving the oven on, leaving the fireplace on, or leaving any door open or unlocked (including interior bathroom doors) \$250
- Leaving water running in the sink \$100
- Staining of furniture (e.g. walking on chair/sofa cushions, spilling liquids/foods) \$150
- Leaving decorations or tape up on the walls \$50 to \$150
- Excessive noise \$100
- Authorized renter not present \$250
- Improper usage \$250 (See Rules and Regulations Section)
- False information given on this Agreement or to the rental agent \$250
- After hours loitering on Mariners Green 2 HOA property \$100
- Occupancy past room maximum (80 people seated/125 people standing) \$100

### ***Cleaning Deposit \$250***

To ensure that the renting resident receives a clean Clubhouse, the Clubhouse will be professionally inspected for conditions of its furniture and appliances. It will be cleaned before their rental.

Upon arrival at the Clubhouse the renter must complete the first section of the attached checklist (Pre/Post Checklist) At the end of your rental, the renter must complete the second part of the checklist and submit it to the Manor Association [cs@manorinc.com](mailto:cs@manorinc.com) by the Monday after your rental.

**C. Time for Return of Deposits:** The Pre/Post Checklist and the Clubhouse will be inspected to determine if it was cleaned and returned to its original condition. Mariners Green 2 HOA will return the deposit within thirty (30) days after clubhouse use. Damages and assessments for breach of this agreement and/or extra cleaning fees will be deducted from the deposit. Any amount exceeding \$500.00 will be invoiced to the owner/renter and due 30 days from the date of invoice.

**D. Form of Payment:** All payments must be made by the residents of Mariners Green 2 HOA only. The Rental Fee may be made by electronic payment or check (personal or cashier's) payable to Mariners Green 2 HOA. The Rental fee of \$100 must be paid separately from the Security and Cleaning deposits (total of \$500) It can be 2 checks or electronic payments. Payments must be made at least 2 weeks prior to the rental date. Last-minute rentals may have the time limit removed subject to the Board's decision.

**E. Exception:** Exception of the rental fee and/or deposit may be granted upon prior written petition to the Board of Directors. Typically, a waiver may be granted for events that are open to all Mariners Green residents.

## **3. ACCESS**

**A. Access to the Clubhouse:** Access to the Clubhouse will be granted only to the resident(s) named on the contract and only for the duration of the rental. Access will not be granted until

## **MARINERS GREEN ASSOCIATION #2**

625 Fathom Drive, San Mateo, CA 94404

the deposits are paid. No exceptions. Access will be granted by a special access code sent to the renter by email at least one day before. The access code is operable at the front door from 6am the day of the rental until 1am the day after the rental.

### **4. RULES AND REGULATIONS**

**A. Rules:** All rules, regulations, restrictions, and resolutions of the governing documents of Mariners Green Association #2 shall apply.

**B. Renter Present:** Renter must be present during the entire event and assumes all liability for themselves, family and guests as well as any damage to the Clubhouse premises or contents therein.

**C. Designated Agent:** Any "Agent" (Board of Directors member or other individual) designated by the Mariners Green 2 HOA shall be allowed access to enter the Clubhouse at any time during the event. Enforcement of any violations of rules will be carried out by said Agent.

#### **D. Rental Hours:**

1. Friday, Saturday, Sunday and National Holidays 8:00 a.m. – 12:00a.m. (midnight): After 10:00 p.m., all doors and windows of the Clubhouse must be closed, and all guests must be within the clubhouse to contain any noise. At midnight, guests shall be quiet. The Clubhouse and the surrounding area shall be vacated by 1:00 a.m. No loitering is allowed.

2. Monday through Thursday 8:00 a.m. – 10:00 pm: After 9:00 p.m., all doors and windows of the Clubhouse must be closed, and all guests must be within the clubhouse to contain any noise. At 10:00 p.m., guests shall be quiet. The Clubhouse and the surrounding area shall be vacated by 11:00 p.m. No loitering.

**E. Rental Area:** Guests are allowed inside the Clubhouse, in the front lawn patio area only, and in the parking areas. They are not allowed to outside in the pool area, pool, picnic area, sports court, fitness center, attached decking, or to use the barbeques. Guests are not allowed to loiter near the main entrance to the Clubhouse parking lot or adjacent streets.

**F. Occupancy:** No more than 80 seated guests or 125 standing guests (per San Mateo Fire Department requirement).

**G. Use:** No owner shall use the Clubhouse for any personal business or commercial use or purpose (CC&Rs Paragraph 9.01.A). Specific use must be stated in the application and approved.

**H. Legal Activities Only:** All activities conducted in the Clubhouse must be legal per local, state and Federal laws and ordinances. No underage drinking is allowed.

**I. Smoking:** Smoking is not allowed anywhere on the Mariners Green 2 HOA property, including inside/outside the Clubhouse, fitness center, restrooms, walkways, parking lot, or adjoining areas by order of the City of San Mateo.

## **MARINERS GREEN ASSOCIATION #2**

625 Fathom Drive, San Mateo, CA 94404

**J. Cleaning:** Renter agrees to clean the Clubhouse no later than 1:00 a.m. the day after the rental on Friday, Saturday, Sunday and National Holidays. Monday through Thursday, cleaning must be done by 11:00 p.m.

**K. Activities:** Bounce Houses are not allowed. Live music, D.J.s, Food Trucks, Clowns, and/or other activity must be approved in writing in advance by the Board of Directors

**L. Parking:** Guests must park within the clubhouse parking area or in the private streets of the community – Fathom Drive, Trader Lane, and Reef Drive. Double parked cars, cars blocking driveways or fire hydrants, cars parked in red zones will be towed to Mariners Island Blvd. and the renter shall bear the cost.

**M. Laws:** Renter agrees to follow all local, state and federal laws and ordinances while renting and using the clubhouse.

**N. Failure to Comply:** Failure to comply with these rules and regulations may result in the loss of part or all of the deposit. In addition, Renter may lose future Clubhouse rental privileges.

**O. No Pets are allowed** except service animals.

**P. Decorations:** Decorations are permitted. Decorations are not permitted to be attached by nails, staples, or other devices that are invasive or will leave permanent marks on the facility. Nonstick tape must be used. Renter is responsible for all cleanup of any decorations and their tape used in the Clubhouse during their period of rental.

### **5. INDEMNITY**

A. Renter shall indemnify and hold harmless Mariners Green Association #2, its directors, officers, property management company, property manager, employees, and agents, with respect to any claim, demand, loss, liability, damage, or complaints which arise out of, or relate in any way to, the use by Renter of the Clubhouse, the use by Renter's family, or the use by the Renter's guests (this includes alcohol and its effects).

B. Member agrees to pay any and all fees and costs associated with this indemnity clause including but not limited to attorney fees, court costs and alternative dispute resolution fees.

### **6. LOSS OF DEPOSIT AND/OR PRIVILEGES**

Reasons for loss or partial loss of the deposits are stated in Section 2 above. Additionally, a breach of this agreement can result in good standing status being revoked, after notice and hearing.

### **7. DISPUTE**

If a dispute arises concerning this Agreement, the prevailing party/parties shall be entitled to reasonable attorney fees, alternative dispute resolution fees, and costs. Note this clause shall

## **MARINERS GREEN ASSOCIATION #2**

625 Fathom Drive, San Mateo, CA 94404

not supersede Paragraphs 5.A and 5.B where the Renter has agreed to pay any fees and costs associated with the indemnification clause.

### **8. SEVERABILITY**

If any clause in this Agreement is found to be invalid or unenforceable, the remaining clauses shall remain in full force and effect.

### **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations, and understandings of the parties, including any verbal understandings. I agree to abide by the above terms and the above rules and procedures. Failure to do so may result in fines or revocation of my Association privileges and access to other amenities.

Resident (Renter) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_, San Mateo, CA, 94404

Contact Phone: (\_\_\_\_) \_\_\_\_\_ email address: \_\_\_\_\_

### **FOR INTERNAL USE ONLY:**

Form of Payment of Fee and Deposit: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Evidence of insurance provided if necessary: \_\_\_\_\_

Deposit Returned on: \_\_\_\_\_

Deposit Not Returned Due to: \_\_\_\_\_

Mariners Green Association #2 Agent Signature: \_\_\_\_\_