

CASA DEL SOL OWNERS ASSOCIATION

COMMON AREA USE AGREEMENT

Date of Request: _____ Owner's Name: _____

E-mail: _____ Address: _____

Home Phone #: _____ Cell Phone #: _____ Work Phone #: _____

Event Date: _____ Event Description: _____ Event Location: _____

Number of Attendees (maximum __ attendees): _____ Activities at event or party: _____

Event Begins: _____ A.M./P.M. Event Ends: _____ A.M./P.M.

Vendor Information (*if owner is hiring outside vendors, please list the company name(s) and contact information below*):

Company name(s): _____ Contact information: _____

Reason for hire: _____

This is a COMMON AREA USE AGREEMENT by and between _____ (“Responsible Party”) and the Casa Del Sol Owners Association (“Association”) (collectively, “Parties” or in the singular, “Party”) made on the date last written below in consideration of the mutual promises set forth below:

1. **Use of Common Area.** The undersigned (“Responsible Party”) hereby requests to use the Common Area for a children’s party that will include a bounce house. Responsible Party agrees that the party will not be open to the public and is not for fund-raising purposes. Responsible Party shall not have more than _____ () attendees to his/her party.

2. **Assumption of the Risk and Responsibility for Damages.** Responsible Party agrees to assume any risk associated with the event held in the Common Area. Responsible Party understands and acknowledges that he/she is responsible for any and all damages to the Common Area caused by his or her use or caused by the Responsible Party’s vendor(s). After the party, Responsible Party will leave the Common Area in a clean condition. No alcohol is permitted at Responsible Party’s event in the Common Area.

3. **Indemnification.** Responsible Party shall indemnify, defend and hold Association harmless, its employees, Board members, volunteers, officers, and agents, from any and all damages, claims and demands whatsoever, including costs and attorneys’ fees, due to the alleged condition or maintenance of the Common Area or to alleged negligence of the Association or otherwise, from any source, including, without limitation, Responsible Party, his/her vendors, and any of his/her guests arising out of or in any manner connected with the use of the Common Area by Responsible Party, his/her guests, any employee, agent, independent contractor, invitee, guest or licensee, including any person attending or attempting to attend the event or activity for which the Common Area is being used, whether or not such person has been invited or authorized to attend by Responsible Party. The Association’s right to indemnity under this Agreement shall arise even though joint or concurrent liability may be imposed by applicable law.

4. **Inflatable Bounce House Requirements.** Responsible Party agrees that any inflatable bounce houses set up in a Common Area will meet the following requirements: (a) have an approved permit from the City; (b) be provided by a licensed and insured vendor; (c) be set up in a Common Area designated; (d) use “quiet rated” gas generators where an electrical outlet is not available; (e) place generators on a plywood board that is larger than the footprint of the generator; (f) be no larger than 15 x 15 feet except with written permission from the Association; and (g) only one (1) bounce house will be used.

5. **Owner and Vendor Insurance.** Any and all vendors providing materials or services at the Responsible Party's event or party shall carry and have in force comprehensive general liability insurance in standard form, with a minimum limit of \$1,000,000.00 for bodily injury per occurrence and in the aggregate, and with a minimum limit of \$1,000,000.00 for property damage per occurrence and in the aggregate. All vendors shall also be required to carry workers' compensation insurance in statutory form. Responsible Party agrees that any vendors providing a service related to the party shall comply with this Agreement and any applicable laws, ordinances or regulations.

Responsible Party shall carry and have in force comprehensive general liability insurance in standard form, naming the Association as an additional insured, with a minimum limit of \$300,000.00 for bodily injury per occurrence and in the aggregate, and with a minimum limit of \$300,000.00 for property damage per occurrence and in the aggregate. If athletic participant coverage is applicable, then this coverage limit must be the same as the general liability. This coverage must be primary without contribution from the Association. The Association may impose a higher amount for insurance depending on risk factors.

All vendors must be appropriately licensed. At least five (5) days prior to the party, Responsible Party shall deliver evidence to the Association that his or her vendors are properly licensed, and certificates of insurance evidencing the vendor and Responsible Party insurance required under this Section 5 and that such insurance is currently in effect.

6. **Loss, Theft or Damage.** The Association shall not be responsible for loss of personal property, materials or equipment owned or rented by Responsible Party, vendors or attendees, by theft, damage or other means.

7. **General Provisions.** In the event of litigation between the Association and Responsible Party, the court shall award reasonable attorneys' fees to the prevailing party. The provisions of this Agreement shall be deemed to bind the Responsible Party's heirs, successors, and assigns. The representations, warranties, assumption of the risk and indemnification set forth in this Agreement shall remain in full force and effect and shall survive this Agreement. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. No provision of this Agreement shall be interpreted against the Association because the Association drafted this Agreement. This Agreement shall be interpreted and enforced under California law. Any action brought by either party hereto to interpret or enforce this Agreement shall be brought in a court of competent jurisdiction within the County of San Diego. This Agreement constitutes the entire agreement between the parties. No oral or written communications that occurred before the execution of the Agreement shall be considered to be a part of the Agreement. This Agreement may be modified only by a written document signed by both parties. A waiver by either party hereto of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the date last written below.

RESPONSIBLE PARTY:

**CASA DEL SOL OWNERS ASSOCIATION,
a California nonprofit mutual benefit corporation:**

Signature

By: _____
Signature

Print Name

Print Name

Its: _____

Date: _____

Date: _____