



25211 Empty Saddle Drive
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www.nelliegailranch.org

PARK RENTAL POLICY

Adopted February 19, 2014

In order to ensure the safety and success of your event, we would like to stress the importance of the following policy. Please read it carefully as you will be held responsible for implementation of all items. Failure to follow these policies may result in additional fees.

1. The reservation and use of the facilities is restricted to Nellie Gail Ranch Owners Association members for personal use only. Tenants who wish to reserve the facility must have property owner complete and sign the rental application. All fees must be paid by the property owner.
2. The member who reserves the park is responsible for his or her own conduct, as well as the conduct of all members, guests or agents during the rental period. Member is also responsible for monitoring use and safety and must be present at all times during the rental time.
3. Use of the facility may be restricted by the Association at any time for violation of the rules, delinquent assessments, or deliberate abuse of Nellie Gail Ranch facilities or common areas.
4. Use of Nellie Gail Ranch Owners Association facilities is at residents' own risk.
5. The rental of the facility gives non-exclusive use of the park, tot lot, walkways/trails, tables, gazebos and/or all other amenities available. Use of equestrian facilities adjacent to any park is not included within the park rental and is strictly prohibited.
6. Events of ten (10) or more people must make advanced park rental reservations. Maximum number of people per event varies by park (see below).
7. The facilities may be rented for up to six (6) hours.
8. Only one reservation may be made per park per day.
9. No reservations are accepted for holidays.
10. The park may not be used for personal financial gain or commercial activity. This does not apply to management approved non-profit organizations that request fund-raising activities.
11. Events will begin no earlier than 8:00 AM and must conclude by 10:00 PM in accordance with City of Laguna Hills noise ordinances.
12. The responsible resident, or tenant if applicable, must be present at the event at all times.
13. In accordance with California State Law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at the rental function, no minors are to be present without a consenting parent or guardian.
14. Any use of placards, signage, posters, banners or temporary display may not be used without prior management approval.
15. Portable lavatories are not allowed on the premises unless given written permission by management.

SET-UP:

1. Member shall arrange for all equipment deliveries/pick-ups. All items used during the event may not be set up more than 2 hours in advance and must be removed from the facilities no later than two (2) hours after the conclusion of the event. If additional time is needed, arrangements must be made with management 2 weeks prior to event.
2. NGROA is not responsible for items left, lost or stolen before, during or after the event.
3. Tables and chairs cannot block park exits or equipment.
4. Decorations, including flowers, balloons, and streamers, are allowed but may only be applied using temporary fixtures. All decorations must be removed and discarded of after the event.

CLEAN-UP:

1. The renter is responsible for the clean-up which includes but not limited to: all food removal and clean-up of trash, decorations and any other items brought to the park. Trash cans will be supplied by the HOA who will arrange for pick-up.
2. Member must not use permanent park receptacles without removing and disposing of trash after event. Trash left behind will be subject to an additional fee.

ADDITIONAL FEES:

Trash can use & pick up fee.....	\$100
Trash Clean up	\$500
Music or excess noise complaint	\$500
Exceeds occupancy	\$500
Exceeds rental limit.....	\$250 per hour
Unspecified damages to facility.....	All associated costs over surrendered deposit amounts

EVENT INFORMATION & AGREEMENT

By signing this agreement, you agree to all of the terms and conditions described in attached Park Rental Policy. You acknowledge that you have carefully reviewed the policy, are responsible for all fees associated with rental and agree to release Nellie Gail Ranch Owners Association of any and all liability.

Name of Member: _____

Address: _____ Phone: _____

Type of Event: _____ Number of Guests: _____

Date of Event: _____ Time of Event: _____

Refundable Deposit	\$ 1,000.00
Rental Fees	\$
Total Amount Due	\$

Payment Received : _____

Signature of Resident

Maggie Merante – General Manager
Nellie Gail Ranch Owners Association

Liability Waiver for all Park Rental Participants

I/we hereby waive, release and discharge Nellie Gail Ranch Owner's Association ("NGROA"), their directors, officers, employees and agents for any damage to or loss of any property or injury to or death of any person or persons, resulting from or arising in connection with the use of the NGROA facilities.

I/we agree to assume all responsibility and risk derived from the use of the premises and facilities pursuant to such use permit, including but not limited to, the use by the undersigned, the undersigned's family and guests. I/we agree to indemnify, defend and hold NGROA, its directors, officers and agents harmless from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by NGROA in connection with the use of NGROA's facilities by the undersigned and the undersigned's family and guests (included but not limited to reasonable attorneys' fees and court costs). I/we agree to pay NGROA in full and promptly upon demand for any and all loss of and damage to NGROA property caused by, or arising out of the use of NGROA's facilities by the undersigned and undersigned's family and guests.

I/we agree that the rental fee is non-refundable, unless written notice of cancellation is made at least seventy (7) days prior to the event date. A refundable deposit and applicable fees are due at contracting of event. I/we agree that failure to timely submit the total cost of the deposit and fees may result in the cancellation of the reservation and forfeiture of the rental fee. The deposit will be refunded after the event, less any additional fees, and costs incurred by NGROA, including, but not limited to, cleanup costs and damage reimbursement. I/we will be responsible to reimburse Nellie Gail Ranch Owners Association for any cost incurred by NGROA in excess of the deposit amount, including costs for repair of damage, or costs to conduct cleanup. Violation of any of the rules within this agreement may result in the loss of a portion or all of the deposit.

Printed Name: _____ Date: _____

Signature: _____