

Newport Shores Community Association (NSCA)

Barbeque Area Reservation Rules and Requirements

It is the goal of the Newport Shores Community Association to provide fair and equal access to the public areas within our community. Since the Clubhouse and surrounding facilities are our greatest assets, we want to encourage everyone to utilize these areas while at the same time ensure that the facilities will be here for years to come. To that end, rules and guidelines have been established. They have been written for the good of the whole community. Cooperation, thoughtfulness and common sense should be exercised when using the common areas of the Newport Shores Community Association.

Please read the following information carefully and return a signed copy to The Walters Management Company. Initial the bottom of each page certifying that you have read, understand and agree to comply with these rules. In consideration of permission to reserve the BBQ Patio and adjacent Sand Beach Area between the BBQ's and Volleyball Court, the undersigned applicant agrees as follows:

1. Newport Shores Community Association (NSCA) members in good standing and in full compliance with the association by-laws, governing documents and rules and regulations of the community, including payment in full of all assessments, have the right and privilege to utilize the BBQ Patio and adjacent Sand Beach Area between the BBQ's and Volleyball Court.
2. The homeowner making the reservation must submit to The Walters Management Company a signed Application, this Bounce House Rental Rules document signed and each page initialed and a photo ID. Each applicant must provide The Walters Management Company with a certificate of liability insurance naming Newport Shores Community Association (NSCA) as an "ADDITIONAL NAMED INSURED" in the amount of \$300,000. No confirmation is implied by this acceptance. The needed forms may be obtained and submitted to The Walters Management Company, 17300 Redhill Avenue, Suite 210, Irvine, CA 92614. Their phone number is 949-752-2225 and fax number is 949-798-0367. Keys may be picked up 2 days before the event.
3. Reservations will be accepted 90 days in advance and will be on a first come, first served basis.
4. The reservation is for the use of the BBQ Patio and adjacent Sand Beach Area between the BBQ's and Volleyball Court. The other outdoor areas including the pool, tennis court, volleyball court, basketball area and children's playground cannot be reserved and **MUST BE SHARED AND ACCESSIBLE TO ALL MEMBERS**. One BBQ Grill must also remain open for all members at all times.
5. Not more than 40 persons will be permitted to attend any one function.

6. Bounce houses are allowed during the off season months (Labor Day weekend through Memorial Day weekend) on the Beach area between the Volleyball Court and the Barbeques. Bounce houses are NOT allowed in the Summer months without special permission of the Board and only on a limited basis.
7. Events may be held between the hours of 10:00 a.m. through 5:00 p.m. Monday through Saturday during off season months and 10:00 a.m. to 5:00 p.m. Monday through Thursday during summer months (Memorial Day Weekend thru Labor Day Weekend). Only one function may be held per day. BBQ Area rentals are not be allowed on Sundays, federal or state holidays. Only one BBQ Area event is allowed in any one week or weekend. BBQ Area rentals are not allowed by a member or group of members on a repeating weekly or monthly basis.
8. Applicant will clean the Barbeque Patio and Sand Beach and all other affected areas used immediately after rental. Applicant understands that cleanup on the day following is not permitted and will be subject to a third party cleaning charge.
9. All fees, including the security deposit must be submitted with the application. Personal checks are allowed if received more than 10 days prior to the planned event. Fees received within 10 days of the event shall be made by cashiers check or cash.
 - a) \$100 BBQ Area Use fee per adult event, \$75 for a child event.
 - b) \$400 Refundable Deposit
 - c) Failure to clean the Barbeque Patio and Sand Beach and all areas used will result in third party cleaning fees and will be charged against the deposit..
 - d) All trash cans must be emptied in the large Dumpster located through the door at the end of the hallway between the restrooms.
 - e) If the pool area is to be used as part of this function, the cost of additional lifeguard(s) will be the responsibility of the homeowner renting the Barbeque Area. This is in effect whether or not Newport Shores Community Association has a lifeguard on duty. If an additional lifeguard has not been arranged and paid on the day of the function, the fee will be deducted from the security deposit. A lifeguard can be arranged through Don Watson at 949-548-5498.
 - f) The following scale will be used to determine the number of lifeguards required at a child's event in which the pool will be used:

| Number of Children | Number of additional lifeguards |
|--------------------|---------------------------------|
| 8 - 15 | 1 |
| 15 - 30 | 2 |
| 30 - 45 | 3 |

10. The sound of music and other entertainment shall be maintained at a level that will not cause a disturbance to homes in the vicinity of the Facilities. The placement of all speakers for amplified music, whether live or stereo should not be directed towards any existing homes.

Chapter 10.28 of the Municipal Code of The City of Newport Beach requires a permit for any function that has amplified music either live or stereo. This may be obtained from the revenue division at 3300 Newport Boulevard (949-644-3141). The fee as of January 2003 is \$35.00. This takes approximately 10 days to be issued. This code also states that amplified music cannot be used between the hours of 8:00 p.m. and 8:00 a.m.

11. Association events for the entire NSCA membership take precedent over an individual member's reservation. Although every effort will be made not to book conflicting events, the renting member acknowledges that in the event of a conflict, the Association event has priority and the individual will receive a full refund for any fees paid. No other compensation will be paid
12. The Walters Management Company will take every reasonable precaution not to accept conflicting or duplicate reservations from individual members. Should a conflict occur, all renting members acknowledge and agree that the member who was first approved has priority. The second member will receive a full refund of fees but is not entitled to any other compensation.
13. All NSCA Facility Rules and Regulations must be adhered to at all time
14. Alcohol abuse and underage drinking will result in immediate notification of the police.
15. Smoking is not permitted anywhere on NSCA premises.
16. No wheeled vehicles or toys, including bikes, skateboards, skates or scooters, are permitted on association property at any time.
17. No pets are permitted on association property at any time.
18. At the discretion of The Walters Management Company and under the direction provided by the NSCA Board of Directors, any violation of the facility guidelines and requirements may lead to one of the following:
 - a. Immediate termination of the reservation
 - b. Permanent loss of future facility rental privileges
 - c. Deactivation of pool key

19. NSCA has sole discretion to grant or deny applications for the BBQ Area rental or to impose such conditions on use as NSCA may deem appropriate. Further, NSCA reserves the right to discontinue any use of the BBQ Patio and adjacent Sand Beach Area, if in the sole discretion of NSCA, such use violates NSCA rules or jeopardizes the peace, quiet, safety, or property of NSCA or its members. **APPLICANTS AGREE TO COOPERATE WITH AND ASSIST NSCA IN DISCONTINUING USE UPON REQUEST BY AN NSCA BOARD MEMBER**
20. A Board Member, or representative, may contact you for further information.

I have read and fully understand and agree with the rental requirements and conditions.

Property Owner's Signature

Date