

# **Rancho Murieta Association**

## **LAKE CLEMENTIA COVERED PATIO USE Policy and Procedures**

Drafted by Recreation Committee: April 2002  
Adopted by the Board of Directors: April 16, 2002  
Effective Date: April 17, 2002  
Amended Fees: January 1, 2014

## **Lake Clementia** **Covered Patio Policy and Procedures**

The reservable site at Lake Clementia may be reserved by Rancho Murieta residents for a fee. The site must be reserved one week in advance. If the site is not reserved, residents may use the covered patio area without a fee. Residents may reserve the covered patio area for personal parties and events only.

Business related or for-profit activities are prohibited.

All children and teens, through the age of 15, must be chaperoned at all times during the function.

RMA reserves the right to refuse facility usage to any person, or member for any reason. RMA reserves the right to change this policy, including fees, at any time, without notice.

Covered patio areas are not available for reservation during any RMA event at Lake Clementia or the amphitheater, including the Fourth of July activities.

Residents reserving the area must be finished with event and have the site cleaned up by the end of the designated time.

Please clean up carefully after your event. All trash must be placed in the trash receptacles by the end of your reservation period. Please be considerate of other residents using the area after you.

The patio areas are open until 10:00 p.m.; and on weekends during the months of June 1 to September 30, the patio areas are open until 11:00 p.m.

### **Covered patio areas are available for reservation at the following times:**

- All days --  
8:00 am – 12:00 noon; 1:00 – 5:00 p.m.; 6:00 – 10:00 p.m.

### **Covered patio area reservations fees are as follows:**

- \$50.00 non-refundable facility usage fee per time slot (includes electricity fee).
- \$125.00 non-refundable facility usage fee for all three time slots (8:00 a.m.- 10:00 p.m.) reserved on the same day.
- \$200.00 refundable cleaning deposit.

Please remember to collect all of your group's belongings. All items left may be returned to the North Gate Security the next business day. RMA is not responsible for lost or stolen property.

Residents must reserve the area one week in advance of desired date of use.

## **DEFINITIONS**

**Rancho Murieta Association sponsored groups or events.** These groups and events are sponsored or presented by RMA as a part of Member Services, or part of the RMA organization. These groups and events have first priority for use of the area.

**Private individual (RMA members) events.** Individual RMA members in good standing may use the covered patio areas for personal parties and events, such as birthday parties, etc. The RMA member, in good standing, must sign the contract for use and be responsible for clean up and damage to the area. These groups or individuals have second priority for use of the area. If the member is expecting over 40 attendees, a Special Event Permit must be completed.

**The covered patio areas are not available for resident use or reservation during any RMA event at Lake Clementia or the amphitheater, including the Fourth of July activities.**

## COVERED PATIO RULES and REGULATIONS

- The covered patio area is on a reserve basis for residents only and must be reserved at least one week in advance.
- Facilities are rented on a first come-first serve basis; certain restrictions apply.
- The covered patio area is open for use to all residents unless reserved by a member or RMA.
- The use of RMA property, facilities, equipment and furnishings are the exclusive privilege of Association members and their guests. They are not to be used for any purpose in violation of applicable city, county, or state statutes, or Association Rules and Regulations and Policies.
- No driving or parking of vehicles or golf carts on any grassy areas surrounding Lake Clementia, the covered patio area, the amphitheater or any other grass areas in the park.
- Must be finished with event by reservation period.
- Must clean up all areas of use by the end of reservation period.
- Decorations are permitted, but certain restrictions apply -- No nailing, pushpins, thumbtacks, silver duct tape, glue, etc. on wooden patio awning.
- No defacing of concrete or covered patio area with sidewalk chalk or other materials.
- No excessive holes in the grassy areas.
- Must be respectful to other parties and individuals using the Lake Clementia facilities.
- No fighting or horseplay in covered patio area.
- No children under the age of 15 allowed unattended by an adult.
- No overnight events unless authorized.
- No fires in covered patio area.
- Smoking and any open flame (candles, tiki torches, etc.) are prohibited in all Association facilities.
- No golf practice on or around covered patio area.
- No rollerblades, skates, scooters, bicycles, etc on or around the covered patio area.
- No loud or excessive music.
- No pets off leashes.
- Members must clean up after their pets.
- Money or fees exchanged for entrance into the activity/function is strictly prohibited.
- Food and/or alcoholic beverages can only be served, not sold.
- Rice, birdseed or confetti throwing is prohibited.
- There is **no** lifeguard on duty.

**RMA reserves the right to refuse service or change or amend the rules, fees, policy or deposits without notice. You may lose your privileges if policies and procedures are not adhered to.**

**COVERED PATIO AREA  
RESERVATION CONTRACT**

Please complete this form and be sure our staff answers any questions you may have before you use the facility. Please note that RMA reserves the right to modify or change these policies, fees, or deposits at any time without notice.

Date of Use: \_\_\_\_\_

Day: Monday \_\_\_\_\_ Friday \_\_\_\_\_  
Tuesday \_\_\_\_\_ Saturday \_\_\_\_\_  
Wednesday \_\_\_\_\_ Sunday \_\_\_\_\_  
Thursday \_\_\_\_\_

Time Slot: 8 a.m.-12 noon \_\_\_\_\_ 1-5 p.m. \_\_\_\_\_ 6-10 p.m. \_\_\_\_\_

Number expected to attend function: Adults \_\_\_\_\_ Children \_\_\_\_\_ Teens \_\_\_\_\_  
(0-12) (13-15)

Member Name: \_\_\_\_\_ Lot # \_\_\_\_\_

***The member must be present at the function, and is personally responsible for all of the activities, and the use of the covered patio area.***

Phone: Day \_\_\_\_\_ Evening \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please read and sign:

***I have read and understand the covered patio area policies and procedures and agree to abide by them, and I agree to oversee the safety and actions of my group. I am responsible for the group's compliance with the RMA covered patio area use policies and procedures. I understand I will be held financially responsible for any damages and will be billed by RMA.***

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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RMA Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Rental Fee Paid: \_\_\_\_\_ Deposit Paid: \_\_\_\_\_

# Rancho Murieta Association

## Liability Release Form

I understand and acknowledge that there are risks of personal injury, death, and property damage while using the facilities I am using within Rancho Murieta Association (RMA), even if the facilities and amenities are properly used.

Since using any facility can be dangerous, and in consideration of Rancho Murieta Association allowing me to use the facility, I hereby release, waive, and relinquish all claims and legal actions for personal injury, wrongful death, or property damage against RMA arising from the use of the facility or any activities thereto; this release applies even if RMA is negligent or otherwise at fault. I also agree to defend and indemnify RMA and hold them harmless from all claims and legal actions for personal injury, death, or property damage arising from my conduct or the conduct of anyone using the rental facility. These indemnities apply even if RMA, its employees, volunteers, officers, directors, members or agents are negligent or otherwise at fault.

I understand the effect of my signing this document is that (1) I assume all risk of injury, death, or property damage I, or my guests, might suffer while using the area, even if it occurs as a result of the negligence or other fault of RMA, (2) absolve and release RMA from the consequences of their negligence or other fault and (3) will indemnify and defend RMA against any legal actions or other claims for damages arising from the use of the facility by myself or anyone else. I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I agree that the terms of this document binds me, my heirs, assignees, executors, and administrators and protect RMA and its agents, employees, officers, directors, volunteers, and members.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_