



Newport Shores Community Association

302 N. El Camino Real, Suite #100, San Clemente, CA 92672

Office (949) 429-7717 ext. 235 – Email: jenna@compasspropertymanagement.com

Clubhouse and Barbeque Area Reservation Rules and Requirements (Updated 2023)

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 Management. 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 reserve the BBQ Patio and adjacent Sand Beach Area between the BBQ's and Volleyball Court.
2. The homeowner making the reservation must submit to Management a signed copy of this Reservations Rules and Requirements document, a signed Clubhouse/BBQ Rental Application with each page initialed, where required. Each applicant must provide Management 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 Compass Property Management, 302 N. El Camino Real, Suite #100, San Clemente, CA 92672 or emailed to Jenna Whitehead, Property Manager at jenna@compasspropertymanagement.com, Phone: 949-429-7717, Ext 235. Keys will be delivered 1 day before the event.
3. Reservations will be accepted 90 days in advance and will be on a first come, first served basis.
4. BBQ RESERVATIONS: Include the use of the 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. *** See map for rental area.**
5. CLUBHOUSE RESERVATIONS: Include the exclusive use of the enclosed area of the Clubhouse and the use of the adjoining courtyard. The 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. *** See attached map for rental area.**

Which Facility Will You Be Renting? (Check One) _____ BBQ or _____ Clubhouse

6. Not more than 40 persons will be permitted to attend any one function.

7. 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 Barbeque Area with a BBQ Area Rental. Bounce houses are NOT allowed in the summer months without special permission of the Board and only on a limited basis.
8. Events may be held between the hours of 7:00 a.m. through 10:00 p.m. Monday through Sunday. Only one function may be held per day except on the weekends (Fri-Sun). Then only two functions can be held on the weekend (Fri-Sun) with one function on Friday and only one function allowed either on Saturday or Sunday. The Clubhouse and BBQ Area rentals are not allowed on federal or state holidays. In the event of a short notice rental request, the Executive Board of NSCA may approve the rental if there is not time for the full board to meet. BBQ Area rentals are not allowed by a member or group of members on a repeating weekly or monthly basis.
9. If renting the BBQ Area, the applicant will clean the Barbeque Patio and Sand Beach and all other utilized areas immediately after rental. Applicant understands that cleanup on the day following is not permitted and will be subject to a third-party cleaning charge.
10. If renting the Clubhouse Area, the applicant will clean the Clubhouse and all areas used immediately after use. Applicant understands that cleanup on the day following such use is not permitted and agrees to follow the clean up and lock up instructions. Keys to the Clubhouse will be delivered to your home 1-2 days prior to your rental day. Keys are to be left in the mail slot at the clubhouse (outside the front gate) immediately following the event. All Clubhouse doors must be closed and locked following the event. Vandalism resulting from unlocked doors will be the responsibility of the homeowner making the rental.
11. All fees 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) \$200.00 rental fee for Clubhouse OR BBQ Area per event.
 - b) \$100.00 security deposit. Deposit will be refunded within 14 days of the event, providing the premises are left in good condition and repair, and there is no damage or breakage. No materials may be affixed to the premises and no posters, screens or other materials may be taped to the Clubhouse walls. The Clubhouse must be clean, undamaged, locked and secured, and the keys must be returned on time. Those failing to observe these rules, causing disruption of the following day operations will be charged an additional rental fee.
 - 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 your homeowner's account.
 - d) All trashcans must be emptied in the large Dumpster located through the door at the end of the hallway between the restrooms. Extra trash bags are inside each trash can.
 - e) The Management Company will determine that lifeguards and/or security staff may be required to ensure the safety of members, building and equipment. The staff will assist in post-event cleanup but cleanup requirements above are still required by the applicant.
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 NSCA 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). 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. Management 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 times.
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 Management 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:
 - Immediate termination of the reservation
 - Forfeiture of security deposit
 - Additional Fines
 - Permanent loss of future facility rental
 - Deactivation of pool key
19. NSCA has sole discretion to grant or deny applications for the Clubhouse and/or BBQ Area rental or to impose such conditions on its use as NSCA may deem appropriate. Further, NSCA reserves the right to discontinue any use of the Clubhouse and/or 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 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

Printed Name

Phone

APPLICATION FOR CLUBHOUSE or BBQ RENTAL
NEWPORT SHORES COMMUNITY ASSOCIATION (NSCA)
511 Canal Street, Newport Beach, CA 92663

Date of Application: _____

Name of Applicant: _____
(Must be Newport Shores Homeowner of Record)

Address: _____

Home Phone: _____ Mobile Phone: _____

Date of Function: _____ Time From: _____ To: _____

Briefly state intended purpose of function: _____

Expected Attendance: ADULTS: _____ CHILDREN: _____

(Maximum of 40 people allowed) Will alcoholic beverages be served? _____

Do you intend to use the pool? _____ A lifeguard MUST be arranged through the NSCA Aquatics Director, Jose De LA Jara, at OCACINC@gmail.com or by phone at:
Jose De La Jara (714) 240-9295 cell; (949) 548-5668 ofc; or (949) 877-2366 ofc cell

Entertainment: Yes _____ No _____ Describe: _____

Important Points:

- Clubhouse rental only provides exclusive use of the Clubhouse. All other areas including pool, tennis ball court, basketball area, barbecue area and children’s playground, MUST BE SHARED and accessible to other members. Initials
- BBQ rental only provides exclusive use of the covered BBQ area and one BBQ Grill. One grill must remain open for other members. All other areas including pool, tennis court, volleyball court, basketball area, and children’s playground, MUST BE SHARED and accessible to other members. Initials
- No Bounce houses allowed during the summer season Memorial weekend thorough Labor Day weekend’ Initials
- Applicant needs to provide Management with a certificate of liability insurance naming Newport Shores Community Initials Association (NSCA) as an “ADDITIONAL NAMED INSURED” in the amount of \$300,000.”

Homeowners Insurance Agent’s Name, Address and Telephone Number _____

Certificate of Insurance must accompany this Application

APPLICATION FOR CLUBHOUSE RENTAL
NEWPORT SHORES COMMUNITY ASSOCIATION (NSCA)
511 Canal Street, Newport Beach, CA 92663

Disclaimer: NSCA is not responsible for lost, damaged or stolen property of applicant, guest or person(s) employed or contracted by applicant for this engagement. I have read the "Clubhouse rental Rules and Requirements" and agree to comply fully with the provisions. I am responsible for cleaning the facilities and all damages that should occur as a result of the above requested function. I am also personally responsible for seeing that the Clubhouse facilities are secure before leaving the premises. In the event that any controversy should arise under this Agreement, I agree to pay NSCA reasonable attorney's fees incurred by NSCA if I am found responsible.

In consideration of the NSCA rental of the NSCA Clubhouse, I hereby agree to hold NSCA harmless from any and all personal injuries and/or personal damages caused to anyone, of whatever nature, whether by intentional or negligent act of omission, as a result of said Clubhouse rental. Additionally, I hereby agree to indemnify and reimburse NSCA for any property damages resulting from the clubhouse rental.

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

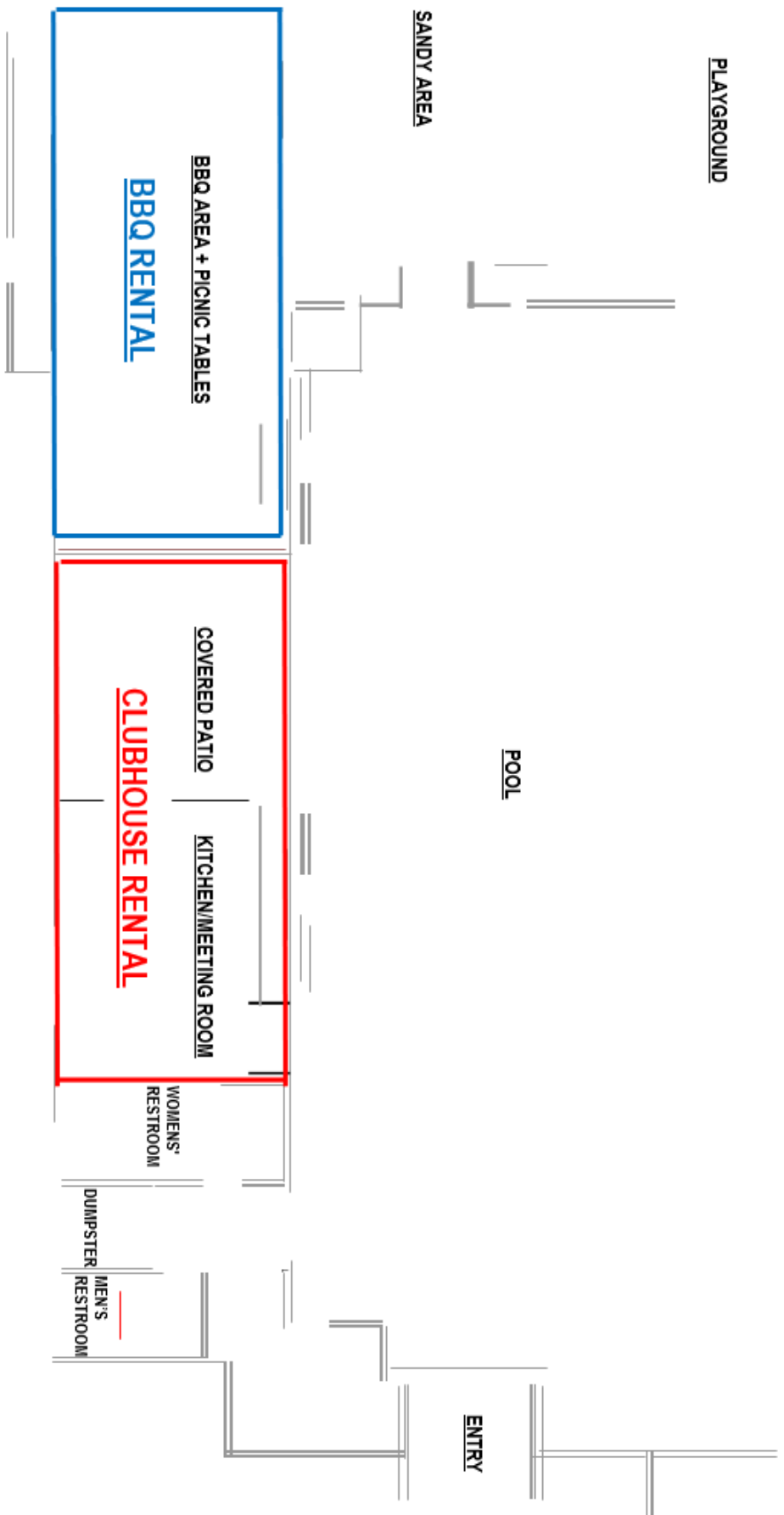
Property Owner's Signature

Date

Printed Name

Phone

**NEWPORT SHORES COMMUNITY ASSOCIATION
CLUBHOUSE and BBQ AREA RENTAL AREAS ***



* ALL OTHER AREAS REMAIN OPEN FOR MEMBERS / GENERAL USE