

# RUSSELL RANCH

## CLUBHOUSE FACILITIES RESERVATION AGREEMENT

Thank you for your interest in renting The Russell House. You must be a Russell Ranch Member in good standing to apply. **Please submit this agreement, deposit, payment and proof of event insurance as early as possible to secure your reservation. Reservations not secured fourteen (14) days prior to the date of the event will have the hold released and the date and time opened up to other residents.** Reservation forms shall be mailed with payment and proof of insurance to: Clubhouse Reservations c/o Landmark Limited, 1731 E. Roseville Pkwy, Suite 100, Roseville, CA 95661.

### MEMBER INFORMATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### EVENT INFORMATION

Date Requested: \_\_\_\_\_  
Number of Expected Guests: \_\_\_\_\_

**Facility (check all that apply, maximum of 2):**

**Event Lawn – includes shade structure at south end of lawn (no BBQ's are included)**

**Clubhouse & Bar (includes BBQ area next to bocce ball)**

**Kids Game Room**

Event Check-In Time: (including set-up) \_\_\_\_\_

Event End Time: (after clean-up) \_\_\_\_\_

Type of Event: (e.g. birthday party, baby shower, etc.) \_\_\_\_\_

Description of Amplified Music: (if any) \_\_\_\_\_

Special Equipment: (e.g. furniture, tents, food vendor, etc.) \_\_\_\_\_

Decorations (if any): \_\_\_\_\_

List of Vendors providing services at the event: \_\_\_\_\_

Professionally managed by:

Landmark Limited Group of Companies, Inc.

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Office 916-746-0011

Rental terms effective 9/1/22

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## FEE AND DEPOSIT SCHEDULE

The cost to reserve a Facility selected above is \$600.00 (8 hours of use) or \$300.00 (4 hours of use) (“Reservation Fee”). If additional Facilities are selected for the same day an additional Reservation Fee of \$150 (8 hours of use) or \$75 (4 hours of use) will be added to the rental cost per Facility. A deposit of \$1,000 (“Security Deposit”) is required for all reservations, regardless of the number of Facilities reserved. Two (2) separate checks are required for the Security Deposit and Reservation Fee. Both checks must be made payable to: Russell Ranch Community Association. Event Insurance is also required as outlined in Exhibit A. **ALL ITEMS ARE DUE NO LESS THAN TWO (2) WEEKS IN ADVANCE OF YOUR EVENT. RESERVATIONS ARE NOT GUARANTEED UNTIL ALL ITEMS ARE RECEIVED.** The Security Deposit will be returned within fourteen (14) days after the event unless damages or inadequate cleanliness are found. Cleaning and damage fees will be assessed and deducted from the Security Deposit. Clean-up includes wiping clean all tables and chairs, bagging of all trash, removal of all personal items and securing all doors to The Clubhouse. The Russell Ranch Community Association reserves the right to increase the Security Deposit if heavy equipment, furniture, decorations, etc. are going to be used during the event.

## AGREEMENT – THE CLUBHOUSE RESERVATION FORM AND AGREEMENT

I, \_\_\_\_\_ (“Member”), agree to the following:

Member hereby waives, release’s and discharges TNHC Russell Ranch LLC, The New Home Company Inc., The New Home Company Northern California LLC, TNHC Land Company LLC, IHP Capital Partners VI, LLC, Institutional Housing Partners, VI L.P., Landmark Limited Group of Companies, Inc., Russell Ranch Community Association (“Association”), its directors, officers, employees and agents (collectively, “Released Parties”) 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 Association’s facilities by Member and Member’s family and guests.

Member agrees to indemnify, defend and hold Released Parties 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 Association in connection with the use of Association’s recreation facilities by Member and Member’s family and guests (included but not limited to reasonable attorneys’ fees and court costs). Member agrees to pay Association in full and promptly upon demand for any loss of and damage to Association’s property caused by, or arising out of, the use of Association’s recreation facilities by Member and Member’s family and guests.

Member shall submit to Association the Security Deposit and Reservation Fee with this Reservation Agreement. The Security Deposit may be returned to Member fourteen (14) days after the event. However, if homeowner is found not to have attended and supervised the entire event, including check-in and check-out procedures, or if furniture is not positioned in the exact locations in which it was when the facility was made available to Member, Security Deposit will be forfeited and reservation privileges suspended for up to one (1) year. If damage is caused to the Facility or its appliances or furniture, the cost to repair the damage will be deducted from the Security Deposit.

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Member will be responsible to reimburse Association for any cost related to clean, repair damage, or to conduct facility restoration.

Member shall submit a certificate of insurance as described in Exhibit A to guarantee the requested reservation date. Cancellation of events, if received in writing by Association at least seven (7) days prior to the event, will result in a full refund of the Reservation Fee and Security Deposit. Cancellations received less than seven (7) days prior to the event will result in no refund of the Reservation Fee. Reservations will not be accepted more than six (6) months in advance of the event date, and unconfirmed reservations may be removed from the reservations calendar at the discretion of Association. Reservation Fees and Security Deposits are subject to change. If changed prior to your event date, Member shall be responsible to pay the new Reservation Fee and Security Deposit.

Member has exclusive use only for the duration of the reservation and only for facilities in which a non-refundable Reservation Fee has been paid. Association will not reserve the Clubhouse and Kids Game Room facilities for more than one event for a given time; however, Member acknowledges that the Association is not granting Member exclusive use of areas not reserved (i.e., other Members may use the recreation facilities (pool, spa, shade pavilions at pool, etc.) during the Member's event). Member agrees to exercise control over Member's event and guests such that other Member's using the facilities are not inconvenienced or disrupted.

Member agrees that facilities will not be used for commercial or fundraising purposes without the prior written consent of Association. Member agrees that the facilities will be utilized for Member's benefit, or for the benefit of an immediate family member of Member, and that Member must always be present during the event. Violation of this and/or any of the Rules and Regulations of the Russell Ranch Community Association may result in the loss of security deposit and the potential suspension of future reservation privileges. If necessary, the Association reserves the right to hold a hearing and thereafter assess a Member for damage to the common area or non-compliance of the Rules & Regulations. Member also agrees to pay all of Association's attorney fees in the event of a dispute over this Reservation Agreement.

Live bands/DJs may play, with prior written consent, until 10:00 PM if allowed by the City of Folsom. Excessive noise may result in the loss of facilities privileges.

Members who have made reservations for an event hereby acknowledge and agree to abide by the rules as noted in this reservation packet.

## **Clean Up Policy:**

**Members are required to perform their own clean up after an event,** which includes;

- A) Cleaning of all kitchen surfaces; stove, oven, counter tops and refrigerator must be left empty.
- B) Ensuring all furniture and venue décor is placed in its original location.
- C) Bag and throw all trash in dumpsters.

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## Other Important Information:

**Your reservation does allow access to the pool and spa. Please notify management if any guests plan on using the pool and spa. All guests must follow all pool & spa rules at all times. Reservations are specific to the main Clubhouse Room & Bar, Kids Game Room and/or Event Lawn as specified in rental above.**

Please include an equipment list and conceptual drawing of the décor you plan to include with your Reservation Agreement.

### Clubhouse and Bar area includes:

- Refrigerator & Freezer
- Sink
- Dishwasher
- Cupboards & dry storage
- Food service/prep area
- Gas oven and range
- Microwave oven
- Pool table & Bocce Ball Court
- Large couch and chairs
- Flat screen television
- Sound system

### Kids Game Room includes:

- Beverage Refrigerator
- Arcade Games
- Flat screen television
- Exterior turf area adjacent to the game room
- Umbrella and kids picnic tables

### Event Lawn area includes:

- Pavilion at south end of lawn with electrical hookups
- Lawn
- Note: Any structures that require staking into the lawn area are allowed, however any and all damage caused by driving stakes into the lawn will be repaired at Member's sole expense. Additionally, all temporary structures, bounce houses, etc. must be taken down after 8 hours as to not damage the lawn.

**BY SIGNING THIS AGREEMENT, I AGREE TO ABIDE BY THE TERMS AND CONDITIONS STATED WITHIN.**

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

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

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## EXHIBIT A

### ADDITIONAL INSURANCE REQUIREMENT FOR USE OF THE CLUBHOUSE

Upon reservation of the facilities, Member must supply proof of insurance coverage with a general liability provision of at least one million dollars (\$1,000,000) which names **TNHC Russell Ranch LLC, The New Home Company Inc., The New Home Company Northern California LLC, TNHC Land Company LLC, IHP Capital Partners VI, LLC, Institutional Housing Partners, VI L.P., Russell Ranch Community Association** and **Landmark Limited Group of Companies, Inc.** as additional insured on the date of the event and for all times that the facilities will be reserved by Member. The Member's insurance shall be primary and noncontributory.

#### **NAMES OF ADDITIONAL INSURED:**

TNHC Russell Ranch LLC,  
The New Home Company Northern California LLC,  
The New Home Company Inc.,  
TNHC Land Company LLC,  
IHP Capital Partners VI, LLC,  
Institutional Housing Partners, VI L.P.  
Russell Ranch Community Association,  
and  
Landmark Limited Group of Companies, Inc.

The address of the facility is: **14800 Russell Ranch Road, Folsom, CA**

Your homeowner's insurance representative should be able to facilitate this change to your existing policy. If not, you must purchase special event insurance to provide the required coverage.

**YOUR RESERVATION IS NOT COMPLETE UNTIL A VALID INSURANCE CERTIFICATE IS RECEIVED.**

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