

The  
BROADWAY  
HOLLYWOOD

**BROADWAY HOLLYWOOD HOMEOWNERS ASSOCIATION  
FACILITY APPLICATION AND AGREEMENT FOR THE ROOFTOP POOL AREA**

***APPLICATIONS MUST BE SUBMITTED TEN (10) DAYS PRIOR TO USE  
Cancellations must be forty eight (48) hours in advance to assure return of the Security Deposit***

Resident: \_\_\_\_\_ Homeowner  \*Tenant

\*All tenants must obtain the signature(s) of the homeowner(s) of record on this Application and the Use and Rental Agreement.

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

Telephone: Eve (        ) \_\_\_\_\_ Day (        ) \_\_\_\_\_

Reservation Date: \_\_\_\_\_ Start Time \_\_\_\_\_ a.m./p.m. Stop Time \_\_\_\_\_ a.m./p.m.  
(include set-up time) (include clean-up time)

Type of Function: \_\_\_\_\_ (the "Event")

Purpose of Event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will alcoholic beverages be served at the Event? \_\_\_\_\_

Will food, drinks or any other item be available for purchase at the Event? \_\_\_\_\_

Will the event require the purchase of an admission ticket or donation/contribution of any kind to attend? \_\_\_\_\_

Where will Event guests and staff park their vehicles? \_\_\_\_\_  
\_\_\_\_\_

\*\*Maximum Number of Expected Guests: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_ TOTAL \_\_\_\_\_

\*\*The maximum number of guests allowed is seventy five (75).

In the Event that any such Homeowner (i) owes any monies to the Broadway Hollywood Homeowner's Association in an amount equal to or greater than Two Hundred and Fifty and No/100 Dollars (\$250.00) ("Past Due Amount"), and (ii) such Past Due Amount has been delinquent for a period of ninety (90) days or more, such Homeowner's Application shall not be considered until such Past Due Amount has been paid to the Broadway Hollywood Homeowner's Association.

The Event is Held on Behalf of: Homeowner  Tenant  Third Party

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(Initials)

- \_\_\_\_\_ 1. I hereby agree to be solely responsible for any and all damage occasioned by (i) me, (ii) any of my guests; (iii) any of my invitees; and (iv) any of my service providers, contractors, vendors or employees to the rooftop pool area, Building or any other common areas therein. I understand I will be required to immediately pay for any damage in excess of the security deposit and that such amounts may be billed directly as part of my homeowners' dues.
- \_\_\_\_\_ 2. I hereby agree to hold the Broadway Hollywood Homeowners Association, a California not-for-profit corporation and Building Management harmless and free from any liability for any personal injury, any personal property damage or any loss sustained by me or any of my guests, any invitees; and any of my service providers, contractors, vendors or employees.
- \_\_\_\_\_ 3. I understand that permission to host an Event on the rooftop, does not constitute reserving it for exclusive use. The rooftop will remain available for all residents at all times during the Event.
- \_\_\_\_\_ 4. I understand that guests will be limited to a maximum of seventy-five (75) persons.
- \_\_\_\_\_ 5. I agree that immediately following the conclusion of the Event the rooftop and any other common areas in the Building shall be cleaned and returned to their original condition. All personal items, decorations, Event supplies/rentals and trash must be removed from the rooftop immediately following the Event.
- \_\_\_\_\_ 6. The homeowner of record or the tenant (in the event that the Event is being held by a tenant) shall be present throughout the entire Event and shall comply with any request to control noise, any disturbance or other issues with regard to the Event.
- \_\_\_\_\_ 7. I understand and acknowledge that no compensation of any kind may be received for usage of the rooftop facilities and that the event may not be conducted for commercial purposes.
- \_\_\_\_\_ 8. I understand and acknowledge that I must execute the Rooftop Pool Area Use and Agreement along with this Application, and said Event is approved, I hereby agree to comply with all terms and conditions in this approved Application as well as the Rooftop Pool Area Use Agreement.
- \_\_\_\_\_ 9. I understand that no glass whatsoever is allowed at the rooftop pool area.

There is no usage or rental fee; applicable fees are noted below. For payment, you may provide a personal check if you make payment 30 days in advance, otherwise a cashier's check will be required.

	14 or less Attendees	15-50 Attendees	Over 50 Attendees
<b>Security Deposit:</b>	NONE	\$1,000	Additional \$500 for every 50 guests or part thereof
<b>Janitorial Fee: *</b>	NONE	\$60.00	Additional \$40.00 for an additional two hours for every 50 guests or part thereof

- \_\_\_\_\_ 10. Note that in the event that the Event includes thirty (30) or more guests, Homeowner or tenant shall be required to provide at least one (1) dedicated, licensed and bonded security person during the Event, at such Homeowner or tenant's sole cost and expense, pursuant to a separate written security services agreement to be approved by the Board in its reasonable discretion. Notwithstanding the foregoing, in the event that the Event has more than fifty (50) guests, Homeowner or tenant shall be required to provide one (1) additional dedicated, licensed and bonded security person during the Event. At least three (3) days prior to the Event, Homeowner or tenant shall provide the Board and Building Management with a copy of the security agreement or such other reasonably satisfactory evidence that the security personnel requirement has been fulfilled for the Event.

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- \_\_\_\_\_ 11. \*Homeowner or tenant shall be fully responsible for cleaning up after themselves and all of their guests, invitees, service providers, contractors, vendors or employees. A janitorial fee of \$60.00 is due concurrently with the execution of the agreement. Homeowner will be billed for any additional expense incurred by the association to clean up after the Event. Homeowners will be billed at the hourly rate listed above.
- \_\_\_\_\_ 12. The undersigned, both individually and on the behalf of the above named applicant, agrees to indemnify, defend and hold The BROADWAY HOLLYWOOD HOMEOWNER'S ASSOCIATION, a California not-for-profit corporation and its officers and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property, cost of attorney fees arising out of, or in connection with, the use of BROADWAY HOLLYWOOD'S facilities regardless of whether the use was actively or passively negligent, either sole or contributory in connection with such liability. I certify that we have received and read the rules and regulations regarding the pool area. I, the undersigned, do hereby agree that we will abide by the policies covering the usage of this facility, furniture or equipment caused by the occupancy of our group to the premises. I understand that any violation will result in the immediate closing of the facility.

Notwithstanding anything to the contrary contained herein, this Agreement and the Event contemplated hereby shall at all times be subject to approval by the Board, not to be unreasonably withheld, conditioned or delayed.

**SIGNATURE PAGE TO FOLLOW**

*The*  
BROADWAY  
HOLLYWOOD

ACCEPTED AND AGREED:

I have read and understand the attached Rooftop Pool Area Use and Agreement and agree to all the terms.

\_\_\_\_\_  
Homeowner's Signature

**MANAGEMENT USE ONLY**

Date Received \_\_\_\_\_

Entered in Calendar \_\_\_\_\_

Time Received \_\_\_\_\_

Confirmation Letter \_\_\_\_\_

Staff Name \_\_\_\_\_

Check Returned \_\_\_\_\_

Entered in Reservation Book \_\_\_\_\_

Guest List Received \_\_\_\_\_

Approved ( ) Denied ( ) Date \_\_\_\_\_ Signed \_\_\_\_\_

Deposit ( ) Fee ( ) Extra Attendant ( )

Check # \_\_\_\_\_