

The PINNACLE MARINA TOWER ASSOCIATION

550 Front Street
San Diego, CA 92101

Phone 619-533-7960
Fax 619-533-7964

AMENITY-KITCHEN ROOM AND CONFERENCE ROOM USE RULES Effective : April 1, 2009

BEFORE USE

1. Right to Use:

Any adult resident who is not otherwise excluded by the Project Rules or by The Board of Directors may reserve and use the Amenity-Kitchen Room and Conference Room in accordance with the Project Rules and rules herein. The adult resident who reserves and uses room(s) will be known as the "Resident Host". (Owners whose units are rented are not eligible.)

2. Reservation Limitations:

The rooms are not available for reservation on Federal and State Holidays, Super Bowl Sunday, and Academy Awards Night. All residents are welcome to the rooms on those occasions.

Reservations that are not open to all Pinnacle residents may only be made for uses that have an anticipated attendance of at least 4 people.

A unit may not reserve the room(s) more than a week in advance for more than two uses per calendar month. (Additional reservations made less than a week in advance are allowed.)

3. Maximum Capacity:

The maximum capacity of the Amenity-Kitchen Room and Conference Room combined is 50 persons. The maximum capacity of the Amenity-Kitchen Room is 50 persons. The maximum capacity of the Conference Room is 12 persons. The number of persons includes all guests and outside vendors (caterers, servers, entertainers, etc.).

4. Security Deposit and Use Fee:

A Security Deposit and Use Fee are required for reservations that are not open to all Pinnacle residents.

Security Deposit: The Security Deposit is \$250.00. Part or all of the security deposit will be retained to pay for any unresolved cleaning in excess of general housekeeping or to pay for any unresolved damages to any Pinnacle Marina Tower HOA property.

Use Fee: The Use Fee is \$35.00. This fee covers general housekeeping such as vacuuming, surface sanitizing, and bagged trash removal.

5. List of names/deliveries: Prior to using the room(s) you must provide a list of outside vendors and non-resident guest names to the concierge and schedule dock deliveries with the facility manager.

6. How to reserve room(s) for use:

Complete and submit to the Concierge the "Amenity-Kitchen Room / Conference Room Use" form. If applicable also attach two separate checks, one for security deposit and one for the Use Fee. A single reservation may include the Amenity-Kitchen Room or the Conference Room or both.

7. Project Rules:

The Resident Host shall review the general Project Rules to become familiar with those rules. The Resident Host who signed the "Amenity-Kitchen Room / Conference Room Use" form is responsible to ensure that all guests and vendors observe Project Handbook Rules and the Amenity-Kitchen Room and Conference Room rules.

DURING USE:

8. Purpose of Use:

The Amenity-Kitchen Room may only be used for social purposes. Business use of the Conference Room is allowed.

9. Hours of Use:

Rooms are available for use by residents with up to 4 guests per unit at all times. Rooms are available for use with more than 4 guests per unit from 6:00am – 11:00pm daily. For reservations ending at 11:00pm, the fob and remote must be returned by 7am the following morning.

10. Access:

For safety and security reasons, fobbed doors may not be propped open.

11. Sound:

Unreasonable noise is unacceptable. The Resident Host will ensure that sound is kept at a reasonable level. Doors to the patio area may not be propped open while that area is closed.

12. Outside Amenity Area:

For an Amenity-Kitchen area use, the Resident Host and guests may reserve the adjacent patio area to 10 feet from the barbecues and one of the barbecues. (Use of the pool area, steam room, and sauna are limited to 8 *accompanied* guests by the Project Rules.) Guests will not have access to the outside facilities after 11pm.

AFTER USE :

13. Cleaning

- Place all recyclables in watertight plastic bags.
- Place all non-recyclables in different watertight plastic bags.
- Remove and properly dispose of all food and beverage immediately after use of room(s) is completed.
- Remove all personal items from all tables, counters, surfaces, cabinets, refrigerator, oven, floor, etc. no later than 7AM of the day after use (unless otherwise approved by the Concierge).
- Wipe down all surfaces.
- Remove debris that cannot be vacuumed from the floor.
- Return all furniture to its original location.

Included housekeeping is limited to sanitary cleaning of surfaces, vacuuming of carpets and disposal of bagged trash.

14. Inspection:

No more than 2 business days following use and prior to another scheduled use, the Facility Director will inspect, or will have their authorized agent inspect the reserved room(s) and adjacent areas. The resident can request that they be notified when this inspection will occur and management will make a reasonable effort to include the resident at the inspection. If there are no damages and if additional cleaning did not need to be performed beyond ordinary sanitary cleaning, the refundable Security Deposit will be approved for refund; allow up to 10 business days to receive the refundable portion of the security deposit.

15. Security Deposit:

If cleaning deficiencies or damages are noted, the Security Deposit will be withheld until a cost of cleaning or repairs has been determined. If the Pinnacle Marina Tower HOA performs cleaning or repairs the cost for each will be deducted from the Security Deposit. If the cost of cleaning or repairs exceed the Security Deposit, the resident will be invoiced for the additional cost that exceeded their security deposit. The invoice will itemize what materials were used and labor performed. If resident does not pay the Invoice within 10 days the matter will be referred to the Board of Directors for further action as provided for in the Project Rules.

Homeowners Association use of the Kitchen-Amenity Room / Conference Room are not subject to the above rules.

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AMENITY-KITCHEN ROOM / CONFERENCE ROOM USE

The Amenity-Kitchen Room and Conference Room are available for the exclusive use by any adult resident and their invited guests unless otherwise restricted from such use. Please review all rules before submitting this form to the Concierge. Please print.

Resident Host Name: _____ Unit # _____ Date Submitted: _____

Use Date: _____ Use Time: From: _____ To: _____ Cell phone: _____

☐ Non-exclusive use. (I am reserving the room(s) and taking responsibility for use of the room(s), but other Pinnacle residents are welcome to use the room(s) during this period.)

Room(s) Requested:

☐ Amenity-Kitchen Room (social uses only)

☐ Conference Room

Attendance: Maximum number of people, including guests and vendors, is 50 for both rooms combined, 50 for the Amenity-Kitchen Room, and 12 for just the Conference Room.

I estimate the **number of guests** to be: _____ and the **number of vendors** to be: _____.

Note: Names of non-resident guests and vendor companies must be supplied to the Concierge prior to using the room(s).

Complete the section below as applicable.

☐ Catered food/beverages. Company Name: _____

☐ Entertainment. Entertainer/Company Name: _____

☐ Security. Company Name : _____

☐ Party Equipment. Company : _____ Delivery Date: _____ Time: _____

For exclusive use, include a Security Deposit Fee and a Use Fee with this form.

• Security Deposit: One check in the amount of \$250.00; Check #: _____.

• Use Fee One check in the amount of \$35.00; Check #: _____.

Make checks payable to "Pinnacle Marina Tower HOA"

I wish to be in attendance when the "After Use" inspection is conducted, if practicable: ☐ Yes ☐ No

I have received, read, understand and agree to comply with the current "Amenity-Kitchen Room and Conference Room Use Rules". I have also read, understand and will comply with all other HOA Project Handbook Rules.

Signature: _____ Date: _____

Concierge Section:

Requested Date/Time is Available: ☐ Yes ☐ No Concierge: _____ Date: _____
(Concierge: Sign and date above. If date is NOT available return a copy of this form and original checks (if any) to resident). If date IS available add the use to the calendar and forward this form (and checks if any) to Facility Manager.

Security Deposit Received: ☐ \$0 ☐ \$250 Check #: _____

Use Fee Received: ☐ \$0 ☐ \$35 Check #: _____

Non-Resident Guest List Required: ☐ No ☐ Yes: Due by: _____ Received on: _____

Forwarded to Facility Director By: _____ Date: _____

Received approval from Facility Director By: _____ Date: _____

Facility Director Section:**Pre-Use Review :**

- ☐ Approved with no further conditions. Return an approved copy of this form to Concierge.
☐ Approved with conditions. Contact resident directly and specify conditions in writing. When conditions have been met, return an approved copy of this form to Concierge.
☐ Not Approved. Contact resident directly and specify reason in writing. Keep this form. Without further explanation let Concierge know that the Use will not occur.

By: _____ Date: _____

After Use Inspection :

Contact resident before doing the inspection: ☐ Yes ☐ No

Resident was present during the inspection: ☐ Yes ☐ No

Inspection Performed By: _____ Date: _____ Time: _____

Properly cleaned ☐ Yes ☐ No. (Specify below. Attach additional pages if needed)

Damages noted ☐ No ☐ Yes. (Specify below. Attach additional pages if needed)

Resident informed of cleaning / damage deficiencies: Date : _____ By: _____

Resident must resolve all cleaning/damage deficiencies by: Date: _____ Time: _____

Resident ☐ did ☐ did not properly resolve all cleaning/damage deficiencies by due date/time:

Cleaning / Repair-Replacement Charges to be assessed to resident:

Type of charge	Amount	Invoice Sent	Payment Due	Paid	Check#	Referred to BOD
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Cleaning	\$ _____	____/____/____	____/____/____	____/____/____	_____	____/____/____
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Repair-Replacement	\$ _____	____/____/____	____/____/____	____/____/____	_____	____/____/____
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Approved by: _____ Date: _____