

THE BRANNAN OWNERS ASSOCIATION
RULES PERTAINING TO THE CLUBHOUSE AND GARDEN AREA

1. Use of the Clubhouse and Garden Area is limited to residents living in The Brannan and their guests. Residents may reserve the Clubhouse and Garden Area for parties and receptions through the Association Office. The area shall not be used for any functions that are political, illegal or are open to the public. Users of the clubhouse area may not charge admission, sell items, permit gambling or advertise by door-to-door solicitations.
2. The sponsoring resident must be present at the event at all times. Children under 12 must be supervised by a parent or by an adult 18 years or older. Groups involving minors shall have continuous adult supervision and minors shall not be served, nor consume alcohol on the premises. All functions are limited to a total of 50 people, including guests and resident sponsors. If more than 12 guests are invited, a representative must join the guard at the Tower 2 security desk in monitoring access. The sponsoring resident must provide a written guest list in advance to the Association Office.
3. The Clubhouse and Garden area is available for reserved use between the hours of 9:00 a.m. and 10:00 p.m., and must be reserved through the Association Office, 415-348-0092. When the Garden area (lawn and benches) is not reserved, a resident and up to two guests may use it on a first come basis for non-exclusive picnics, sunbathing, etc. The Association has priority for reserving the facilities for Association-sponsored activities. The clubhouse consists of the kitchen, and the garden area consists of eight benches, the gravel and reflecting lily pond areas and the lawn area. The reservation does not provide for exclusive use of the restrooms, spa and pool. The restrooms, spa and pool areas shall remain accessible to all Brannan residents during the event.
4. No pets are allowed in the Clubhouse and Garden Area.
5. Food and beverages are allowed in the Clubhouse and Garden Area. Please minimize the use of glass articles (bottles, glasses, etc.) due to the proximity to the pool and spa area. Beverages shall be served in plastic glasses. Glass articles are prohibited in the spa and pool areas.
6. The kitchen range is a commercial type gas range. The range has a pilot light and no electronic ignition. Due to safety concerns, the clubhouse may only be used if reserved and prior to the event, the sponsoring resident must meet with Association Staff to receive training on the gas range and associated venting system. When you are finished using the range, it is important that the door and windows to the clubhouse are kept closed to prevent the pilot light from being extinguished by airflow through the clubhouse.
7. The podium deck is finished in most areas with limestone. It is a porous stone and can stain easily. If a heavy object is dropped on the stone, it may crack. Any damage a resident or guest causes to the stone will be the responsibility of the sponsoring resident.
8. Noise, language, and drinking must be kept at moderate levels so as not to disturb other residents. No live music or recorded music is allowed. Any offensive behavior, loud or vulgar actions are cause for event termination. Management

reserves the right to have security terminate the party for any violation of the rules.

9. If the event is to include use of the spa and pool area, the sponsoring resident and guests are required to obey all RULES PERTAINING TO THE POOL AND SPA AND PODIUM LEVEL.
10. The fee for use of the clubhouse and garden area is \$100 per day payable one week prior to the event. A deposit of \$300 is due and payable one week before the event. (72-hour cancellation notice is required for a full refund of fees.) The security deposit will be returned if the clubhouse and garden area are left clean and without damage and if there are no infractions of the rules. If any damage or cleaning exceeds \$300, the designated resident sponsor will be charged for the excess.
11. Smoking is allowed in the designated area near the restrooms and clubhouse.
12. All decorations and signage regarding the usage of the clubhouse and garden area must be submitted to the Association Office for approval no later than 24 hours prior to the event. Size and placement are restricted. Contact Management for specifications. All decorations must be removed before leaving the event. Nails, staples or thumbtacks may not be used. Painter's tape is recommended.
13. Loading and unloading of party supplies must be done in the motor court area. Please schedule truck deliveries and pickups with the Association office in advance.
14. The Clubhouse and Garden Areas must be left clean and in the condition in which it was found by the 10:00 p.m. closing time. This includes all appliances. All refuse must be placed in the proper receptacles and furniture and other items must be returned to their prior location.
15. The designated resident sponsor shall be responsible for closing the clubhouse before leaving. This includes turning off all appliances and lights. The range should be checked to verify that the pilot lights are lit. If they are not lit and there is an odor of gas, please contact security. The kitchen door and windows should be opened and the clubhouse ventilated before attempting to relight the pilot lights. Resident shall notify security immediately in order for the officer to inspect the general condition in which the clubhouse is left. The designated resident sponsor is responsible for any damage that occurs. The day following the event, an Association staff person will inspect the clubhouse with an appropriate checklist to verify all facilities are clean and free of damage.
16. The association cannot be responsible for the unavailability of the clubhouse, appliances, pool, spa or the garden area due to unforeseen circumstances, such as weather, prior misuse, mechanical malfunction, etc.

**THE BRANNAN OWNERS ASSOCIATION
CLUBHOUSE AND GARDEN AREA
LICENSE AGREEMENT**

DESIGNATED RESIDENT
SPONSOR: _____

TOWER: _____ UNIT #: _____ OWNER: _____ RENTER: _____

RESERVATION DAY/DATE: _____ TIME FROM: _____ TO: _____

NUMBER OF PERSONS: _____ TYPE OF EVENT: _____

RESERVATION FEE: _____ SECURITY DEPOSIT: _____

This license agreement made this _____ day of _____ 200__, between The Brannan Owners Association (Brannan) and _____ (User).

AGREED:

1. User is hereby authorized to use the clubhouse and garden area (Facility) owned by Brannan, located at the podium level of The Brannan, 229 Brannan Street, San Francisco, CA.

The use will be from the hours of _____ to _____ on _____, 200__. No other use of the Facility, or any other portions of The Brannan and no other time of use shall be allowed without Brannan's express approval. User shall not carry on any activity at the Facility, which will be an annoyance or material inconvenience to any other tenant or residents at Brannan or violate any municipal code; included in such prohibition will be loud or boisterous noises.

2. In consideration of such use, User shall pay the sum of \$ _____. There shall be no refund in the event of cancellation within 72 hours of the intended use or for the use of the Facility for a shorter duration than what is set forth above.
3. Use of the Facility includes the right to use any of the equipment or fixtures installed and maintained by Brannan at the Facility.
4. Promptly following the expiration of the period of use specified in Paragraph 1, User shall return the Facility to the same condition as found and shall specifically be responsible for all cleaning and repairs necessary. To secure this undertaking, User has deposited the sum of THREE HUNDRED DOLLARS (\$300.00) with Brannan, which will be returned to User, less any costs of repair and cleaning. If this sum is not sufficient to so repair and clean, then User shall be responsible for any additional costs.
5. User shall be responsible for any injury to any person or any property which is caused by such use of the Facility and the user shall indemnify, defend and hold The Brannan and all the owners, residents and the employees thereof harmless from any claim or suit for such injury.

- 6. INITIAL IF APPROPRIATE ____ User has supplied to Brannan an insurance certificate or the written proof that a reputable insurance company as to the matter contained in paragraph 1 is insuring Brannan.
- 7. This instrument is deemed to be a license only and User shall have no lease hold rights to the Facility nor shall it be deemed to be a venturer or partner of, or in any other manner associated with Brannan.
- 8. I have read the License Agreement, Rules Pertaining to the Clubhouse and Garden Area and Rules Pertaining to the Pool & Spa & Podium Level and agree to comply with such rules concerning use of the facility.

AGREED:

The Brannan Owners Association

By: _____ Date: _____

User

By: _____ Date: _____

THE BRANNAN

OWNERS ASSOCIATION

PLEASE REMEMBER...

- ❖ **No pets** are allowed in the Clubhouse and Garden Area.
- ❖ Food and beverages are allowed in the Clubhouse and Garden Area. Please minimize the use of glass articles (bottles, glasses, etc.) due to the proximity to the pool and spa area. Beverages shall be served in plastic glasses. Glass articles are prohibited in the spa and pool areas. **NO GLASS BOTTLES.**
- ❖ Noise, language, and drinking must be kept at moderate levels so as not to disturb other residents. **No live music or recorded music is allowed.** Any offensive behavior, loud or vulgar actions are cause for event termination. Management reserves the right to have security terminate the party for any violation of the rules.

Thank you!

-Brannan Management &
Board of Directors

9/7/04