

### **COMMON AREA EVENTS**

The use of Common Areas for Events within the business park is allowed on a permit basis and with the conditions stated below. Use of parking lots and walkways for Events is prohibited unless the Event is within the requesting owners specific lot lines and is specifically approved in advance by the Board and noticed to the general membership and its permittees. An Event is defined as any gathering within a portion of the common that is used predominantly for the purpose of said Event and is excluded (perceived or otherwise) from use by all others during that specific time period.

#### **ABSOLUTELY NO WATER ACTIVITIES OR FISHING IS ALLOWED**

- A. Common Area use is on a first come first serve basis.
- B. City permit must be obtained prior to Event if required by the City.
- C. A written application must be submitted to management office at least 10 days before any Event.
- D. Application follows on next two pages; it is also available by email from [brian@ayzarinc.com](mailto:brian@ayzarinc.com) and via the BHOPA website: [Common Area Application](#)
- E. A refundable deposit is required based on size of the Event and number of attendees (see Fee Schedule below). Deposit amount to be determined by Association Management. Deposit is to ensure Common Area is left in clean and intact condition per prior to the Event. Deposit is refunded after inspection, but no later than 15 days from the date of the Event.
- F. Events with music or audio that is amplified are not allowed M–F 8:00am – 6:00pm or S/S 8:00am – 1:00pm. At all times, and regardless of whether amplification is being used, noise levels from any Event in the Common Area cannot be unreasonably intrusive. Intrusive noise levels will affect permit issuance for future Events, in addition to any fines or Compliance Assessments imposed as a result of a violation of this Rule.
- G. For safety purposes, open flame grills or other devices that contain flames are permitted only under controlled environment, to be preapproved at discretion of Association Management.
- H. Event insurance must be obtained at the requesting party's expense, naming the Association, vendors providing service at the Event, as well as the Association Management company as "additionally insured" for the Event. See Insurance requirements detailed below.

**EVENT INSURANCE REQUIREMENT.** To be recommended by Association's insurance agent.

**FEE SCHEDULE.** Use of Common Area is free of charge for owners and Brookhollow businesses. Non Owners/Occupants are charged per b) below. Fees are due and payable 48 hours in advance of Event.

- a) \$50 Permit fee: up to 2 hours of use and maximum 10 people, and \$25/hr for each additional hour.
- b) For every additional group of up to 5 persons there is an additional \$25 fee for up to two hours of use, and \$25/hr for each additional hour for each whole multiple of five people beyond the first 10 individuals.
- c) Additional hours are billed at same rate per hour.

**FINES.** Events held without a prior permit or otherwise in violation of these Rules are subject to a \$500 (Five Hundred Dollar) fine per non-complying Event in addition to any other fines or Compliance Assessments imposed as a result of a violation of this Rule.



**COMMON AREA APPLICATION**

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Event: \_\_\_\_\_ Number of people attending: \_\_\_\_\_

Event Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Event Location (Show location on map, next page): \_\_\_\_\_

Brief Description: \_\_\_\_\_

\_\_\_\_\_

PLEASE INDICATE EVENT LOCATION ON MAP, NEXT PAGE

Applicant shall indemnify Brookhollow Office Park Association, its owners/members, its Board of Directors, AyZar Inc, DBA AyZar Asset Management and other on-site vendors and each of their officers, directors, agents, and employees harmless from and against any and all claims, suits, losses, or expenses, including attorneys' fees and costs of any sort, that may arise out of or result directly or indirectly from the use, operation or maintenance of the common grounds at Brookhollow Office Park (aka Brookhollow Business Park). To the fullest extent permitted by law: Applicant must reimburse, indemnify, defend, and hold harmless Brookhollow Office Park Association, its owners/members, its Board of Directors, AyZar Inc, DBA AyZar Asset Management and other on-site vendors and each of their officers, directors, agents, and employees, their subsidiaries and affiliates and each of its subsidiary's and affiliate's present, former, and future shareholders, employees, officers, and directors from and against all loss, damage, expense (including attorneys' fees and expenses), and penalty, and any claim or action therefore by or on behalf of any person or entity, (collectively, "Loss") arising out of or in connection with the 1) use of the common grounds at Brookhollow Office Park (aka Brookhollow Business Park) and/or 2) performance or failure of performance of this Permit Application or Permit, including, without limitation, Loss arising out of or occurring in connection with: (i) any acts or omissions by Applicant or its employees or agents, including, without limitation, injury to persons, property and death claims; (ii) the provision, operation, maintenance, use, or repair of the common grounds at Brookhollow Office Park (aka Brookhollow Business Park); 2) breach of the obligations of the CCRs of Brookhollow, including, but not limited to, violations of or a failure to comply with any safety order, rule or regulation as well as state, local, or federal violations of any code, law or regulation. The indemnification by Applicant shall apply regardless of any concurrent or contributory active and/or passive negligent act or omission of any party, including Brookhollow Office Park Association, its owners/members, its Board of Directors, AyZar Inc, DBA AyZar Asset Management and other on-site vendors and their officers, directors, agents, and employees. All use, operation, and maintenance of Applicant of the common grounds shall be at the risk of Applicant exclusively, regardless of whether or not Applicant was negligent.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Best Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Scan & email: [brian@ayzarinc.com](mailto:brian@ayzarinc.com) • Mail: 1524 Brookhollow Dr. Suite B, Santa Ana, CA 92705

## COMMON AREA APPLICATION MAP

Please indicate event location on map & email with application

