

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

December 6, 2016

The Regular Meeting of the Golden Rain Foundation of Laguna Woods Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, December 6, 2016, at 9:30 A.M., at 24351 El Toro Road, Laguna Woods, California.

Directors Present: John Parker, JoAnn diLorenzo, Beth Perak, Judith Troutman, John Beckett, Kathryn Freshley, Joan Milliman, Richard Palmer, Tom Sirkel, Ray Gros and Diane Phelps

Directors Absent: None

Staff Present: Open Session: Brad Hudson, Lori Moss, Bruce Hartley, Betty Parker, Brian Gruner, Ernesto Munoz and Kim Taylor
Executive Session: Brad Hudson, Lori Moss, Kim Taylor, and Blessilda Fernandez

Others Present: Lucy Shimon, VMS Director, Fred Whitney and Robert Hartley of Neuland Whitney & Michael, Corporate Counsel

CALL TO ORDER

President John Parker served as Chair of the meeting and stated that it was a regular meeting held pursuant to notice duly given and that a quorum was present. The meeting was called to order at 9:30 AM.

PLEDGE OF ALLEGIANCE TO THE FLAG

Director Diane Phelps led the membership in the Pledge of Allegiance to the Flag.

ACKNOWLEDGEMENT OF MEDIA

A representative of the Laguna Woods Globe and the Channel 6 Camera Crew, by way of remote cameras, were acknowledged as present.

APPROVAL OF AGENDA

Without objection, the Board approved the agenda as written.

APPROVAL OF THE MINUTES

Director Perak moved to approve the minutes of November 1, 2016, and November 9, 2016, as written. Director diLorenzo seconded the motion. By a vote of 10-0-0 the motion carried.

CHAIR'S REPORT

Chair John Parker thanked the Landscape Department for their work after the winds on Friday, and their continuing of cleanup through Monday. President Parker announced and welcomed the new GRF Board Members Diane Phelps and Ray Gros and the returning Board Members Joan Milliman and Richard Palmer. President Parker stated that in a few weeks GRF will be renewing their contract with VMS and indicated that working with the new Staff over the past year has been amazing. President Parker thanked the Executive Staff and Administrative Staff

for all their hard work. President Parker wished everyone Happy Holiday and a Happy New Year.

Update from VMS – Director Lucy Shimon

Lucy Shimon, Director, Village Management Services, Inc. (VMS) wished everyone a Happy Holiday season. Director Shimon stated that the RFID program is under way, stated that it is moving well and 37,000 guests have been entered into the system thus far. The Community Center Fitness relocation is on schedule and due to be complete in February 2017. The January Town Hall meeting will be covering the CEO's TV6 Vision. The Performing Arts Center will have the Swing Cats performing this Saturday and the Recreation sponsored Holiday Dinner will be held as well. Director Shimon thanked everyone and answered questions from the Board.

CEO REPORT

Mr. Bradley Hudson, CEO/General Manager, stated that the Community may have lost as many as 50 trees from the wind last Friday and the Landscape staff was in the Community over the weekend assessing the damage. The Golf Cart parade and the Old Pros were performing over the past weekend. The new Transit Program has begun with minimal disruption to the Community. The new gate arms were tested at Gate 6 and adjustments were noted. The Community is being trained on how to use Dwelling Live, the technology platform for gate access, and because most calls are received between 7am and 7pm, staff will now have extended hours to accommodate the residents. The Clubhouse 5 mini gym will be reopened on December 14, 2016. A PayScale presentation will be given at the VMS Board meeting tomorrow morning at 8:00 AM.

Mr. Hudson introduced the new interim Director of General Services, Bruce Hartley. Mr. Hartley provided a brief overview of his background and stated that he is currently working on addressing the priority issues and thanked the Board.

OPEN FORUM

- Michael Landry (693-B) stated that he saw a swarm of bees and while notifying Security he had left a box at the RV Lot and received a Notice of Violation for leaving the box and asked Mr. Hudson to look into the matter.
- Bob Figeira (3334-B) thanked Brad Hudson and Staff for a great job and provided an overview of his qualifications and stated that the TGIF Club is having some issues with Clubhouse 2.
- Cynthia Statsmann (910-Q) spoke about the cut in benefits with some employees and asked if the benefits will be replaced with something comparable.
- Mary Stone (356-C) commented on the complaints that the Discussion Club have received about the new bus system.
- Sue Mills (5223) thanked Lori Moss and Ernesto Munoz for their quick response in fixing the street lights.
- John Lesak (4021-B) commented on issues that the TGIF Club are having with Clubhouse 2 and asked for Staff to look into the matter.
- Maxine McIntosh (68-C) wished everyone a Happy Holiday and asked about the Roberts Rules Workshop.
- Ann Russell (3079-A) asked if a number of the Town Hall Meetings can be held after hours for working Residents and commented on distribution of Tasers to the Security Staff and commented on the hiring of Gate Ambassadors.

- Janey Dorrell (642-B) announced that there will be a free Christmas Dinner for the Community, the event will be held on December 25, 2016.

GRF Directors Dick Palmer, Kathryn Freshley, Tom Sirkel, Beth Perak, Joan Milliman, John Beckett, Ray Gros, JoAnn diLorenzo, Judith Troutman, John Parker and CEO Brad Hudson briefly responded to Members' Comments.

CONSENT CALENDAR

No items came before the Board under the Consent Calendar.

COMMITTEE REPORTS

Director Diane Phelps reported on the Finance Committee and presented a financial update. Director Phelps announced that the GRF Finance Committee will begin meeting every other month beginning February 2017.

Discuss and Consider Merrill Lynch Certification of Authority

Director Phelps moved to approve updating the names on the Merrill Lynch Certification of Authority to Betty Parker, Brad Hudson, and Solange Backes.

By a vote of 9-1-0 (Director Beckett opposed) the motion carried.

Secretary of the Board, Director JoAnn diLorenzo, read a resolution approving defining GRF funds. Director diLorenzo moved to approve the resolution. Director Perak seconded the motion and discussion ensued.

Director Freshley moved to amend the resolution to remove the words in the last sentence of The Trust Facilities Fee Fund paragraph "Operational and" the last sentence of the paragraph to read: "Although this is not a restricted fund, the Board shall determine the appropriate allocation to meet ~~operational and~~ reserve expenditures. Director diLorenzo seconded the motion. Discussion ensued.

By a vote of 0-10-0 the motion failed.

Director Freshley moved to amend the resolution to remove the words in the last sentence of The Trust Facilities Fee Fund paragraph "Operational and" and to replace ~~restricted~~ with **required**. The last sentence of the paragraph to read: "Although this is not a ~~restricted~~ **required** fund, the Board shall determine the appropriate allocation to meet ~~operational and~~ reserve expenditures. Director Perak seconded the motion. Discussion ensued. By a vote of 10-0-0 the amendment carried.

Member Mary Stone (356-C) commented on the amendment.

By a vote of 10-0-0 the motion carried and the Board approved the following resolution as amended:

90-16-52

Definition of Funds Resolution

WHEREAS, the Board determines assessments in an amount meeting operational and reserve expenditures; and

WHEREAS, expenditures from the funds are authorized by the Board through the annual business plan or supplemental appropriations;

NOW THEREFORE BE IT RESOLVED, the Board hereby adopts the following definitions to define the purpose and use of each of the restricted funds:

Operating Fund – The Operating Fund accounts for all revenues and expenditures related to the services and operations of the Golden Rain Foundation, including but not limited to security, transportation, broadband services, recreation services, administration, insurance and taxes, utilities, and professional services.

Equipment Reserve Fund – The Equipment Reserve Fund is used for the purchase of new and replacement equipment, including but not limited to vehicles, machinery, office equipment, and furniture. This fund receives monies through assessments, interest earnings, and a transfer of operating surplus if directed by the Board. Balances are used to fund the 30-year reserves plan.

Facilities Reserve Fund – The Facilities Reserve Fund is used for the acquisition, addition, replacement or improvement of Foundation and Trust facilities and their components. This fund receives monies through assessments, interest earnings, and a transfer of operating surplus if directed by the Board. Balances are used to fund the 30-year reserves plan.

Trust Facilities Fee Fund – The Trust Facilities Fee Fund was established in 2012 to maintain and improve the recreational and other amenities available to all residents of Laguna Woods Village. A fee, allowed under Civil Code §4580, is imposed on all transactions involving the purchase of a separate interest in any of the Community's common interest developments (United Mutual, Third Mutual, and Mutual Fifty). The Trust Facilities Fee is a fixed amount, as determined from time to time by the Trustee of the Golden Rain Foundation Trust. This fund receives monies through the aforementioned fee and interest earnings. Although this is not a ~~restricted~~ **required** fund, the Board shall determine the appropriate allocation to meet ~~operational and~~ reserve expenditures.

Contingency Fund – The Contingency Fund provides for unanticipated expenditures not otherwise identified in the operating budget or reserves plan and provides funding for uninsured damages to property. This fund receives monies through assessments, interest earnings, and a transfer of operating surplus if directed by the Board.

Trust Improvement Fund – Established in 1974, this fund was established in the Trust to provide funding for improvement to certain existing community facilities. Contributions to this fund were discontinued in 1985 and improvements to GRF and Trust assets are funded through the funds mentioned above.

Director Beth Perak reported on the Community Activities Committee.

Brian Gruner, Recreation Director, provided an overview of Outsourcing Lifeguard Services at all Swimming Pool Facilities in the Community, beginning January 1, 2017.

Director Sirkel moved to outsource Lifeguard Services at all swimming pool facilities in the Community, Beginning January 1, 2017. Director diLorenzo seconded the motion. By a vote of 10-0-0 the motion carried.

Director JoAnn diLorenzo reported on the Media and Communications Committee.

President John Parker reported on the Landscape Committee.

Secretary of the Board, Director JoAnn diLorenzo, read the following resolution approving revisions to the Laguna Woods Village Garden Center Standards. Discussion ensued.

RESOLUTION 90-17-xx

Additional Garden Center Standards for Garden Plots

WHEREAS, as a part of the Garden Center Improvements the GRF Landscape Committee approved engineering standards for Garden Plots to ensure proper construction standards and uniformity of garden plots; and

NOW THEREFORE BE IT RESOLVED, February 7, 2016, that the Board of Directors of this Corporation hereby approves the interim Garden Center Standards for garden plots, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 90-16-50, adopted November 1, 2016, is hereby amended to the extent that it differs; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

Director diLorenzo moved to approve the resolution. Director Sirkel seconded the motion.

Member Maxine McIntosh (68-C) commented on the resolution.

By a vote of 10-0-0 the motion carried.

Director Milliman moved to postpone the resolution to the February Board meeting to comply with Civil Code §4360. Director Sirkel seconded the motion. Discussion ensued.

By a vote of 10-0-0 the resolution was postponed to the February Board meeting to comply with Civil Code §4360.

Director Judith Troutman reported on the Maintenance and Construction Committee.

Secretary of the Board, Director JoAnn diLorenzo, read a resolution approving the Garden Center Standards for garden plots including a resident packet and engineering drawings specifications, as attached to the official minutes of this meeting. Director diLorenzo moved to approve the resolution. Director Gros seconded the motion. Discussion ensued.

Director Beckett moved to amend the resolution to change the funding from Facilities Fund to the Contingency Fund. The motion died due to a lack of a second.

Members Mary Stone (356-C) and Maxine McIntosh (68-C) commented on the resolution.

By a vote of 10-0-0 the following resolution carried:

RESOLUTION 90-16-53

Gate 5 and 6 Renovation Costs

WHEREAS, the original budget for the Gate 5 and 6 Renovation Capital Plan was \$764,500; and

WHEREAS, during the renovation of Gates 5 and 6 additional costs were incurred for pre-construction design additions and construction design modifications including gate access control, paving, and signage for a total of \$404,500 in contract change orders; and

NOW THEREFORE BE IT RESOLVED, December 6, 2016, that the Board of Directors of this Corporation hereby approves a Supplemental Appropriation in the amount of \$404,500, to be funded from the Facilities Fund, for the change orders required at the Gate 5 and 6 Renovation projects; and

RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.

Director Tom Sirkel reported on the Security and Community Access Committee.

Director Beth Perak reported on the Mobility and Vehicles Committee.

Director Judith Troutman reported on the Contracts and Procedures Task Force – Judith Troutman

Ernesto Munoz, P.E., Maintenance Operations Director, provided a brief presentation on Board Operation Procedures for Contracts, Change Order Policy, and Purchasing Policy. He answered questions from the Board.

UNFINISHED BUSINESS

Secretary of the Board, Director JoAnn diLorenzo, read a resolution approving revisions to the Trust Facility Fee Policy, which was postponed in October to comply with Civil Code §4360.

Director Perak moved to approve the resolution with noted Scriveners errors . Director diLorenzo seconded the motion.

Director Beckett moved to amend the resolution in the first Whereas by changing the word “improve to “operate”. Director diLorenzo second the motion. By a vote 1-8-0 (Director diLorenzo was absent for the vote) the amendment failed.

By a vote of 10-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 90-16-54

Trust Facilities Fee Policy

WHEREAS, as Trustee of the Golden Rain Foundation Trust, the Board of Directors of the Golden Rain Foundation is required to maintain and improve the recreational and other amenities available to all residents of Laguna Woods Village; and

WHEREAS, the Board of Directors finds that reinstatement of the capital contribution to the Trust originally required to be made for each manor sold will ensure the continuation of the amenities that make Laguna Woods Village unique;

NOW THEREFORE BE IT RESOLVED, December 6, 2016, that as Trustee of the Golden Rain Foundation Trust, a declaration of Trust recorded March 6, 1964, the Board will impose a fee, to be known as the "Trust Facilities Fee", in accordance with all terms and conditions contained in this policy statement and in California Civil Code §4580 (as amended by Senate Bill 1128, Stats 2010 Chapter 322, §2, effective January 1, 2011), on all transactions involving the purchase of a separate interest in any of the Trustors' common interest developments (United Laguna Woods Mutual, Third Laguna Hills Mutual and Mutual Fifty, each of which is hereinafter referred to as a "Trustor") within the City of Laguna Woods, as an obligation of the purchaser(s); effective January 1, 2017. ***For purposes of determining the Effective Date, purchase contracts entered prior to January 1, 2017, in which escrow opens before January 1, 2017 and closes on or before March 31, 2017, are deemed transactions occurring prior to the Effective Date:***
and

RESOLVED FURTHER, the Trust Facilities Fee will be a fixed amount, as provided herein and as determined from time to time by the Trustee of the Golden Rain Foundation Trust. The entirety of each such fee, when and as paid by the purchaser(s), shall be deposited into the Trust Facilities Fee Fund and shall be applicable to all such transactions, excluding the following transfers of a separate interest:

- ~~1. Where at least one of the purchasers has paid a Trust Facilities Fee to the Golden Rain Foundation Trust at any time prior to the close of escrow on the purchase of a separate interest, for escrows opened or purchase contracts signed prior to January 1, 2017;~~
1. Where ownership of a separate interest is joined between a current beneficiary of a Trustor and a non-beneficiary spouse, domestic partner or other relative of such beneficiary;
2. Where ownership of a separate interest is transferred to a non-beneficiary of a Trustor by gift or through inheritance from a beneficiary of a Trustor;

3. Where ownership of a separate interest is transferred by a beneficiary of a Trustor to the current qualifying resident (as defined in the Bylaws of each Trustor) of the separate interest, where the transferor has never been a qualifying resident and has previously paid a Trust Facilities Fee; or
4. Where ownership of a separate interest is being transferred to a trust whose settlor or principal beneficiary is the transferor, or to another trust for estate planning purposes.

RESOLVED FURTHER, effective with escrows opened, or purchase contracts signed, on or after January 1, 2014, the Trust Facilities Fee shall be set at \$2,500.00 until modified by the Trustee; and

RESOLVED FURTHER, in accordance with California Civil Code §4580 each new purchase of a separate interest in any of the Trustors' common interest developments within the City of Laguna Woods to which this Trust Facilities Fee applies (i.e., all new purchases other than a transfer qualifying for any of the exclusions set forth in subparagraphs 1-4 above), shall in compliance with California Civil Code §4580 have the option to either:

- (i) pay the fee in its entirety at the time of transfer; or
- (ii) pay the fee amount pursuant to an installment payment plan for a period of seven (7) years.

If the purchaser elects to pay the fee in installment payments under the second of the above statutorily permitted options, then the Trustee may also collect additional amounts not to exceed the actual costs for billing and financing on the amount owed (as set forth below, and in compliance with the Davis-Stirling Act, as the same may be amended from time to time), and if the purchaser sells their separate interest prior to the end of the installment payment plan period, he or she shall pay the remaining balance of the fee owed to the Trustee prior to transfer. A fee of \$10 will be imposed for any late payments.

The Golden Rain Foundation Board shall assess a one-time fee for the preparation of the promissory note. The Golden Rain Foundation Board shall also assess a handling fee of \$252.00 until later modified by the Board and interest, if applicable, at the minimum rate allowed by law. The monthly payment of the Trust Facilities Fee, the handling fee and interest, if applicable, shall be due on the 1st day of each month; and

RESOLVED FURTHER, Resolution 90--15-37, adopted July 7, 2015 is hereby superseded and cancelled ***to the extent that it differs, effective January 1, 2017***; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

Secretary of the Board, Director JoAnn diLorenzo, read the proposed Contractor Hours Policy, to be adopted Community wide, which was postponed in October to comply with Civil Code §4360.

Director diLorenzo moved to approve the motion. By a vote of 10-0-0 the motion carried and the Board approved the following:

The new policy will apply to all vendors performing work in the Village. The proposed hours for all contractors are:

- 7:00 a.m. to 5:00 p.m. – Monday through Friday with contractors performing quiet work between 7:00 a.m. to 8:00 a.m.
- 9:00 a.m. to 3:00 p.m. – Saturdays
- No work on Sundays and VMS holidays
- Any weekend and/or after hour work will be coordinated around events scheduled at GRF facilities.

Contractors will be required to ultimately obtain a Worker Gate Access Permit to perform work in the Village. This will allow Staff to better manage work performed.

Secretary of the Board, Director JoAnn diLorenzo, read a resolution approving revisions to the Garden Center Operating Rules, Use Permit, Waiver of Liability Agreement, Handyman Release, and Notice of Application of Pesticides for Garden Plots, as attached to the official meeting minutes of this meeting, which was postponed in October to comply with Civil Code §4360.

Director Beckett moved to approve the resolution. Director diLorenzo seconded the motion.

By a vote of 10-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 90-16-55

Garden Center Operating Rules and Related Documents

WHEREAS, the Golden Rain Foundation recognizes the need to amend a portion of the rules to ensure compliance with UBC codes, make the gardening experience more enjoyable and to provide a way to make more plots available for individuals on the waiting list; and

NOW THEREFORE BE IT RESOLVED, December 6, 2016, that the Board of Directors of this Corporation hereby approves the Garden Center Operating Rules, Use Permit, Waiver of Liability Agreement, Handyman Release, and Notice of Application of Pesticides for Garden Plots, as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 90-13-33, adopted April 2, 2013, is hereby amended to the extent that it differs; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

Secretary of the Board, Director JoAnn diLorenzo, read a resolution approving revisions to the Golden Rain Foundation Recreation Division Policy, as attached to the official meeting minutes of this meeting, which was postponed in November to comply with Civil Code §4360.

Director diLorenzo moved to approve the resolution. Director Perak seconded the motion.

Member Katherine Baum (3276-A) and Mary Stone (356-C) commented on the resolution.

By a vote of 10-0-0 the motion carried and the Board approved the revisions to the Resolution:

RESOLUTION 90-16-56

Revisions to the Recreation Division Policy

WHEREAS, the Golden Rain Foundation has established a Recreation Division Policy to streamline and reduce confusion regarding use of its facilities by residents; and

WHEREAS, the Community Activities Committee recommended revisions to the Recreation Division Policy;

NOW THEREFORE BE IT RESOLVED, December 6, 2016 that the Board of Directors of this Corporation hereby adopts the revisions to its Recreation Division Policy; and

RESOLVED FURTHER, that Resolution 90-15-52 adopted October 6, 2015, Resolution 90-15-53 adopted October 6, 2015, Resolution 90-16-32 adopted August 2, 2016, and Resolution 90-16-42 adopted September 6, 2016—is **are** hereby superseded and cancelled to the extent that they differ; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

NEW BUSINESS

Ernesto Munoz, P.E., Maintenance Operations Director, provided an overview of the consideration of hiring an Architect for the Performing Arts Center.

Director Troutman moved to approve entering into a Professional Service Agreement with SVA Architects for the Performing Arts Center, not to exceed \$228,376. Director Perak seconded the motion. Discussion ensued.

Director diLorenzo moved to add to the motion “approve contingent on GRF Corporate Counsel’s review”. Director Beckett seconded the motion. By a vote of 4-6-0 the amendment failed.

Members John Frankel (3473-A) and Mary Stone (356-C) commented on the motion.

By a vote of 10-0-0 the motion carried.

Secretary of the Board, Director JoAnn diLorenzo, read a resolution approving revisions to the GRF Committee Appointments. Director diLorenzo moved to approve the resolution. Director Sirkel seconded the motion.

By a vote of 10-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 90-16-57

GRF Committee Appointments

RESOLVED December 6, 2016, that the following persons are hereby appointed and ratified to serve on the Committees of this Corporation:

Business Planning

John Parker (GRF)
Diane Phelps (GRF)
Mary Stone (GRF)
JoAnn diLorenzo (GRF)
Jim Matson (Third)
Wei-Ming Tao (Third)
Rosemarie diLorenzo Dickins (Third)
Steve Parsons (Third)
Pat English (United)
Lenny Ross (United)
Henry Nahoum (M50)

Clubhouse 2 Renovation Ad Hoc Committee

Judith Troutman, Chair (GRF)
John Parker, Vice Chair (GRF)
Dick Palmer (GRF)
Bert Moldow (Third)
Bill Walsh (Third)
Jack Bassler (United)
Pat English (United)
Ryna Rothberg (Mutual 50)
Non-Voting Advisors: TBD

Community Activities

Beth Perak Chair (GRF)
Joan Milliman (GRF)
JoAnn diLorenzo, Vice Chair (GRF)
Burt Baum (Third)
XXXX (Third)
~~Rosemarie diLorenzo Dickins (Third)~~

Jan LaBarge (United)
Janey Dorrell (United)
John Dalis (Mutual 50)
Non-Voting Advisors: Leon StHilaire, Gail Gomez

Energy Committee

~~John Luebbe, Chair (GRF)~~
~~Dick Palmer Vice Chair, (GRF)~~
~~Kathryn Freshley (GRF)~~
~~Bert Moldow (Third)~~
~~Bill Walsh (Third)~~
~~Eva Lydick (United)~~
~~Jack Bassler (United)~~
~~John Dalis (Mutual 50)~~
Non-Voting Advisors:

Finance

~~Mary Stone, Chair (GRF)~~
Diane Phelps, Chair (GRF)
JoAnn diLorenzo, Vice Chair (GRF)
Kathryn Freshley
~~John Parker (GRF)~~
Rosemarie diLorenzo Dickins (Third)
Steve Parsons (Third)
~~Wei-Ming Tao (Third)~~
Pat English (United)
Lenny Ross (United)
Henry Nahoum (50)
Non-Voting Advisor: TBD

Landscape

John Parker, Chair (GRF)
JoAnn diLorenzo, Vice Chair (GRF)
Joan Milliman (GRF)
James Tung (Third)
Bunny Carpenter (Third)
Jan LaBarge (United)
Maggie Blackwell (United)
~~Juanita Skillman (United)~~
~~Eva Lydick (United)~~
Sy Wellikson (Mutual 50)
Non-Voting Advisors: Pam Grundke, Elizabeth Morris

Maintenance & Construction & Energy

Judith Troutman, **Chair** (GRF)
John Parker, **Vice Chair** (GRF)
Richard Palmer (GRF)
~~John Luebbe, Vice Chair (GRF)~~
~~John Frankel (Third)~~

TBD (Third)

Bert Moldow (Third)

Don Tibbetts (United)

~~Jack Bassler (United)~~

Steve Leonard (United)

Ryna Rothberg (Mutual 50)

Non-Voting Advisors: ***John Luebbe, Joe Camera***

Media and Communications

JoAnn diLorenzo, Chair (GRF)

Beth Perak, Vice Chair (GRF)

Joan Milliman (GRF)

~~Rosemarie diLorenzo-Dickins (Third)~~

~~Bill Walsh (Third)~~

Bunny Carpenter (Third)

Burt Baum (Third)

Jan LaBarge (United)

Juanita Skillman (United)

Sy Wellikson (Mutual 50)

Non-Voting Advisors: Steve Carman, John Perak, Scott Marvel

Mobility & Vehicles

Beth Perak, Chair (GRF)

Joan Milliman, Vice Chair (GRF)

Ray Gros (GRF)

~~Mary Stone (GRF)~~

~~David Finley (Third)~~

~~Ray Gros (Third)~~

Steve Parsons (Third)

John Frankel (Third)

~~Ming Lee Chang (United)~~

~~Eva Lydick (United)~~

Janey Dorrell (United)

Steve Leonard (United)

John Dalis (Mutual 50)

Non-Voting Advisors: ***Suellen Zima, Cheryl Campero***

Security and Community Access

~~John Luebbe, Chair (GRF)~~

~~Tom Sirkel, Vice Chair (GRF)~~

~~Kathryn Freshley (GRF)~~

Ray Gros (GRF) Vice Chair

~~Ray Gros (Third)~~

~~Burt Baum (Third)~~

Steve Parsons (Third)

James Tung (Third)

~~Ming Lee Chang (United)~~

TBD (United)

Lou Parker on behalf of (Mutual 50) – non-voting representative

Non-Voting Advisors: **John Luebbe**, ~~Dick Rader~~

Laguna Woods Village Traffic Hearings

Ray Gros (GRF)

Kathryn Freshley (GRF) - Alternate

RESOLVED FURTHER, that Resolution 90-16-44 adopted September 6, 2016, is hereby superseded and cancelled; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

Director Milliman moved to appoint Lucy Shimon to the VMS Board, Effective 2016 VMS Annual Meeting, term ending 2019. Director diLorenzo seconded the motion. By a vote of 10-0-0 the motion carried.

FUTURE AGENDA ITEMS

- (a) Revision of Resolution G-89-95 General Duties of Standing Committees – Reviewing
- (b) Create Guidelines and General Duties of Task Forces and Study Groups
- (c) Status Update on Pianos – December

DIRECTORS' COMMENTS

The Directors made final comments.

MEETING RECESS

The Board recessed at 1:20 PM and reconvened into Executive Session at 2:05 PM.

ADJOURNMENT

There being no further business to come before the Board of Directors, the meeting adjourned at 3:50 PM.

JoAnn diLorenzo, Secretary
Golden Rain Foundation

Summary of Previous Closed Session Meetings per Civil Code Section §4935

During its Regular Executive Session Meeting of November 1, 2016, the Board approved the Regular Executive Session meeting minutes of September 6, 2016; held two (2) Disciplinary Hearings and imposed \$250 in Fines for Violations of the Mutual's Rules and Regulations; held one (1) Meet and Confer; discussed and considered the Probate Petition; discussed and considered MBT; discussed and considered Mutual 50 Landscape Contract; discussed and considered Moulton Parkway matter; discussed and considered Member matters; discussed and considered other Contractual matters; discussed Personnel matters with Mr. Hudson; discussed and considered Litigation matters; and reviewed the litigation status report.

<p>GARDEN CENTERS OPERATING RULES</p>	
--	--

A. Introduction/Purpose

1. The Garden Center is a recreational facility managed by Laguna Woods Village staff. It is a functioning farm that provides a relaxing enjoyable environment for the residents to tend, grow and harvest their own fruits and vegetables. **Permit holders must do their own gardening and may share their plot with other residents, provided those residents have been properly registered and have signed a Hold Harmless, Release and Waiver of Liability Agreement; however, permit holders shall not sublease or otherwise turn their plot over to someone else to work, except on a temporary basis with the written approval of the Village designated staff representative. Staff will maintain a file with the name of the substitute resident, manor number, contact information and dates with time limit of substitution.**

B. General Information

1. The Golden Rain Foundation (GRF) shall establish hours of operation, assign personnel and otherwise oversee the operation of the Garden Centers. Rules are subject to revision during the calendar year, and updates will be posted on the bulletin boards. A complete set of updated rules is available annually.

C. Garden Center Staff and Hours of Operation

1. Staff is responsible for enforcing the adopted Operating Rules to serve the best interest of all residents who use, or wish to use, the Garden Center facilities. Staff is available to oversee the Garden Centers; staff hours are posted at each of the Garden Center offices. You may contact the Garden Center through the Recreation Department at 949-597-4273.
2. Resident gardeners are welcome to use the Garden Center facilities at times other than when staff is available. The Garden Centers are open from sunrise to sunset. The gates are opened in the morning and locked in the evening by the Security Department.

D. Signing Required Release and Waiver of Liability Agreement

1. Gardeners are required to sign a **Hold Harmless, Release and Waiver of Liability Agreement** annually, or upon staff's request. This signed agreement will be maintained on file in the Recreation Office. This agreement limits GRF's liability, and waives any claim a gardener may have, including injury or damage absent gross negligence or willful misconduct. Forms are available online or from the Recreation Office.

2. Guests must be accompanied by an authorized resident or partnering gardener or staff.

E. Who May Rent a Garden Plot

1. Any authorized Occupant or Lessee, as defined by United Laguna Woods Mutual and Third Laguna Hills Mutual, may apply for a Garden Center Use Permit. One permit is issued per manor. All Use Permits are accepted on a first-come, first-served basis and are only accepted on official forms provided by GRF. All persons using a plot must be listed with the following contact information: manor number, address, home phone number, cell number, and e-mail if applicable. Use Permits will be renewed annually in compliance with current adopted GRF policies.
2. All fees are according to the GRF Schedule of Fees and must be paid at the time of Use Permit submittal.

F. Temporary Working of Your Plot by a Designated Person

1. No one may work a garden for another gardener, unless they are a resident of Laguna Woods Village and listed on the Use Permit with the appropriate contact information. If an individual is found to be working a plot without being listed on the Use Permit, the Use Permit holder will be subject to disciplinary action, which could result in permanent forfeiture of the Use Permit.

G. In Case of Emergency

1. Emergency telephones that connect directly with the Security Office are available at both Garden Center One and Garden Center Two. At Garden Center One, the emergency telephone is located on the side of the office. At Garden Center Two, there is one emergency phone outside of the office, and another emergency phone on the east side of the storage building (tool shed and restroom) near the Maintenance Center. Please feel free to use these phones not only for medical emergencies, but also to report suspected unauthorized persons or theft.

H. Gardener Responsibilities

1. Gardeners are responsible for keeping their plots weed and debris free **at all times**.
2. The Use Permit holder must work his/her plot at least six months of the calendar year and maintain the plot at all times. Work must commence within 30 days of permit execution.
3. Gardeners are obligated to plant fruits, vegetables and/or flowers 12 months out of the year.
4. Seasonal gardeners, e.g. "snowbirds", summer "desert escapees" are required to SHARE their plot(s) with other seasonal gardeners.
5. Mulch outside of plots is prohibited.
6. Gravel is only permitted for use in the Garden Center Two pathways.

7. The disposal of trash and debris is the responsibility of each gardener. Large dumpsters are located strategically throughout the facilities. Do not place debris in walk areas or leave debris in wheelbarrows.
8. All walkways must be kept clear, and wheelbarrows must be emptied and returned to their proper storage areas. Gardeners using tools furnished by GRF are responsible for the proper care, cleaning, return, and storage of these tools to the tool sheds from which they were obtained. Gardeners are permitted to plant within their assigned garden space only. Planting in any common area, such as in the parking lot, within medians and around structures, is not allowed.
9. All items stored within the garden plot must be essential to gardening. Pesticides of any kind may not be stored at the Garden Center. Items such as wooden stakes, tomato cages, etc. must be kept in a neat and orderly manner and preferably enclosed in the provided storage locker. Materials may not be stored against either the perimeter fencing of the plot or Garden Center.
10. Gardeners must complete and submit a Notice of Application to the Recreation Department 15 days in advance of the use of any pesticides in the Garden Center.
11. Gardeners are required to adhere and comply with all Garden Center Operating Rules, Recreation Division Policy, GRF Governing Documents, and all applicable laws. Failure to do so may result in disciplinary action.

I. Pets at the Garden Centers

1. Pets are not allowed at any Garden Center or the Garden Centers parking areas. Do not feed wildlife in the Garden Centers. Documentation is required for designated service animals and they must be registered with the Recreation Office. This information will be kept on file.

J. Annual Fees

1. As part of the plot rental process, residents will be given a statement with the amount due for their plots(s). All checks will be made payable to GRF. The rental fees along with all applicable documentation must be submitted to the Recreation Office. GRF may revoke the Use Permit of any gardener who is 30 days delinquent in payment of his/her plot rental.
2. Plot rentals are for one calendar year and renewed annually. The plot rental package will be sent out to all current plot renters by November 15th. The forms and rental fees must be returned to the Recreation Department before the end of every calendar year to ensure a garden plot.
3. The resident will receive their plot upon receipt of plot rental fees.

K. Assignment of Garden Plots/Spaces

1. The Recreation Department through their designated staff representative shall maintain a Garden Center Waiting List. Residents will be notified by phone, e-mail, and letter when their name comes to the top of the list. Staff will prepare any plot offered to a lessee, so that it is weed free, rototilled, all prior existing non-gardening miscellaneous items removed, as well as any deteriorating structures, provide a storage locker and has access to a functioning water source.
2. Plots vary in location, actual size and previous improvements. The resident at the top of the list will be offered a choice of the plots available at that time. If the resident refuses to select an available plot, their name will be moved to the bottom of the list. If a resident knows that they will be on vacation or out of the area and their name is at the top of the waiting list, they should contact the Recreation Department with their contact information so that they do not miss their opportunity for a plot.
3. There is a limit of one garden plot of approximately 200 square feet or one tree plot per manor. Anyone with more than one garden plot and/or more than one tree plot prior to May 3, 2016 will be allowed to keep a maximum of two garden plots not to exceed approximately 400 square feet and/or two tree plots.
4. When a Use Permit holder decides to give up his/her plot, he/she can designate another gardener, in writing, to take over the plot, however, the designee must give up a matching number of plot(s) which will become available to those on the waiting list.
5. Use Permits shall be personal to the gardener and shall not be assignable to any other person and shall not pass on to any successors or assignees unless the plot is shared by another resident. If during the lease agreement a resident moves or becomes deceased, the resident sharing the plot will have an opportunity to become the Use Permit Holder. It will be offered in the order in which the names of the partners appear on the current Use Permit.

L. Watering/Irrigation

1. All watering at the Garden Centers is subject to the El Toro Water District rules and any other governing agency or municipality.
2. All hoses must be equipped with a positive self-closing shutoff hose nozzle. Hoses left attached to hose bibs are considered available for public use. Staff shall be notified when faucets or valves are found to be leaking. No main water supplies are to be enclosed in a structure. Public hose bibs may not be enclosed in your fenced area. The gardener must provide a water shutoff valve somewhere outside of any plot enclosed with a structure or provide an access door to the inside valve in order to turn off the water in case it is left on or there is an emergency. Anti-siphon devices are required and may not be removed. Any gardener watering their garden plot must be present at the Garden Center the entire period of time the water is turned on, even if an alternative irrigation system is in place. If an alternative irrigation system is in place such as an automatic irrigation or drip irrigation system, timers are prohibited. All

gardeners are responsible for prudent, non-wasteful watering practices, and for preventing water runoff from damaging adjacent gardens.

3. No irrigation systems other than drip or soaker systems are permitted in a plot.
4. Any gardener wishing to perform any irrigation work that will require shutting off the water to a garden area, impacting other gardeners, must first notify the Landscape Department through Resident Services. Gardeners must keep the amount of time the water is turned off to as short a time period as possible.

M. Prohibited Plant Material

1. Controlled substances (including marijuana) are prohibited.
2. GRF reserves the right to prohibit or limit any plantings that it deems not to be in the best interest of the Community or the Garden Centers.
3. All plants with invasive roots or plants that are larger than the plot size are prohibited and must be removed or grown in a container. Some examples include banana trees, mint, cana lilies, bird of paradise, sugar cane and ginger. Shading a neighbor's garden plot with any plant is prohibited. These are provided as examples only and do not represent the entire list.

N. Garden/Vegetable Plots

1. Staff must approve any fence, trellis, or other structure prior to it being built.
2. Each gardener is responsible for walkways within their plots. All walkways must be clear of obstacles. There is not to be any intrusion of growing material into the walkways. Berries, bougainvillea and other climbing vines and plants that have thorns must be planted a minimum of 24 inches away from the fence and may not extend beyond the individual garden property line.
2. Because other areas, in both Garden Centers, have been established to provide for citrus and deciduous fruit trees, no trees may be planted in garden plots.

O. Shade House Spaces

1. Each bench space is approximately 16 square feet and will be assigned on a one per manor basis unless no waiting list exists.
2. The shade house will be kept locked at all times when it is not in use by those with Use Permits. Keys will be issued to all shade house permit holders. Keys must be returned to the Recreation Office when the Use Permit is terminated.
3. All materials stored under the benches, such as pots, potting mixtures, etc., must be kept in a neat and orderly condition and must be maintained at least eight (8) inches above the ground in order to reduce the opportunity for rodent nest sites. Storage of materials not essential to shade house gardening activities is prohibited.

4. Each shade house gardener is responsible for elimination of all debris and weeds in their half of the walkways around their bench space.

P. Fruit Tree Areas

1. In Garden Center Two, tree plots bordering the Recreational Vehicle Storage Lot B, are designated as dwarf and semi-dwarf citrus tree plots. Tree plots bordering the bridle trail, are designated as fruit, dwarf and semi-dwarf citrus tree plots.
2. In both Garden Centers, there is a tree height restriction of 15 feet.
3. New trees need written approval in advance by the Recreation Department, and in most circumstances are limited to dwarf and semi dwarf trees.
4. Gardeners are reminded of the steep sloping grades that exist in the tree area and safe maintenance of walks, steps and retaining walls is a continuous requirement.
5. Gardeners are expected to prune and care for their trees so they do not spread disease. Trees should not grow over other's plots or block walk ways, and may not rise more than 15 feet in pruned condition.
6. Tree plots must be kept free of ground cover, weeds, berry vines, flowers, and vegetables.
7. Permanent fences are prohibited around tree plots.

Q. Authority, Enforcement of Rules and Revoke of Use Permit(s)

1. GRF is authorized to take disciplinary action against a gardener found to be in violation of the Garden Center Operating Rules. The GRF Board has the authority to impose monetary fines, revoke Use Permit(s), and/or bring forth legal action.
2. Any gardener found to be in conflict with any of the Operating Rules may result in disciplinary action.
3. Garden Center staff will make periodic checks of all garden plots/spaces to ensure they are being properly cared for and operating rules are adhered to. If a safety issue exists, staff will take corrective action to ensure the safety of the Garden Centers. Any costs incurred will be at the gardener's expense.
4. If a gardener is found to be in violation of the Operating Rules, the gardener shall be notified in writing of alleged violations and required to comply within a reasonable time from the date of the notice. Failure to comply within the allowable time may result in a Disciplinary Hearing before the GRF Board of Directors.

5. Upon termination or revocation of a Use Permit, a gardener shall not be entitled to any refund or apportionment of any fee paid to GRF for any material planted, growing or otherwise located within the Garden Centers or for any improvements made on the premises by the gardener, and at the option of GRF, all or part of such material and improvements shall become the property of GRF. Gardeners are responsible for leaving plots weed and debris free and ready for the next gardener. If not, GRF may charge for clean-up when a garden is left in such a condition as to require clean up.

GARDEN CENTERS USE PERMIT

I understand that as a Use Permit holder, I must do my own gardening and may share my plot with other residents provided those residents have been properly registered and have signed a Hold Harmless, Release and Waiver of Liability Agreement. I understand that if I am a seasonal gardener, I must partner with another seasonal gardener in order to achieve 12 month usage. Subleasing or otherwise turning my plot over to someone else is prohibited.

I understand that I must adhere and comply with all Garden Center Operating Rules, Recreation Division Policy, GRF Governing Documents, and all applicable laws. Failure to do so may result in disciplinary action.

I understand rules are subject to revision during the Calendar year.

Resident Information – Permit Holder

Manor Number _____ Resident's Name _____

Email _____ Home/Cell Number _____

Location (GC1 or GC2) _____ Garden Plot Number(s) _____ Tree and/or Shade Plot _____
 (If applicable)

Garden Plot Partners

Listed below are all the residents that will be partnering with me in my garden plot. I understand they are required to sign a Hold Harmless, Release and Liability Agreement annually along with following all rules and regulations within the garden center.

Manor #	Resident's Name	Phone #	Email

Acknowledgement

By signing, you are acknowledging that you received, read, understand and agree to the Garden Centers Operating Rules. Failure to abide by these operating rules will result in cancellation of this or any previous Use Permits.

Resident's Signature

Date

Garden Plot Partners

By signing, you are acknowledging that you received, read, understand and agree to the Garden Centers Operating Rules. Failure to abide by these operating rules will result in cancellation of this or any previous Use Permits. Further, it is acknowledged that each and every plot partner is jointly and severally liable pursuant to this Use Permit, the Garden Centers Operating Rules, the Recreational Division Policy, and all GRF governing documents.

Resident's Signature/Manor #

Date

Resident's Signature/Manor #

Date

Resident's Signature Manor #

Date

Resident's Signature Manor #

Date

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION
HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT**

THIS AGREEMENT LIMITS THE LIABILITY OF THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS (“GRF”) AND VILLAGE MANAGEMENT SERVICES, INC. (“VMS”) BOTH CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATIONS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (ALL HEREAFTER COLLECTIVELY REFERRED TO AS “GRF RELEASEES”) AND WAIVES ANY CLAIM YOU MAY HAVE AGAINST GRF RELEASEES FOR INJURY OR DAMAGE, EXCEPT THAT WHICH ARISES FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRF RELEASEES. PLEASE READ THE AGREEMENT CAREFULLY BEFORE SIGNING AND USING THE FACILITIES OR ANY EQUIPMENT.

I, _____, register to instruct or participate in activities at the Garden Center, a GRF facility and to use the facilities and equipment present therein.

I am aware that the use of the facilities and equipment presents a risk of injury to me. This includes, but is not limited, to the following:

garden rakes, shovels, forks, hoes, cultivators, manure forks, wheelbarrows, push brooms, floral shovels, step ladders, skill saws, post hole diggers, picks, mattocks, stake pounders, pole pruners, aerators, hand saws, loppers, bow saws, wrecking bars, fertilizer spreaders, sledge hammers, fruit pole pickers, lawn rakes, hammers, screw drivers and other trimmers, tools, fertilizers and chemicals.

I, on behalf of myself, my personal representatives, heirs and next of kin, warrant and agree as follows:

1. I understand that the use of the facilities, equipment, services, programs and premises includes an inherent risk of injury to persons and property.
2. I agree that all use of facilities, equipment and services, programs and premises are undertaken by me and at my sole risk.
3. I am in good physical condition and have no disabilities, diseases, illnesses, or other conditions that could prevent me from using the facilities and equipment without injuring myself or impairing my health.
4. I agree to disclose any special medical conditions or limitations to facility staff before using the GRF facilities or equipment.
5. I understand that risk of injury includes, but is not limited to,
 - a. injuries arising from or relating to the use by myself or others of equipment and machines, locker rooms, wet areas and other amenities;
 - b. injuries arising from or relating to participation by myself or others in supervised and unsupervised activities or programs throughout the facilities;
 - c. injuries and medical disorders arising from or relating to the use of the facilities or equipment such as lacerations, abrasions, contusions, punctures, crushed appendages, amputations, burns, eye injuries or blindness, hearing loss, heart

attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons and ligaments among others; and

- d. accidental injuries occurring anywhere in the facilities including lobbies, hallways, storage areas, locker rooms, or activities associated with GRF which are carried on anywhere or while I am traveling to or from the said facility.

- 6. Accidental injuries include but are not limited to, those caused by myself, those caused by personal property, materials, equipment, apparel, other persons, GRF Releasees and those of a slip and fall nature.
- 7. I waive all claims which I or my personal representatives, heirs and next of kin may have against GRF Releasees, and on behalf of myself and my personal representatives, heirs and next of kin, release and agree to hold GRF Releasees absolutely harmless, and to indemnify and defend Releasees from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the facilities, equipment, premises, services or programs, including those arising out of any active or passive negligent act or omission of GRF Releasees, except that which arises out of the gross negligence or willful misconduct of GRF Releasees.
- 8. I agree that I am solely responsible for loss or damage to my property in addition to property of others in my care or otherwise entrusted to me.
- 9. I have carefully read this Hold Harmless, Release and Waiver of Liability Agreement and fully understand it is a release of liability. I am waiving any right that I may have to bring legal action or assert a claim against GRF Releasees for negligence, except that which arises from the gross negligence or willful misconduct of GRF Releasees.

I agree that this HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion is ruled invalid, the balance shall continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, which shall remain in effect for one year and agree that no oral agreements, representations, statements or inducements apart from this written agreement have been made.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF GRF RELEASEES AND WAIVES ANY CLAIM FOR ANY INJURY I MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO, MY PROPERTY IN CONNECTION WITH MY USE OF THE FACILITIES OR EQUIPMENT.

Signature _____

Print Name _____

Date _____ Phone _____ -

-

Address

Garden Plot(s) _____

Email _____

Tree/Shade Plot(s) _____

<p>NOTICE OF APPLICATION OF PESTICIDES</p>	
---	--

Date of scheduled Application _____

Identify the Pesticide by brand or common chemical name (Including spray adjuvants, if applicable.)

List any precautions printed on the pesticide product labeling or included in applicable laws related to the pesticide or entry of the area to be treated.

Resident Information – Permit Holder

Manor Number

Resident's Name

Email

Home/Cell Number

Location (GC1 or GC2)

Garden Plot Number(s)
Number(s)

Tree and/or Shade Plot

Resident's Signature

Date

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
24351 EL TORO ROAD, LAGUNA WOODS, CA 92637**

**GARDEN CENTERS CONTRACTOR*/HANDYMAN RELEASE
AGREEMENT AND LICENSE**

I, _____ (“**Contractor**/Handyman”) understand that I am contracted with the resident of Laguna Woods Village that leases the Garden Centers plot(s) owned by Golden Rain Foundations of Laguna Woods, a California non-profit mutual benefit corporation.

I waive all claims which I or my personal representatives, may have against GRF, Village Management Services, Inc., a California corporation and the Garden Center (“GRF Releasees”), and on behalf of myself and my personal representatives, release and agree to hold GRF Releasees absolutely harmless, and indemnify GRF Releasees, from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the facilities, equipment, premises, including those arising out of any active or passive negligent act or omission of GRF Releasees, except that which arises out of the gross negligence or willful misconduct of GRF Releasees, arising out of this Garden Centers Handyman Release Agreement and License (“Release”).

I agree that I am solely responsible for loss or damage to my property in addition to property of others in my care or otherwise entrusted to me.

I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion is ruled invalid, the balance shall continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THIS Release, which shall remain in effect for one year and agree that no oral agreements, representations, statements or inducements apart from this written agreement have been made.

Liability Insurance. **Contractor**/Handyman agrees to carry liability insurance protecting GRF Releasees from any claim for property damage and personal injury in an amount of not less than One Million Dollars (\$1,000,000). Handyman must maintain on file with the Garden Center Manager current proof of insurance which shall name the GRF Releasees and all of either entity’s officers, directors, employees and agents of GRF Releasees as additional insured under any policies obtained in compliance with this Release. Failure to maintain strict adherence to this requirement shall be a default under this Release and shall result in immediate termination of this Release and preclude Handyman from entering the Garden Centers to perform work.

(Balance of this page was intentionally left blank)

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF GRF RELEASEES AND WAIVES ANY CLAIM FOR ANY INJURY I MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO, MY PROPERTY IN CONNECTION WITH MY USE OF THE FACILITIES OR EQUIPMENT.

Signature _____
Print Name _____

Date _____
Phone _____

Address

Email _____

****It is illegal for an unlicensed person to perform contracting work on any project valued at \$500 or more in combined labor and material costs. Besides being illegal, unlicensed contractors lack accountability and have a high rate of involvement in construction scams. They also are unfair competition for licensed contractors who operate with bonds, insurance and other responsible business practices.***

GOLDEN RAIN FOUNDATION RECREATION DIVISION POLICY



I. ACCESS TO GRF RECREATION FACILITIES

The Recreation Division is responsible for the planning and execution of a comprehensive recreation program for all community residents. The Recreation Division coordinates events and programs to ensure that residents are provided with an enjoyable, diversified program. Access to GRF facilities is available primarily for residents. Should you have any questions, or wish further information, please call 949-597-4273.

A. RESIDENTS

1. Residents must be prepared to show their Laguna Woods Village ID card upon request.

B. GUESTS/OTHER

1. Guests must always be accompanied by a resident at all time.
2. Guests may not enroll in/attend Recreation Division coordinated classes, use any of the Clubhouse 4 Workshops (except as students during a Saddleback Emeritus class), or check-out materials from the Library.
3. Guests must pay all applicable guest fees in accordance with the GRF Pricing Policies and Fees List; a caregiver providing continual assistance to the resident in or out of the pool is exempt unless personally using the pool.
4. Guests must abide by age restrictions and guest limits that are identified for certain facilities:

Facility	Age Minimum	Guest Limit Per Resident
Billiards	14	N/A
Bocce	10	N/A
Bridge Room	10	2** 4***
Gymnasium	14	2
Golf Facilities	11*	1****

Facility	Age Minimum	Guest Limit Per Resident
Equestrian Center and Horseshoes	10	N/A
Lawn Bowling	18	N/A
Paddle Tennis/Pickle Ball	6	1 court/3 guest
Shuffleboard	10	N/A
Pools	4-15 child	5

		3*****
Tennis	6	1 during prime time hours 3 (1 court only) all other hours
Fitness Centers	16	5

	16+ adult	
Hot Pools	16	5
Table Tennis	6	N/A

* No limit with Junior PGA card signed by PGA professional

** Per session

*** Maximum per day

**** Per round on weekends & holidays until noon/1:00 PM

***** Weekdays and weekends after 1:00 PM

5. Employees may only use the facilities as invited guests of residents unless permission is granted by GRF or for Laguna Woods Village business.
6. Only City Staff or City Council for City business and/or City events pay resident rate plus any additional costs for Technicians, Door Hosts, and other, in accordance with the GRF Pricing Policies and Fees List.
7. Tours, filming, and/or photography in any recreation facility for commercial purposes must be approved in advance through the Media and Communications Division.

C. GRF AUTHORITY AND ENFORCEMENT

GRF is authorized to take disciplinary or suspension action against a Member found to be in violation of the Recreation Division Policy. The Board of Directors has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action.

Club/resident is entirely responsible for ensuring that the rules, regulations, and policies are followed by anyone they allow into the community. This includes any Co-occupant, Lessee, or Guest.

D. FACILITY APPLICATION AND AGREEMENT

Any proposed use of a facility requires completion of the Facility Application and Agreement.

1. All new applications are accepted on a first-come, first-served basis and are only accepted from approved residents of Laguna Woods Village.

2. Applications are accepted on official forms provided by the Recreation Division.
3. Applications and other documents may be submitted as follows:
 - a. Scan and email to: reservations@vmsinc.org
 - b. Deliver in person to the Recreation Division Department located on the 1st floor of the Laguna Woods Village Community Center, 24351 El Toro Road, Laguna Woods, CA 92637
 - c. Mail to Recreation Division, P.O. Box 2220, Laguna Hills, CA 92654
4. All fees must be paid within two weeks of application approval.
5. Applications and all required documentation is required at booking or at least two (2) weeks prior to the requested reservation date. Applications are not considered approved until the applicant has received an approved permit from the Recreation Division. Requests received outside these time frames may be granted if time allows.
6. GRF reserves the right to limit requests for ongoing bookings of premium rooms. See additional information in Section F, 2, a, Types of Reservations.
7. An applicant applying on behalf of club/organization must be an authorized agent of the club/organization.
8. Incomplete applications (including those missing the required backup materials) will not be accepted. The applicant is responsible for meeting the two-week deadline.
9. Reservation times requested on the application must include the entire time needed to prepare food, decorate, set-up before the event and to completely clean up after the event.
10. The applicant and/or resident designee must be present at the event and stay on site for the entire time.
11. GRF will not be held financially or legally responsible for consequences experienced by Facility Users, due to circumstances beyond GRF's control including, but not limited to: inclement weather, natural disasters, and naturally-occurring health hazards. In these circumstances, the event may be rescheduled (pending availability) or fees will be returned.
12. Rate changes and reservations are subject to cancellation.

E. GATE CLEARANCE/COMMUNITY ACCESS FOR GUEST(S)

1. Complete the Gate Clearance Form at least four business days prior to the event.
2. List first name of all non-resident guests (including catering staff, entertainers, speakers, etc.).
3. Groups containing six guests or less may be called in directly to Gate Clearance at (949) 597-4301.
4. Submit forms to residentservices@vmsinc.org or fax: (949) 268-2515.
5. Failure to submit form may result in denied entry for guests and a fine.

II. USES OF GRF RECREATION FACILITIES INCLUDING CLUBHOUSES

A. ALL FACILITIES/GENERAL

1. Everyone must sign in or check in at the facilities as follows:
 - a. For drop-in facilities (i.e. Billiards room and Clubhouse 1 lounge area) by way of the sign-in sheets.
 - b. Attendance sheets must be turned in to Clubhouse staff at the end of all events.
2. Use of Styrofoam products of any kind are prohibited.
3. Technical special effects must be approved by the facility Supervisor or Senior Technician.
4. Facility staff and Volunteer Supervisors have the final authority to determine safe procedures, protect facilities and equipment, and enforce policy; users must use/wear all required safety equipment and safety guards and operate the equipment in accordance with operator's manuals, manufacturers instructions and recommendations, and any other appropriate instructions.
5. Use of equipment by Residents' is at the discretion of the facility staff or Volunteer Supervisor and may require training prior to use; facilities and equipment must be used in a safe manner and in such a way as to not cause a hazard, damage, or undue wear and tear.
6. Facility User must sign and/or provide required documents annually and/or as requested for the applicable facility (waivers, insurance information, reservation

- permits and agreements, authorization for another resident to work a garden plot). Agreement, waivers, and/or all other documents remain in full force and effect until replaced.
7. Scheduled club/group/organization tournaments and activities at the specifically designated facility take priority and club rules prevail as long as they are not in conflict with GRF Policy.
 8. Everyone must follow proper rules of etiquette for each activity/sport.
 9. Everyone must wear appropriate attire and appropriate footwear for each activity/sport.
 10. No resident may remove any furniture, equipment, or supplies from any facility (including from one Clubhouse room to another, from pool deck to locker room, etc.).
 11. Facility User must leave the facility and equipment in the same condition in which it was found. This includes removing anything brought in by the user, properly bundling trash for disposal, and reimbursing GRF for any extra materials and/or labor necessary to return the facility to its original condition.
 12. In order to balance utilization and avoid over utilization of facilities, staff will impose time and frequency limits on rooms and equipment as outlined in Resolution No. 90-12-132 (i.e. number of games, sets, buckets of balls at the driving range, use of fitness equipment, and rooms).
 13. Facilities, ticket sales, posting of flyers, etc. are available on a first come first served basis.
 14. When there is a waiting list, the first resident on the list is contacted for the first opening; that resident has three options
 - a. to accept the opening
 - b. pass and retain his/her position on the list or
 - c. pass and be removed from the list
 15. Facility User will not violate any local, state or federal law and will be solely responsible for all violations of local, state and/or federal laws. GRF is authorized to investigate any claim that any local, state or federal law has been, or is being violated. Neither GRF nor its managing agent nor their directors,

- officers and/or employees shall be liable, at law or in equity, as a result of a resident/club/group/organization's failure to comply with this rule.
16. Facility User shall not discriminate in any way against any person on the basis of race, color, religion, national origin, ancestry, sex, physical handicap, mental condition or marital status in connection with the activities of any resident/club/group/organization.
 17. Facility User shall be solely responsible for all resident/club/group/organization's statements, actions and/or failures to act. Facility User understands and agrees that GRF does not endorse, approve or authorize such conduct, and therefore expressly disclaims all responsibility and liability without exception.
 18. Facility User agrees that Golden Rain Foundation of Laguna Woods ("GRF") and its Managing Agent, Village Management Services, Inc. ("VMS") and their employees and directors are not responsible for any program, activity, or content thereof, which takes place during Facility Users use of GRF facilities. If the City of Laguna Woods requires a Special Event Permit relating to the use of this GRF facility, Facility User agrees to comply with the City's requirements. In the event that the City requires the Facility User to obtain insurance in order to obtain a Special Event Permit from the City, Facility User shall name GRF and VMS, and their employees, directors and agents, as additional insureds. If requested, Facility User agrees to provide GRF a copy of the policy or a specific endorsement that shows this coverage.
 19. No user of GRF facilities shall act in any of the following manners, and no GRF facility shall be used for any of the following purposes:
 - a. In any manner that constitutes a violation of GRF rules;
 - b. In any manner that interferes with the rights of other GRF members and/or users of GRF facilities;
 - c. In any manner that constitutes a nuisance;
 - d. In any manner that constitutes an indecent act;
 - e. In any manner that constitutes an illegal act; or
 - f. In any manner inconsistent with the stated purpose of the rental agreement.

20. GRF is authorized to cooperate with all government authorities relating to alleged violations of local, state and/or federal laws; and in the event that GRF determines, in its sole discretion, that the Facility User has violated any local, state and/or federal law, GRF may immediately, without further notice, terminate the GRF permit, and the Facility User shall thereupon immediately cease all activities under the permit. Facility User must agree to use the facilities in accordance with the Recreation Division Policy and Recreation Operating Rules, as approved and updated from time to time.
21. Any Member responsible for actions alleged to be in violation of these rules shall be subject to disciplinary action pursuant to subsections 4.4 through 4.6 of GRF's Bylaws, as well as the dispute resolution procedures set forth in subsection 4.8 of GRF's Bylaws and Civil Code section 1363.840.
22. GRF facilities are smoke free.
23. Exceptions to the Recreation Division Policy go to the Recreation & Special Events Director or designee for review. The Recreation & Special Events Director may refer certain applications directly to the GRF Board.

B. GAMES OF CHANCE / OR OPPORTUNITY DRAWINGS

1. Games of chance / or opportunity drawings are permitted only in accordance with applicable local, state, and federal laws.

C. GATHERING SIGNATURES FOR PETITIONS AND/OR INITIATIVES AND/OR ELECTION CAMPAIGNS

1. Gathering signatures for petitions and/or initiatives is permitted under the following criteria:
 - a. The petition must remain in the possession of the signature gatherer.
 - b. The signature gatherer must be outside of the GRF facility and not interfere with ingress or egress of the facility.
 - c. The signature gatherer may not disturb or interrupt any program or activity.
 - d. When invited by a club, the signature gatherer must remain in the specified room.

2. The use of tables, chairs, or other furniture is prohibited.

D. CLUBS/GROUPS/ORGANIZATIONS

1. Residents requesting to form a club/group/organization must first submit a written request to recreation staff stating the purpose and/or objective of the proposed club/group/organization and a list of at least 20 residents' full names, addresses, and telephone numbers of those requesting membership in the new club/group/organization.
2. Compliance with the Rules, Policies and Procedures of GRF, including the Guest Policy, must be a condition for membership in the club/group/organization.
3. The club/group/organization must be organized for educational, social, cultural, recreational or other non-profit purposes. All GRF Policies supersede any written rules or governing documents of clubs/groups/organizations or individuals not directly in compliance with GRF Policy.
4. The club/group/organization may not represent any business or commercial interest or activity and sales of products and/or services are strictly prohibited unless permitted at a GRF approved function.
5. The club/group/organization must be substantially supported by revenue from its members/sponsors or up to two GRF authorized fundraisers per calendar year. Relying exclusively on outside guest sales to support club/group/organization activities is prohibited.
6. The club/group/organization must have a minimum membership of 90 percent Laguna Woods Village residents.
 - a. Non-residents may participate as "guests" and must be accompanied by a resident.
 - b. Non-resident members may not invite their own "guests".
7. A current membership roster and updated contact information must be submitted to the recreation staff annually by March 31st.
8. The club/group/organization may not advertise events to the general public through social media in general circulation outside of Laguna Woods Village including electronic communications.

- a. Unless more restrictively stated, all forms of publicity must say "For Laguna Woods Village residents and their guests only".
9. Although GRF recognized clubs/group/organizations are afforded promotional privileges by GRF, such organizations are entirely independent and therefore GRF assumes no liability for their acts, whatsoever.

E. FUNDRAISER

1. Up to two GRF authorized fundraisers per calendar year will be permitted for a club/group/organization.
2. Fundraisers are understood to be events/activities as described:
 - a. Must be a GRF recognized club/group/organization hosting the event.
 - b. Must be an IRS recognized non-profit organization such as 501(c)(3) qualified charitable non-profit organization. A taxpayer ID number and letter of acknowledgement from the non-profit organization is required.
 - c. No other club/group/organization or individual may profit from the activity.
3. Club/group/organization may sell products that they made, hold silent auctions, fashion shows, or events as approved by the Recreation & Special Events Director.
4. No flea-market type events allowed.
5. Gate Clearance Form is required for any outside guests.

F. CONTINUING EDUCATION PROGRAM

1. Emeritus Program
 - a. GRF provides the facilities at no cost.
 - b. Classes may be held in all Clubhouses except Clubhouse 2, Clubhouse 6 and Clubhouse 7, Pool Two, the Computer Learning Centers, Community Fitness Center, the Village Greens and Performing Arts Center, unless the class is related to performing arts and is approved by the Recreation & Special Events Director or designee.
 - c. The Recreation Division works with Saddleback College to facilitate the Emeritus Program.

- d. Non-resident students may use only Saddleback student passes to attend classes in which they are registered; they may arrive at the facility no more than 15 minutes prior to the start of the class; must leave the facility no more than 15 minutes after the Instructor dismisses the class; a parking pass is required if the student is driving into the Community.
 - f. Everyone must sign in or check in at the facility and the GRF sheets must be turned into Clubhouse staff at the end of class.
 - g. Everyone must sign a general release and is bound to adhere to all community rules.
2. Recreation Division-Coordinated Classes
- a. Class punch cards are only refundable if they were purchased within the past 12 months and never punched.
 - b. No refunds will be made after the first class for classes without punch cards.

G. ROOM RESERVATIONS

1. General

- a. Facilities shall only be rented by Laguna Woods Village residents (except for memorials). The requestor must be prepared to show his/her Laguna Woods Village identification card upon request to check room availability or make/change/cancel reservations.
- b. Requestor must be an authorized agent of a club/group/organization to check availability or make/change/cancel reservations on behalf of the club/group/organization.
- c. Rentable rooms shall not be used to conduct a business. Caterers, entertainers, speakers, sponsors, and instructors are permitted as service providers to the group, and they may provide business cards, contact information, and marketing brochures only. No transactions may take place within GRF's facilities with three exceptions:
 - i. Entertainers, speakers, and instructors are allowed to sell the printed and/or recorded materials of their own creation during

- the event (for example, authors may sell their own books and entertainers may sell their audio/video recordings).
 - ii. An entrance fee may be charged to cover the costs associated with a reservation.
 - iii. Fundraiser activities.
 - d. It is prohibited to advertise events to the general public through media in general circulation outside of Laguna Woods Village including electronic communications. Unless more restrictively stated, all forms of publicity must say, "for Laguna Woods Village residents and their guests only". This includes any third party vendor advertisement (i.e. speaker, band).
 - e. Rooms are assigned based on planned attendance and availability; exclusive use of the patio is included for those rooms with patio access.
 - f. Clubhouse hours are 8:00 AM until 10:00 PM seven days per week, except for New Year's Eve.
 - i. An exception may be granted for reserved use up to midnight for Clubhouse 2 and Clubhouse 7. There will be an additional charge for reservations requesting the additional 2 hours which may also include hiring of Security personnel.
 - g. The GRF Pricing Policies contains two rates: resident rate and exception rate; (refer to the GRF Pricing Policies).
 - i. Resident rate applies to all Laguna Woods Village Residents
 - ii. Resident weddings will be charged the resident rate.
 - iii. Exception rate applies to:
 - a. Any non-Laguna Woods Village organization/club/group for which a resident makes a reservation.
 - b. All weddings between non-residents and/or wedding reception reservations are limited to a resident's immediate family.
 - h. It is prohibited to use the room for anything but the stated purpose.
 - i. Reservations may be cancelled or moved, as necessary, to accommodate government elections, GRF and Mutual meetings, facility renovations, GRF approved requests, Recreation coordinated

community-wide events, etc. Performing Arts Center Rehearsal Room reservations may be cancelled or moved if the Auditorium is booked.

- j. The length of a reservation must include the setup/decorating, caterer preparation, and clean up time.
 - k. Reservations must be for two hour minimum room rental and four hour minimum rental for the large ballrooms and main lounges.
 - l. Every reservation must submit a Facility Check Out form to the Clubhouse staff at the conclusion of the event; indicating the number of residents and non-residents.
 - m. Cancellation of a paid reservation requires at least 14 days notice to the Recreation reservation desk to qualify for a full refund. Exception applies to reservations in a peak location/time where no refund will be issued (subject to the Recreation & Special Events Director or his designee's approval).
 - n. If a change in reservation is for a different day or time within 14 days, a two-hour minimum fee will be charged in addition to any difference in the facility fee.
 - o. Reservations (with the exception of an extension in hours) will result in a fee of the minimum for that facility per reservation.
 - p. Refunds will be credited to the requestor's credit card or via check, by request.
 - q. "No shows" and cancellation in less than 14 days of the reservation date will result in the complete forfeiture of the room reservation fees.
 - r. Bounce houses, tents, party rental equipment, mobile catering/salon trucks, etc. must be cleared by the Insurance Coordinator; call 949-597-4202 for more information.
2. Types of Reservations
- a. Permanent/Rollover
 - i. The series must have a minimum of four identical reservations during the calendar year; all dates in the series must be for the same day of the month/week (such as 1st Tuesday, every Tuesday, etc.), at the same time and duration, and in the same

room; no modifications (date, time, duration, location, etc.) are permitted.

- ii. Cancellations are permitted but requestor must retain at least four reservations (if less than four, permanent reservation status will be forfeited for the next year); no refunds, credit, or transfers of fees after a signed contract is received by the Recreation Division.
- iii. Requestor may not have more than one Saturday night per month in a Main Lounge; the remaining Saturdays are for one-time reservations only.
- iv. Rollover reservations are not permitted in the Village Greens.
- v. No Individual roll-overs are permitted.
- vi. Grandfathered Exceptions to Permanent/Rollover Reservation Policy are as follows:

AARP Tax Preparation	Wednesdays, January through April 15 th	Community Center Clubhouse 7	8:00 AM – 5:00 PM
Garden Club Annual Garden Show	Fourth Wednesday in April	Clubhouse 1 Main Lounge	8:00 AM – 5:00 PM
Men's 18 Hole Golf Club Member Guest Tournament Dinner	Third Saturday in August	Clubhouse 2 Main Lounge	3:00 PM – 10:00 PM
Men's 18 Hole Golf Club Appreciation Event	Third Saturday in October	Clubhouse 2 Main Lounge	12:00 PM – 5:00 PM
Men's 18 Hole Golf Club Skins Tournament Dinner	First Saturday in October	Clubhouse 2 Main Lounge	2:00 PM – 10:00 PM
Men's 18 Hole Golf Club Memorial Tournament	Second Saturday in May	Clubhouse 2 Main Lounge	3:00 PM – 10:00 PM
Women's Nine Hole Golf Club Luncheons	First Wednesday in April and December	Clubhouse 2 Main Lounge	9:00 AM – 2:30 PM
Women's 18 Hole Golf Club Invitational Tournament	Third Thursday in June	Clubhouse 2 Main Lounge	8:00 AM – 4:00 PM
Kiwanis Pancake Breakfast	Third Saturday in May and prior Friday for set up	Clubhouse 1 Main Lounge	8:00 AM – 10:00 PM
Meiklejohn Table Tennis Tournament	First Weekend in June (Wednesday through Sunday)	Clubhouse 5 Main Lounge, and both Multi-Purpose Rooms	8:00 AM – 10:00 PM
Men's 18-Hole Golf Club Father/Sibling	Third Saturday in June	Clubhouse 2 Main Lounge	2:00 PM – 10:00 PM

b. Lottery

- i. Requests for Religious Holiday Events take priority. Holiday must be named on lottery card.
 - ii. Only one card is permitted per event; duplicate cards will result in all cards for that event being moved to the end of the requests.
 - c. One time/Walk-In
 - i. One time reservations must be made at least two weeks in advance (except memorials); reservations made less than two weeks in advance must be approved by the Recreation & Special Events Director or designee.
 - ii. One time reservations must be paid within two weeks of being made or they will automatically expire in the reservation system.
- 3. Set Up and Clean Up After Event of Rental Room
 - a. Room set up specifications for furniture and equipment (such as projectors, pianos, etc.) must be made with the facility staff a minimum of seven days prior to the reservation date.
 - b. Residents must make a request for technical services at least two weeks in advance of the reservation date.
 - c. Clubhouse 5 requires Technicians for events that include: movie, projector, sound, lighting, three or more microphones and or access to the sound booth.
 - d. Performing Arts Center Auditorium and Clubhouse 5 sound and lighting equipment may only be operated by Recreation Division Technicians or those authorized by the Recreation Division. The Senior Technician can be reached at 949-268-2553.
 - e. The facility must be cleaned and returned to the exact condition in which it was accepted.
 - f. All clean-up must be accomplished by the end of the event. At the end of the clean-up period, the Facility User is responsible for inspecting the premises with a staff member and signing off on the Facility Check Out Form. If the Facility User fails to sign the Facility Check Out Form, or fails to accomplish facility clean-up by permit end time, GRF reserves the

- right to reject any future applications. A \$33 clean-up fee may be charged for inadequate clean-up.
- g. Facility User is responsible for removing all trash and placing in the designated location at the end of their event, as well as for cleaning:
 - i. All equipment used
 - ii. All table tops and chairs used
 - iii. Any soiled or dampened floor or carpet areas
 - iv. Litter in restrooms
 - h. For kitchen approval, Facility User is responsible for removing all trash and placing in the designated location at the end of their event, as well as for cleaning.
 - i. Clean all dishes, trays, coffee servers, etc., and stack them in their proper place in the pantry. Glassware and silverware must be towel dried but dishes do not require towel drying.
 - ii. Wipe off, with a damp cloth, all tables used for eating and serving.
 - iii. Clean thoroughly all large coffee urns and the baskets.
 - iv. Check with the staff for proper clean up instructions for grills, broilers and fryers (CH5-ML only).
 - v. Clean the areas around grills, broilers and fryers (CH5-ML only) even if you do not use the equipment.
 - vi. Check the inside of the oven door and the stove top. If you use this equipment you must clean up any food splatters.
 - vii. Clean the refrigerator if used.
 - viii. Wipe off all sinks, counters and cutting boards (on top as well as shelf underneath).
 - ix. Clean the barbecue if used.
 - i. All equipment, supplies, personal articles, displays, etc., must be removed prior to check-out and sign-off of Facility Check-Out Form. All items left at the facility will be discarded.

- j. The Facility User is responsible for payment of any costs incurred by GRF due to any damage of the facility, amenities, or equipment resulting from Facility Users reservation/use of the facility, amenity, or equipment.

H. TICKET SALES/ DISTRIBUTION/REFUNDS

1. Auditorium Events/Programs
 - a. Tickets are available no more than 90 days prior to the scheduled event.
 - b. There is a limit of four free tickets or six paid tickets per manor for Recreation Division coordinated events/programs.
 - c. No refunds are available on the day of the event for Recreation Division events.
 - d. Consignment tickets for Auditorium events are limited to 10 percent of the total number of tickets.
2. Other Events/Programs
 - a. Clubs/groups/organizations and individual residents may distribute free tickets at the applicable facility for upcoming events as scheduled with the facility Supervisor.

I. FOOD

1. Facility User must bring their own food, have food dropped off, or use a caterer from the approved list. Facility User may request an alternate caterer by calling 949-597-4227.
2. A \$25 for kitchenette or \$50 for full kitchen fee will be charged when the kitchen is used for meal preparation.
3. No outside food or beverage is permitted at the Village Greens Facility (events must be catered by the 19 Restaurant & Lounge. Contact 949-206-1525).

J. CATERERS

1. The Recreation Division has complete authority in scheduling times for the caterer to arrive at the appropriate facilities to prepare food.
2. A caterer cannot enter any Clubhouse facility without a recreation staff member on the premises.

3. Storage of food is permitted only during the reservation period; additional time must be requested in advance and approved by the facility Supervisor and may not exceed 24 hours; if approved, GRF holds no liability for food left unattended.
4. Caterer must pay caterer's fee in accordance with the GRF Pricing Policies and Fees List.

K. ALCOHOL

1. The Facility User may bring in their own alcohol only when not charging for drinks.
2. A reservation of over 100 people with alcohol requires a GRF Bartender to be hired, unless otherwise approved by the Recreation & Special Events Director.
3. GRF Bartenders can be arranged by calling 949-597-4381, at least three (3) weeks prior to the event.
4. No outside alcohol is permitted at the Village Greens Facility.
5. GRF Bartenders have the right to deny service.

L. LOCKERS

1. In accordance with the Locker Pricing Policy there are annual fees for these lockers: Billiard Room, Clubhouse 2, Clubhouse 4 Jewelry Room, Clubhouse 4 outdoor, Table Tennis, and Village Greens bag storage. These lockers are rented to residents/clubs for their use only.
2. Lockers without a fee are for one day use only; lockers must be emptied out and the lock removed each day.
3. GRF holds no liability as to the contents held in these lockers.

M. FLYER RACKS AND BULLETIN BOARDS

1. Flyers
 - a. All flyers must be approved in advance by the Recreation Department.
 - b. GRF does not endorse any event/trip/product/service advertised on flyers.
 - c. Flyers are only permitted in designated locations subject to space availability.

- d. If flyer is in a foreign language, an exact English translation must be provided on the back side.
 - e. Only two flyers per resident or club/group/organization are allowed at any one time. Flyers must be for different activities.
 - f. Flyer size is 8 ½ inches by 11 inches only.
 - g. Sponsor identification is permitted on flyers.
 - h. Flyers must be for an event within Laguna Woods Village or a trip coordinated by a resident, club/group/organization, Recreation Division, or City of Laguna Woods; general information flyers are prohibited.
 - i. Flyers must contain the date of the event, name and contact information (resident phone number or email) of the club representative.
 - j. Use of “LW” or “LWV,” either alone or in combination with other letters, is prohibited.
 - k. Flyers may be submitted no more than three days prior to when they are posted, by the recreation staff.
 - l. Flyers may not be posted more than 60 days prior to earliest date on the flyer; multiple dates may not be displayed longer than one month following the earliest date; thereafter, flyers must be resubmitted with revised dates.
 - l. Flyers, not approved by the Recreation Department, will be removed.
2. Performing Arts Center Lobby Poster Area, Performing Arts Center Lobby Bulletin Board and Clubhouse 5 Glass Enclosed Bulletin Board
- a. All posters must be approved in advance by the Recreation Department.
 - b. Displaying posters is subject to space availability.
 - c. Performing Arts Center Lobby posters must not be larger than 33 x 40 inches; Performing Arts Center and Clubhouse 5 bulletin boards have a 22 x 17 inches maximum.
 - d. Posters are not allowed to be adorned with lights.
 - e. Posters may be displayed a maximum of three months prior to the date of the event (or date of first event in a series).
 - f. The Performing Arts Center Lobby poster area is for Box Office events.

- g. The Performing Arts Center Lobby bulletin board is for use by residents and clubs/group/organizations that schedule events in the Performing Arts Center Auditorium on a regular basis but do not distribute tickets through the Performing Arts Center Box Office.
- h. The Clubhouse 5 glass-enclosed bulletin board is for use by residents and clubs/group/organizations that have events scheduled in the Clubhouse 5 Main Lounge or the Performing Arts Center Auditorium.
- i. Posters not approved by the Recreation Department, will be removed.

III. FACILITIES

A. BRIDGE ROOM

- 1. Gross guest fees shall be collected on behalf of and paid to GRF with appropriate and timely accountability in accordance with the GRF Pricing Policies and Fees List.
- 2. The parent chapter of the Duplicate Bridge Club may host a tournament game, one day per month. The Duplicate Bridge Club rents the room and pays a fee in accordance with the GRF non-resident Pricing Policies and Fees List.

B. CARD/GAME ROOMS/DROP-IN LOUNGE

- 1. These facilities are for drop-in use only.
- 2. Multiple games may take place at the same time.

C. CLUBHOUSE 4

- 1. A Volunteer Supervisor must be on duty for any Workshop to be open.

D. COMPUTER LEARNING CENTER (PC and Mac)

- 1. Facility Volunteers establish the facility hours.

E. EQUESTRIAN CENTER/STABLES

For specific Equestrian Center/Stables rules refer to the Equestrian Center/Stables Operating Rules.

F. FITNESS EQUIPMENT ROOM

1. The Facility User must schedule an initial interview with staff prior to using any fitness equipment in any fitness facility for the first time.
2. Video players and reading materials are prohibited while using treadmills.
3. Cell phone use is prohibited; phones must be turned off or on vibrate; conversations must take place outside of the facility.

G. GARDEN CENTERS

For specific Garden Center rules refer to the Garden Center Operating Rules.

H. GOLF FACILITIES

1. General
 - a. Visiting PGA and GCSAA Professional and guests are permitted to play in accordance with PGA and GCSAA Policy. The visiting Professional's and one guest pay the resident rates for greens and cart fees.
 - b. Clergy must be an active member of a church adjacent to the Community; must be the guest of a resident and play with the resident at the resident rate for greens fees; clergy are limited to once per month; must provide proof of church affiliation.
 - c. Every golfer must have his/her own golf equipment in order to play.
 - d. Check-in with the Starter is required no earlier than 20 minutes prior to tee time and no later than 10 minutes prior to tee time.
 - e. Pets, except service dogs, are prohibited in the Village Greens, its patios and terraces, and on the Golf Courses.
2. Golf Carts
 - a. Privately-owned carts must have a golf cart permit or golfer must pay the daily fee, prior to play, in accordance with the GRF Pricing Policies and Fees List.
 - b. Golf carts are prohibited on the Par Three Golf Course.

- c. Carts must carry containers of sand to be used on the fairways at the 27-hole course.
 3. Tee Times and Tournaments
 - a. Men's Club Tournament Day is every Wednesday; Women's Club Tournament Day is every Tuesday; the course is not available for open play on those days until it is released by the Tournament Director.
 - b. Requests for special tournaments, where fees are affected, must be made in writing and approved by GRF following a recommendation by CAC.
 - c. No tournaments coordinated by outside organizations/clubs/groups are permitted.
- I. HORSESHOES**
1. Players must rake the pit smooth after finishing the game.
 2. Players must stop pitching when a horse is being led along the length of the pit.
- J. LAWN BOWLING**
1. New bowlers must pass a test administered by the Lawn Bowling Club to bowl on their own.
- K. LIBRARY**
1. Fines are established and collected by the Library Club.
 2. Library is for residents' use only.
 3. Guests cannot check out books, but may sit and read or do games and puzzles.
- L. PADDLE TENNIS AND PICKLE BALL**
1. Pets, except service dogs, are prohibited.
- M. SWIMMING POOLS, HOT POOLS, AND LOCKER ROOMS**
1. General
 - a. The facilities are only open when a Lifeguard is on duty.

- b. The approved annual pool schedule is five pools open Memorial Day through September; four pools open the month of October; three pools open November until Memorial Day.
 - c. Consistent with the Orange County Health Department, showers are recommended (but not required) prior to entering a pool or hot pool.
 - d. Food and beverages (except water) are prohibited except in designated areas.
 - e. The approved pool water temperatures are:
 - i. Pools One, Five, and Six, 82-84 degrees
 - ii. Pool Two, 80-82 degrees
 - iii. Pool Four, 84-86 degrees
 - iv. All hot pools 102-104 degrees
2. Children's Swim
- Approved children's swim time is Noon until 3:00 PM from the last two weeks in June through Labor Day and Noon until 2:00 PM the remainder of the year at the designated facility.

N. TENNIS

1. General
 - a. Prime time is defined as 7:00 AM until 12:00 PM (*Noon*).
 - b. Tennis Club Tournaments and league matches must be posted one week in advance and take place after 10:30 AM, except the annual Tennis Club Tournament in October that may use up to eight courts at any time.
 - c. Team practice sessions are prohibited during prime time and are limited to four courts.
 - d. After 4:30 PM, lighted courts are governed by the rules for the reserved courts.
 - e. Pets, except service dogs, are prohibited.
2. Reserved Courts (Courts Five through Ten)
 - a. Players signed up on pick-up courts may not also sign up on reserved courts; one player may sign up a maximum of four names.

- b. Courts may be reserved by signing up on the appropriate board.
- c. Doubles take priority on courts five through eight during prime time; singles take priority on courts nine and 10 during prime time.
- d. Lessons are prohibited during prime time.

O. VIDEO LAB

- 1. Video Club projects take priority in the Video and Sound Studio.

RECREATION DIVISION

Facility Application and Agreement

This application must be submitted at time of booking; or at least two (2) weeks prior to event. Return completed application to: Recreation Division, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4227, E-mail: reservations@vmsinc.org

Applicant Information			
Name:			
Organization:			
Address:			
Phone:		E-mail:	
Reservation Information			
Clubhouse:		Room:	
Date(s) (include rollovers):			
Day: <input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun			
Event Details			
Type of Event:			
Start Time (include Set Up): _____		End Time (include Clean Up): _____	
Time your Guests will Arrive: _____		Depart: _____	
Expected Number of Attendees: <input type="checkbox"/> Residents _____ <input type="checkbox"/> Non-Residents _____			
Is a 'Gate Clearance Form' required? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will any of the following be provided at your event (mark all that apply):			
<u>Food</u> <input type="checkbox"/> Catering <input type="checkbox"/> At No Cost <input type="checkbox"/> For Sale <input type="checkbox"/> Potluck <input type="checkbox"/> Not Applicable	<u>Alcohol</u> <input type="checkbox"/> At No Cost <input type="checkbox"/> For Sale <input type="checkbox"/> BYOB <input type="checkbox"/> Not Applicable	<u>Entry Fee</u> <input type="checkbox"/> No <input type="checkbox"/> Yes, \$ _____	<u>Kitchen Use</u> <input type="checkbox"/> Yes, \$25 or \$50 <input type="checkbox"/> Bring In Own Food <input type="checkbox"/> Have Food Dropped Off <input type="checkbox"/> Not Applicable
Sponsor(s):			

Indicate how you are Marketing your Event: *Unless more restrictively stated, all forms of publicity must say "for Laguna Woods Village residents and their limited guests only"*

Flyer Social Media Other

The undersigned, both individually and/or on behalf of a club, certify that I/we have read the Recreation Division policy. I, the undersigned, do hereby agree that we will abide by the policies governing the use of this facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the premises. I/we also understand that falsification of any information related to this application is subject to disciplinary action.

Signature: _____ Date: _____

APPLICATIONS

13. All new applications are accepted on a first-come, first-served basis and are only accepted from approved residents of Laguna Woods Village.
14. Applications are accepted on official forms provided by the Recreation Division.
15. Applications and other documents may be submitted as follows:
 - a. Scan and email to: reservations@vmsinc.org
 - b. Deliver in person to Recreation Division staff located on the 1st floor of the Laguna Woods Village Community Center, 24351 El Toro Road, Laguna Woods, CA 92637
 - c. Mail to Recreation Division, P.O. Box 2220, Laguna Hills, CA 92654
16. All fees must be paid within two weeks of application approval.
17. Applications and all required documentation is required at booking or least two (2) weeks prior to the requested reservation date. Applications are not considered approved until the applicant has received an approved permit from the Recreation Division. Requests received outside these timeframes may be granted if time allows.
18. GRF reserves the right to limit requests for ongoing bookings of premium rooms. See additional information in Section G, 2, a, Types of Reservations.
19. An applicant applying on behalf of club/organization must be an authorized agent of the club/organization.
20. Incomplete applications (including those missing the required backup materials) will not be accepted. The applicant is responsible for meeting the two (2) week deadline.
21. Reservation times requested on the application must include the entire time needed to prepare food, decorate, set-up before the event and to completely clean up after the event.
22. The applicant and/or resident designee must be present at the event and stay on site for the entire time.
23. GRF will not be held financially or legally responsible for consequences experienced by users due to circumstances beyond GRF's control, including, but not limited to: inclement weather, natural disasters, and naturally-occurring health hazards. In these circumstances, the event may be rescheduled (pending availability) or fees will be returned.
24. Rate changes and reservations are subject to cancelation.

Received By: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____				
Requirements: <input type="checkbox"/> Security <input type="checkbox"/> Bartender				
Rate: <input type="checkbox"/> Resident <input type="checkbox"/> Exception				
Item(s):	Received:	Returned:	Received By:	Signature:
Coffee Pots				
Microphones				
Punch Bowls				
Wine Carafes				

R O U T I N G	<input type="checkbox"/> Compliance <input type="checkbox"/> Recreation <input type="checkbox"/> _____ <input type="checkbox"/> _____	LAGUNA WOODS VILLAGE EVENT REPORT __ PHOTOS	EMPLOYEE # _____	PAGE 1 of 1 CASE # _____	
	INCIDENT REPORTED				
	DATE	DAY OF WEEK	TIME <input type="checkbox"/> pm <input type="checkbox"/> am		
			Choose an item.		
S CODE # 123 EVENT INSPECTION					
R E C R E A T I O N	Member/Club: _____				
	Contact: _____ Phone: _____				
	Type: _____ Date: _____				
	Start Time (include Set Up): _____ End Time (include Clean-Up): _____				
	Expected Number of Attendees: <input type="checkbox"/> Residents _____ <input type="checkbox"/> Non-Residents _____				
	Location - Clubhouse: _____ Room: _____				
Special Notes: _____					
S E C U R I	Description	Does request comply:	Notes		
	1. Type of Event	Yes / No			
	Expected Attendance	Yes / No			
	2. Does it appear that majority of attendees are from outside?	Yes / No			
	3. Sponsor	Yes / No / NA			
4. Food	Catering: _____ At No Cost For Sale				

T Y		Potluck NA		
	5.	Kitchen Use	Yes / No / NA	
	6.	Alcohol	At No Cost For Sale BYOB NA	
	7.	GRF Bartender	Yes / No / NA	
	8.	Was there any merchandise sales at this event?		Yes / No
	9.	Was there any business/soliciting at this event?		Yes / No
	10.	Was there any gate clearance issues at this event?		Yes / No
	11.	Was there styrofoam products used at this event?		Yes / No
	REPORTING OFFICER: X		APPROVING SUPERVISOR: X	
	DATE:		TIME:	EMPLOYEE #
			<input type="checkbox"/> AM <input type="checkbox"/> PM	DATE
			TIME	
			<input type="checkbox"/> AM <input type="checkbox"/> PM	
		APPROVING MANAGER X		

Golden Rain Foundation (GRF), Recreation Division Policy:

1. Section II, Use of GRF Recreation Facilities including Clubhouses, G. Room Reservations, 1. i., - "It is prohibited to use the room for anything but the stated purpose (birthday, party, anniversary, family reunion, etc.)"
2. Section II, Uses of GRF Recreation Facilities including Clubhouses, Section G. Room Reservations, 1. f., - "Rooms are assigned based on planned attendance and availability; exclusive use of the patio is included for those rooms with patio access."
3. Section II, Uses of GRF Recreation Facilities including Clubhouses, G. Room Reservations, 1. C., - "Rentable rooms shall not be used to conduct a business. Caterers, entertainers, speakers, sponsors, and instructors are permitted as service providers to the group, and they may provide business cards, contact information, and marketing brochures only.
4. Reservation Checklist - Member must "bring in own food... have food dropped off... use a caterer from approved list" Approved caterers are: Corner Bakery, Crystal Catering, Jolanda's Catering, Martinez Catering and 19 Café & Lounge.
5. Reservation Checklist - "fee will be charged when major appliances in the kitchen are used..."
6. Reservation Checklist - "bring your own alcohol without charging for drinks"

7. Reservation Checklist - “reservation of over 100 people with alcohol must have a GRF Bartender”
8. Section II, Uses of GRF Recreation Facilities including Clubhouses, G. Room Reservations, 1. C., - “No transaction may take place within GRF’s facilities with three exceptions:
 - a. . that they allowed to sell the printed and/or recorded materials of their own creation during the event (for example, authors may sell their books and entertainers may sell their audio/video recordings);
 - b. An entrance fee may be charged to cover the costs associated with a reservation;
 - c. fundraising activities.”
9. Section II, Uses of GRF Recreation Facilities including Clubhouses, G. Room Reservations, 1. C., - “Rentable rooms shall not be used to conduct a business. Caterers, entertainers, speakers, sponsors, and instructors are permitted as service providers to the group, and they may provide business cards, contact information, and marketing brochures only.
10. Resolution 90-15-33 - “A resident must submit the completed [Gate Clearance] form to the Community Access department... at least four (4) business days in advance of the event.”
11. Section II, Use of GRF Recreation Facilities including Clubhouses, Section A.2, All Facilities/General – “Use of Styrofoam products of any kind is prohibited.”