

# LCPOA EVENT POLICY

**POLICY # 14-0024**

**DATE:** Revised May 7, 2014

**PURPOSE:** Formulation of a Policy to govern events that take place within the La Cresta boundaries that are deemed to create greater **liability concerns** for the LA CRESTA PROPERTY OWNERS ASSOCIATION including concerns relating to LCPOA road usage, alcohol sales & consumption, noise, and community property damage.

Events subject to this policy shall be referred to hereinafter as Major/Professional Events. This policy is applicable to those events that meet **ALL** the following criteria:

- ✓ **Advertised/Promoted Events**, regardless of the mediums used to advertise or otherwise promote the events (e.g. internet; radio, TV, print, and banners)
- ✓ **Events open to the general public** where admission is charged.
- ✓ **Events that allow alcohol to be sold** as part of an admission charge
- ✓ **Use of the La Cresta name**, or events that might otherwise be interpreted as hosted, sanctioned, authorized or otherwise affiliated with LCPOA
- ✓ **Requires a special event permit from the County of Riverside.**

This policy does not apply to private parties that are not open to the general public or where the above mentioned criteria do not meet any of the above-listed criteria for “major events”. Examples: LCPOA weddings, estate & garage sales, real estate activities, private sales.

**REQUIREMENTS FOR MAJOR EVENTS:** Any Entity or persons planning to hold a Major/Professional Event within LCPOA is required to comply with the following requirements:

1. **NOTICE:** The applicable LCPOA owner must notify LCPOA’s management company of the planned Major Event no less than thirty (30) days prior to the date of the Major Event. All notices/requests and approvals must be in writing.

2. **INSURANCE:**

a. A copy of the hosts or applicable property owner’s, if different, comprehensive general liability insurance containing a clause or clauses that expressly provide for coverage for such events on the property must be provided to LCPOA no less than five (5) days prior to the date of the Major Event. In the event such clause or clauses are not readily apparent to LCPOA, owner, resident or host, as applicable, shall additionally provide LCPOA with a letter from its insurance carrier confirming coverage.

b. A copy of an insurance rider expressly listing the LCPOA as an additional insured for the Major Event must be provided to LCPOA’s management company no less than five (5) days prior to the date of the event

3. **ALCOHOL:** If any alcohol is sold at the Major Event, a copy of the special ABC permit obtained for the Major Event must be submitted to LCPOA's management company at least five (5) days prior to the date of the Major Event.

4. **FEDERAL, STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS:** The owner and the host, if other than the owner, shall additionally comply with and satisfy all other relevant federal, state and local laws, ordinances and regulations applicable to such events.

5. **DAMAGE TO PROPERTY OWNED OR MANAGED BY LCPOA:** The applicable property owner shall be liable for any damage to property owned or managed by LCPOA caused by, resulting from or related to the Major Event.

6. **PROMOTION AND ADVERTISEMENT OF MAJOR EVENTS:**

a. **LCPOA Name:** No Major Event may be advertised or promoted, regardless of the method or methods, in a manner that provides or implies that the Major Event is sponsored by, hosted, sanctioned, authorized or otherwise affiliated with LCPOA without the prior written consent of the LCPOA Board. Additionally, the LCPOA name may only be used with the written permission of the LCPOA Board.

b. **LCPOA Website:** No Major Event shall be promoted on the LCPOA website in order to prevent confusion as to whether such event is sponsored by, hosted, sanctioned, authorized or otherwise affiliated with LCPOA, WITHOUT THE WRITTEN PERMISSION FROM THE LA CRESTA BOARD OF DIRECTORS.

c. **Banners and Signage:** No commercial banners or signs promoting a **Major Event** may be erected, constructed or displayed on any property of the LCPOA community pursuant to Article III, Section (d) of the Declaration of Restrictions. For the purpose of this rule, a commercial banner or sign is deemed to be a banner or sign that promotes an event where attendees are required to pay for admission and/or where products or services will be marketed and/or sold to attendees. Non-commercial banners and signs (e.g. banners and signs calling attention to a Major Event that is not commercial in nature; directional and parking signs) may be erected, constructed or displayed on the applicable owner's property. Banners and signs pertaining to a Major Event may only be erected, constructed or displayed on property owned or controlled by LCPOA with the prior written approval of the LCPOA Board, provided such banners and signs are not erected, constructed or displayed in a way that causes any damage to property owned or otherwise controlled by LCPOA or other LCPOA owners, or in a way that hinders vehicle, pedestrian or equestrian visibility or otherwise creates a safety hazard.

7. **COMPLIANCE WITH ALL LCPOA GOVERNING DOCUMENTS:** The owner is required to ensure that no provisions of the LCPOA governing documents is violated as a result of the Major Event, including without limitation, Article IX of the Declaration of Restrictions, which prohibits nuisances, and noxious and offensive conduct.

**ENFORCEMENT OF LCPOA EVENT POLICY:** This Event Policy shall generally be enforced through LCPOA's standard fining policy as established by the LCPOA governing documents.

ANY VARIATIONS FROM ANY OF THE ABOVE MUST BE OBTAINED IN WRITING FROM THE LA CRESTA BOARD OF DIRECTORS