

LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION, INC.

CLUBHOUSE RENTAL AGREEMENT

This Agreement is made on the _____ day of _____, 20__ between the Lakes at Boca Raton Homeowners Association, Inc. (“Association”), and the homeowner (“Owner”) set forth below for the Owner’s rental of the Association clubhouse (“Clubhouse”) on the date and time set forth below (“Event Date”).

Owner Name: _____ Card# _____ Phone# _____

Street Address: _____ Email Address: _____

Type of Event: _____ Date of Event: _____

Estimated # of Guests: _____ Starting Time: _____ Ending Time: _____

1. **Deposits:** Upon execution of the Agreement by Owner, Owner shall pay by two (2) separate checks made payable to the Association: 1) a non-refundable usage fee (“Rental Fee”) in the amount of \$250.00 for each date reserved by Owner and 2) a security deposit (“Security Deposit”), in the amount of \$200.00. This executed Clubhouse Rental Agreement, along with the Rental Fee and Security Deposit, must be received at least one (1) week prior to the Event Date.

2. **Refund of Rental Fee:** If Owner cancels the reservation at least 30 days before the Event Date, Owner shall be entitled to a full refund of the Rental Fee. If Owner cancels the reservation between seven (7) and 30 days before the Event Date, Owner shall be entitled to a refund of half of the Rental Fee. If Owner cancels the reservation less than seven (7) days prior to the Event Date, Owner shall not be entitled to a refund of the Rental Fee.

3. **Refund of Security Deposit:** The Association’s authorized representative will inspect the Clubhouse within 24 hours after the Event Date. If the Association determines that the Clubhouse and surrounding area are in satisfactory condition and the terms and conditions set forth in clause 4 have been met, the Security Deposit will be refunded to Owner. In the event the Clubhouse and/or surrounding area is in need of cleaning or has been damaged, the cost of cleaning or repairing any such damage will be deducted from the Security Deposit. If the cost of the repairs and/or cleaning exceeds the amount of the Security Deposit, any additional costs will be assessed against Owner in the same manner as any other Assessment in accordance with Article IV of the Declaration of Covenants, Conditions and Restrictions for the Lakes at Boca Raton.

4. **Terms and Conditions:** Owner hereby agrees and represents that they shall meet the following terms and conditions. In the event any one or more of the terms or conditions are not met, the Association may, in its sole and absolute discretion, retain any portion or all of the Security Deposit.

- a. Owner will be present for the entire Event Date and will assure that the Rules and Regulations of the Association and the terms and conditions contained in Clause 4 are strictly followed and enforced.
- b. Rental of the Clubhouse does NOT include the exclusive use of the pool, pool deck or barbecue pavilion. Such facilities will remain open to all Owners and their guests during daylight hours.
- c. Use of the pool is strictly forbidden after dark.
- d. The **Recreation Center** must be vacated by 11:00 p.m.
- e. The number of persons admitted to the Clubhouse by Owner shall not exceed the Fire Marshal's guidelines, which is currently set at a maximum of 90 persons.
- f. Tape, staples and push pins must not be used on the walls, windows or doors. Any tape used to hold items down on the tables must be removed. Any ribbons, strings or balloons must be removed before vacating.
- g. Balloons or other decorations shall not be placed on the **Recreation Center Monument** or on any electrical fixtures.
- h. Balloons, including water balloons, are prohibited on or around the pool deck.
- i. Smoking is prohibited in the Clubhouse and restrooms.
- j. Before vacating, Owner must clean the Clubhouse and surrounding area and restore them to the condition they were in prior to Owner's use. Cleaning includes, but is not limited to, the following:
 1. Emptying and wiping out the refrigerator, wiping out the microwave oven, removing all spills and stains and sweeping the floor clean.
 2. Cleaning tables and chairs and placing them back in their original locations.
 3. Turning off all lights and securely shutting and locking doors when vacating.
 4. Placing garbage in the dumpster before vacating. Owner must supply their own garbage bags, paper towels and vacuum for cleaning.

5. **Liability:** Owner hereby agrees to assume full responsibility and liability for any damages to the Clubhouse and surrounding property, caused by or arising from the actions or inactions of Owner or Owner's guests.

6. Indemnification: THE UNDERSIGNED HEREBY AGREES THAT ANY AND ALL LIABILITY CAUSED BY OR ARISING FROM ANY ACTS WHICH MAY INCREASE THE HAZARD OF SUSCEPTIBILITY TO LOSS ON THE DESCRIBED PREMISES SHALL NOT BE HELD AGAINST THE LAKES AT BOCA RATON, MANAGEMENT, OR THE BOARD OF DIRECTORS. In consideration of and in return for permission granted by Association to use the Clubhouse, Owner hereby agrees to indemnify and hold harmless the Association, its members, officers, directors, employees, agents, managers, and assigns from and against any and all action and actions, cause and causes of action, violations, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgements, executions, claims, liabilities, and demands whatsoever, at law and in equity which the Association may sustain as a result of, arising from, or as a direct consequence of Owner's use of the Clubhouse, as well as any other party utilizing the Clubhouse under the supervision of Owner, or pursuant to the permission granted to an invitee of Owner. Owner shall obtain and assumes all responsibility regarding necessary insurance related to the use of the facilities and shall not assert any claim of coverage under any insurance related to the use of the facilities and shall not assert any claim of coverage under any insurance policy of the Association related to Owner's use of the Clubhouse. Should it become necessary for purposes of defending, adjusting or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this Agreement, or if for purposes of enforcing this agreement, Association incurs any expenses or becomes obligated to pay any insurance deductibles, attorney fees (at both trial and appellate levels) or court costs, Owner agrees to reimburse Association for any such expenses.

ASSOCIATION:

Lakes at Boca Raton Homeowners Association, Inc.

By: _____

Title: _____

Date: _____

OWNER:

Signature: _____

Print Name: _____

Date: _____

