

PARADISE GARDENS TWO

HOMEOWNERS ASSOCIATION, INC

CLUBHOUSE AUDITORIUM RENTAL AGREEMENT

Event Date: _____ Event Type: _____
(Reservations not more than 6 months in advance)

Event Start Time: _____ End Time: _____ Number of People _____
(Number of people are limited to 100)

Homeowner: _____

Owner Address: _____

Event Deposit – (Check or Money Order Payable to P.G .II Homeowners Association, Inc.) **\$100.00**
(Note: Event Deposit is a separate payment required at time of signature and is non-refundable if event is canceled for any reason)

Date Received; _____

Security Deposit – (Check or Money Order Payable to P.G. II Homeowners Association, Inc.) **\$300.00**

Total amount for rental _____ **\$200.00**

Total Amount Due to P.G. II \$ _____

Date Received: _____

Balance Due Thirty (30) days prior to scheduled Event

Vendor Deliveries and Pick-up:

The Homeowner/s must advise event coordinator of dates and times of all vendor deliveries and pick-ups. The Homeowner/s or designee must be present for all deliveries and pick-ups.

Homeowner/s Initials: _____

This **Clubhouse Auditorium Rental Agreement**; dated this _____ day of _____, 20__ is between the above-name Homeowner/s and **P. G. II Homeowners Assoc., Inc.** a Florida Corporation not for profit. If more than one Homeowner is named above, each of them shall be jointly and severally responsible and liable under this Agreement. In consideration of their mutual promises contained herein, the parties agree as follows:

1. Permission to use:

P.G. II Homeowner Assoc., Inc. hereby gives the Homeowner/s permission to use the Clubhouse Auditorium during the time period specified above. The Homeowner/s use of the Clubhouse Auditorium shall not constitute a tenancy of any kind, and furthermore, this Agreement shall constitute a lease. The Homeowner/s, a Revocable Permission. This Permission is personal to the above-named Homeowner/s and may not be assigned by the Homeowner/s in whole or in part; and, any attempted assignment is void and will result in immediate forfeiture of deposit monies retained by **P.G.II Homeowners Assoc.,Inc..** The Homeowner/s must be present for the entirety of the Event. Permission to use the Clubhouse Auditorium does Not include any other use of Clubhouse Facilities, Grounds and Pool Area by your Guests, Vendor, Employees and/or Agents. The Permission is explicit to the use of the Clubhouse Auditorium, Kitchen, Parking-Lot and designated Bathrooms within the Clubhouse Facility. The Homeowner/s Guests, Vendor, Employees and/or Agents may not interfere with other resident's use of the other areas of the Clubhouse Facility and Pool Area.

2. Payment of Fees:

The Homeowner/s agree to pay the **P.G. II Homeowners Assoc., Inc.** a One Hundred(\$100.00) dollar Deposit at the time of signing the Agreement or pay the "Total Amount Due", which shall include the Security Deposit, and Other Specified Fee located on page one(1). If the event is secured with a Deposit then the balance is due Thirty (30) days prior to the Event Date. Payment options are as follows; Money Order or Personal Check made payable to: **P.G. II Homeowners Association, Inc.** If the balance owed is not received as specified herein, the **P.G. II Homeowners Assoc. Inc.** may unilaterally cancel this Agreement, all sums deposited by the Homeowner/s may be forfeited, and the Event Date and Time may be given to another Homeowner. A Fifty Dollar (\$50.00) fee will be charged for any check returned for any reason plus legal fees. The Security Deposit will be refunded in full to the Homeowner/s and/ or designee within Five (5) business days after the conclusion of the Event, upon inspection by the Event Coordinator to ensure no damage has been caused to the Clubhouse Auditorium, Clubhouse Facility, Grounds, Pool Area and Parking Lot and the areas have been satisfactorily cleaned and the Homeowner/s has fully complied with all other terms and conditions specified within this Agreement.

3. Purpose and Restrictions:

The Homeowner/s may not use Clubhouse Auditorium for any purpose other than the Event Type specified above. The Homeowner/s agrees to adhere to all restrictions and instructions as provided by the **P.G. II Homeowners Assoc., Inc.** pertaining to the use and maintenance of the Clubhouse Auditorium and the Homeowner/s shall comply with all other Protective Covenants, Rules and Regulations and By-Laws as may otherwise apply with regard to **P. G. II Homeowner Assoc. Inc.** ,the Homeowner/s shall not use the Clubhouse Auditorium for any unlawful purpose or for any purpose inconsistent with the purposes of the **P.G. II Homeowner Assoc. Inc..**

Homeowner/s Initials _____

The Homeowner/s shall not use the Clubhouse Auditorium in anyway which would constitute a nuisance or cause damage or waste to the Clubhouse Auditorium, Clubhouse Facility, Grounds, Pool Area and Parking Lot. The Homeowner/s shall not obligate the Paradise Gardens II in any way. The cancellation of the Event without claim of refund of the Deposit shall be enforced if The Homeowner/s, Guest, Vendors, Employees and/or Agents Smoke within the Clubhouse Auditorium and/or Clubhouse Facility or the Consumption of any Alcohol Beverage or carry, consume, sell, distribute illegal drugs or possess, carry, display a firearm and/or weapon of any kind.

4. Alterations:

No alterations or modifications may be made to or upon the Clubhouse Auditorium and/or the Clubhouse Facility interior/exterior walls, floors or ceiling.

5. Decoration Policy:

(A) Any decorations used during the event must be temporary and must not mar any portion of the interior/exterior walls, floors and/or ceiling.

(B) The use of tape, nails or staples on walls, floors and ceiling is prohibited and will result in a portion of the Security Deposit being withheld.

(C) Painters tape is acceptable if done reasonably and applied in a manner that would not damage the adhering surface.

(D) All decorations and similar materials should be fire retardant when possible.

6. Miscellaneous Provisions, Conditions and Restrictions:

The Homeowner/s and the **P.G. II Homeowner Assoc., Inc.** agree to following miscellaneous provisions, condition, and restrictions specified within shall apply to this Agreement.

A. Event Date cannot be scheduled for a period of more than Six (6) Months in advance.

Events Date will not be scheduled on the following Holidays; Halloween, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve or New Year's day. All request to use the Clubhouse Auditorium are subject to approval of **Paradise Gardens II Coordinator**. Requests will be considered on a first come, first served basis.

B. Use of the Clubhouse Auditorium shall be prohibited to those Homeowner/s deemed **NOT** in good standing. Issues that may preclude use are; nonpayment of any monies due to P.G. II Homeowner Assoc. Inc. including but not limited to Maintenance Dues, Assessments, Late, Fees, Attorneys Fees and Costs, as well as outstanding Grievances or Fines.

C. Events for children are permitted with the absolute strict supervision by Homeowner/s. Outside games or activity are prohibited.

Homeowner/s Initials: _____

- D. If the Homeowner/s intends to cancel an Event, notice must be given in writing to the Clubhouse Auditorium Event Coordinator, within Ten (10) days of the scheduled Event.
- E. The Homeowner/s assumes full responsibility for any and all damages to the Clubhouse Auditorium and/or the Clubhouse Facility including but limited to furniture, fixtures, doors, windows, walls, floors, ceiling, rest rooms, kitchen and appliances, and any other property or equipment in the clubhouse including the parking lot and grounds.
- F. Following the Event, the Clubhouse Auditorium Event Coordinator or a designee committee member will inspect the Clubhouse Auditorium, Clubhouse Facility, Grounds and parking Lot to determine cleanup was conducted and there are no damages. Any clean up and/or damage cost will be deducted from the Security Deposit.
- G. The Homeowner/s will properly clean up the Clubhouse Auditorium and Kitchen, to include but not limited to, all food and trash being placed in supplied trash bags and placed in the appropriate outdoor trash receptacles, located in the front of the building.
- H. The Event time is limit. The Event may start no earlier than 9:00 A.M. and shall end no later than 9:00 P.M. The Clubhouse must be vacated by 10:00 P.M. All necessary set-up and clean-up will be accomplished with in the Twenty Four (24) hour block. Under NO circumstance will the Event be permitted to continue past 10:00 P.M. and for any reason the Event exceeds 10:00 P.M. The **P.G. II Homeowner Assoc., Inc.** may declare a Breach of Contract if any portion of this section (J) is violated. The Security Deposit and "Other Specified Fee" if one so exists may be forfeited without /or claim.
- I. Any equipment rented or supplied by the Homeowner/s and/or Vendors shall be the sole responsibility of the Homeowner/s. Any equipment or personal belongings remaining in the Clubhouse Auditorium after the Event will be considered abandoned, and may be disposed of at the discretion of the **P.G .II Homeowners Assoc., Inc.**

Homeowner/s Initials: _____

- J. The Homeowner/s, Guests, Vendors, Employees and/or Agents take full responsibility for complying with all laws, including specifically those relating to laws involving the preparation of CONSUME, and/or DISTRIBUTE any Alcoholic Beverages. The **P.G. II Homeowner Assoc., Inc.** shall not be responsible or held liable in any fashion if The Homeowner/s, Guests, Vendors, Employees and/or Agents consume or allowed to be consumed any Alcoholic Beverages during the Event by any persons. The P.G. II Homeowner Assoc., Inc. shall declare a Breach of Contract if any portion of this section (J) is violated. The Security Deposit and "Other Specified Fee" if one so exists, shall be forfeited without argument and/or claim.

- K. No food, drinks, or glass containers are permitted outside the Clubhouse Auditorium. Smoking is only allowed outside in designated area. All cigarette butts must be disposed of properly.

- L. The use of smoke emitting devices to include Vapor Electronic Cigarettes within the Clubhouse Auditorium and/or Clubhouse Facility by the Homeowner/s, Guests, Vendors, Employees and/or Agents to include entertainers **is strictly prohibited**.

7. Special Additional Terms:

The parties to this Agreement agree to the following special additional terms:

a- _____

b- _____

c- _____

Homeowner/s Initials: _____

8. Release from Liability:

The Homeowner/s, Guests, Vendors, Employees and/or Agents of the Homeowner/s shall assume full risk of using the Clubhouse Auditorium. The Homeowner/s shall indemnify, defend and hold harmless the **P.G. II Homeowner Assoc., Inc.** from any claims, demands, expenses, attorney’s fees and liability arising out of the Homeowner/s use. In addition, the Homeowner/s, on behalf of its Guests, Vendors, Employees and/or Agents and all other persons who may come upon the property of **the P.G. II Homeowner Assoc., Inc.** hereby agrees that the **P.G. II Homeowner Assoc., Inc.** shall not be liable in any way for any matter, cause or things, action or omission with respect to the Homeowner/s use of the Clubhouse Auditorium or adjoining areas and grounds or with respect to the Homeowner/s use of the Clubhouse Auditorium, and the **P.G. II Homeowner Assoc., Inc.** is hereby released and discharged of any and all liability of any kind. The **P.G. II Homeowner Assoc., Inc.** and the Homeowner/s are not partners in a joint venture, principals, and agents or otherwise related in any way.

9. Attorney’s Fees:

In connection with any default under this Agreement, suit, or action arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs, at both trial and on appeal.

10. Causes for Forfeiture:

A breach of any portion of this Agreement or by failure to comply with the stipulations set herein or a breach of **Paradise Gardens Section II Protective Covenants**, Rules & Regulations and/or By Laws by the Homeowner/s, Guests, Vendors, Employees and/or Agents shall automatically forfeiture without claim of the entire Security Deposit and “Other Specified Fee” if one so exists, and the privilege of the use of the Clubhouse Auditorium and Clubhouse Facilities by The Homeowner/s, Guests, Vendors, Employees and/or Agents.

11. The Homeowner/s Responsibility:

The Homeowner/s shall accept full an unconditional responsibility for the actions of their Guests, Vendors, Employees and/or Agents and that any violation specified herein by the Homeowner/s and/or their Guests, Vendors, Employees and/or Agents will breach this Agreement.

12. Entire Agreement:

This document contains all statements and agreements made between the parties regarding the permissible use of the Clubhouse Auditorium and Clubhouse Facility. This Agreement may not be amended or modified except by written agreement signed by both the P.G. II Homeowner Assoc., Inc. and the Homeowner/s.

Homeowner/s Initials: _____

Acceptance of Clubhouse Auditorium Rental Agreement

WILL minors be attending this Event; YES NO

In signing this agreement The Homeowner/s has read and fully understands the stipulation set forth herein and agrees to abide by such stipulation and further understands that any deviations from the agreed stipulations set forth herein shall cause a breach of the Agreement shall cause the Event to be terminated and the deposit forfeited without argument and/or claim. The Homeowner/s further releases the P.G. II Homeowners Assoc., Inc. from any and all liabilities.

The Homeowner; _____
(Print Name) (Signature) (Date)

The Homeowner; _____
(Print Name) (Signature) (Date)

Paradise Gardens, Section II Homeowners Association, Inc.

Clubhouse Auditorium Event Coordinator

Event Coordinator; _____
(Print Name) (Signature) (Date)

Event Coordinator; _____
(Print Name) (Signature) (Date)