# BONITA LAKES P.O.A.

## AGREEMENT FOR CLUBHOUSE RENTAL

**This Agreement** is made this ____ day of _____, 20___, by and between Bonita Lakes P.O.A. (hereinafter the "Association") and _____, who reside at _____(hereinafter the "Resident").

**WHERE AS,** Resident is the owner of record or authorized resident (tenant) of the above described property, and is in good standing with the Association;

**WHERE AS,** Resident desires to reserve the (Main Room) located within the Association's Clubhouse on _____, 20___ from _____(a.m./p.m) to_____(a.m./p.m.) for the following purpose: _____: and

**WHERE AS,** the Association is willing to permit Resident the right to use the Clubhouse for the foregoing purpose upon terms and conditions hereinafter set forth.

**NOW THEREFORE,** in consideration of the foregoing and of the mutual covenants and promises herein contained, it is agreed as follows:

### 1. USE OF PREMISES

Main room consists of rental room, kitchenette (refrigerator and sink) and women & men's bathroom.

a. Rental fees: Non-Refundable Rental of Clubhouse: $300.00
Non- Refundable unarmed Guard fee: $125.00
Non-Refundable Cleaning fee $ 75.00
(Money orders only) **$500.00 total amount**

**Security Deposit fee**: Refundable- **$150.00**
(Leave blank- Money order only)

b. The Resident acknowledges that Resident has read and shall comply with the Association's Rules and Regulations concerning the use of the Clubhouse (attached hereto as Exhibit" A") as same may be amended from time to time and agrees to complete the application form attached hereto as Exhibit "B".

c. The Clubhouse is to be used by Resident and Resident's invited guests only. It is estimated that there will be _____ guests at the scheduled function.

d. A two hundred dollar ($200.00) cancellation charge may be deducted from the rental fee if a function is cancelled less than seventy-two (72) hours in advance of the reserved date.

e. The Resident's function must be contained within the main room and no guests shall be permitted to utilize any other areas. Including but not limited to the pool, and gym. ***At no time shall tables and chairs be placed in or obstruct the clubhouse main doors, or general exit ways. Furniture is to remain in place inside the main room at all times and cannot be moved.***

f. The association reserves the right to enforce the Rules and Regulations of the Association, and to exclude or reject any or all objectionable persons from the clubhouse and to terminate the Resident's use of the Clubhouse if it deems the use or the conduct of person using the same objectionable or if the activities of the guests are creating a nuisance to the other residents. It is expressly agreed and understood that the Association shall not be responsible for providing security of any type for the function.

g. The Resident shall not damage the Clubhouse in any fashion. The Resident shall maintain the Clubhouse to an orderly condition, and shall not hammer any nails, or place staples, or tape on any walls *or use confetti or glitter*. Resident shall remove any decorations at the conclusion of the function, or penalties shall be imposed. In addition of the facility is decorated by the association for a holiday the room will be rented as is. At no time may a resident remove any existing decorations or items from the facility.

h. If the clubhouse should be damaged by the act, default or negligence of the Resident or any resident's agents, employees or guests, Resident shall pay to the Association upon demand such sums as may be necessary to repair any such damages exceeding the amount Resident's security deposit. Failure to pay for damage within 10 days the amount will be back charged to the owner account.

i. The Resident shall be fully responsible for the actions of any caterer and/or any vendor employed by Resident and shall be responsible to insure that all of the caterer's equipment is removed from the clubhouse area immediately upon termination of the function.

j. Music may play only inside the main room, and music must be maintained at a reasonable level so as not to disturb other residents or create a nuisance.

k. No person may enter or leave the club facilities with any alcoholic beverages. Alcoholic Beverages may not be generally possessed or consumed at or within the clubhouse unless within the main room and in connection with an approved event, function or party. Dispensing

of alcohol will be in accordance with all applicable laws. (the Resident is responsible for the actions of all guest consuming alcoholic beverages including after the event is over).

L. The Resident shall be fully responsible to insure that all guests have vacated the Clubhouse at the end of the function. No function may exceed five (5) hours. All activities must end no later than 12:00 am.

m. The Resident acknowledges that Resident shall be fully responsible for the acts of Resident's agents, guests and employees, and warrants and represents that Resident and Resident's agents, guests and employees shall comply with all local laws, codes, ordinances and rules and regulations of any authority having jurisdiction over the Association and all rules and regulations of the Association. Resident shall not engage in any activities which may violate any provisions of the Association's insurance policies.

n. No smoking shall be permitted in the Clubhouse at anytime.

o. No commercial use of the Clubhouse is permitted.

p. Limited parking is available at the clubhouse and car pooling is strongly encouraged. Parking shall be managed by the Association and damage to landscaping, irrigation, or turf from attendees to the event may result in additional charges to Resident. Resident shall coordinate a parking plan with the Association to avoid interference with normal traffic flow.

## 2. **SECURITY DEPOSIT**

Resident hereby agrees to pay at the time this Agreement is submitted to the Association, a security deposit in the amount of one hundred fifty dollars ($150.00) for the main room payable by money order to the Association. The deposit may be used to pay any expenses incurred by the Association for repairs to Clubhouse. The deposit may also be used to defray the cost of any other expense incurred by the Association attributable to violations of any of the provisions of this agreement and the enforcement thereof. Any amused portion of the security deposit shall be returned to Resident within seventy-two (72) hours after the use of the Clubhouse.

## 3. **FEE**

Any Resident reserving the clubhouse Main Room shall pay a use fee of five hundred dollars ($500.00) for five (5) hours. The rental fee shall be payable to the Association, in the form of a money order made out to the Association (Bonita lakes P.O.A.) at the time Resident submits this agreement to the Association.

## 4. **INSURANCE:**

The Association requires the resident to furnish insurance in the form of a **certificate of Insurance naming the Bonita Lakes P.O.A. and Miami Management, Inc. as additional insured.**
**The amount of the certificate of insurance must be in the amount of $1,000,000.**

## 5. RELEASE AN INDEMNIFICATION

Resident hereby agrees to indemnify and hold harmless the association and its officers, directors, employees and management for and from any and all losses, claims, damages, actions and liabilities, including, without limitation, claims for properly damage, personal injury death, arising from or connected with Resident's use of the Clubhouse or any other Association Property or Resident's violation of any Rule or applicable law, code or ordinance with respect to the use of the clubhouse (including attorney's fees at the trial and appellate levels) **WHETHER CAUSED BY NEGLIGENCE OF THE ASSOCIATION, IT'S OFFICERS, DIRECTORS, EMPLOYEES OR MANAGEMENT OR OTHERWISE, and Resident hereby waives any claims covered by the foregoing indemnify. WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION. ITS OFFICERS, DIRECTORS, EMPLOYEES OR MANAGEMENT OR OTHERWISE**. Resident's agreement to indemnify and hold harmless the aforesaid parties shall include attorney's fees and costs actually incurred thereby, regardless of whether or not said suit is brought or any appeal is taken there from.

Without limiting the generality of the foregoing, Resident recognizes and agrees that the Association's sole liability with respect to the clubhouse and the persons using same is to provide for the use of the Clubhouse. Neither the Association not any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of Clubhouse. THE USE OF THE CLUBHOUSE IS AT ALL TIMES AT RESIDENT'S SOLE RISK.

## 6. NOTICE

All notices by either party to the other provided for in this agreement shall be in writing. May be dropped off at the onsite clubhouse office or addressed to the Association:

**Bonita Lakes Property Owners Association, Inc.**
**14340 SW 122 CT**
**Miami, FL 33186**

## 7. VENUE

This Agreement shall be governed by, and its provisions shall be interpreted and construed according to the laws of, the State of Florida. Venue for any action arising out of the Assignment shall be in a court of competent jurisdiction in Miami-Dade County, Florida.

## 8. ATTORNEY'S FEE AND COSTS

In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees costs incurred.

## 9. ASSIGNMENT MODIFICATION AND USE OF PRONOUNS

This Agreement may be assigned only upon the written approval of the Association. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Whenever a neutral singular pronoun refers to Resident, same shall be deemed to refer to Resident if Resident be a corporation a partnership, an individual, or two or more persons. All pronouns and words in this Assignment shall be read in the appropriate gender, and the masculine and the feminine shall be interpreted interchangeable, as the circumstances may require.

## 10. CANCELLATION

Association reserves the right to cancel this Agreement without notice in the event a hurricane watch or warning is posted within seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall return Residents fees, and shall not be responsible for any costs incurred by Resident in connection with the canceled function.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the date and year first above written.

| **Bonita Lakes P.O.A. Association** | **Resident:** |
|---|---|
| By:_____ | _____ |
| Print Name:_____ | Print Name:_____ |
| Title:_____ | _____ |

Print Name:_____

Work Tel:_____

Home Tel:_____

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**OFFICE USE ONLY**

DATE FEE RECEIVED:_____ DEPOSIT RECEIVED:_____
AMOUNT RECEIVED:_____ DEPOSIT RETURNED:_____

# EXHIBIT "A"

## BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC. RULES & REGULATIONS FOR THE RENTAL OF CLUBHOUSE

- **No parking** in the street, grass, nor blocking and driveways.
- **Money order:** One (1) money order for $500.00 includes Rental fee, an unarmed Guard fee and cleaning fee. Payable to Bonita Lakes P.O.A.
- **Security Deposit**: Refundable fee is separate. Money order for $150.00 (please leave blank).
- **Cancellation fee**: $200 if 72 hours (3 days) notice is not given.
- Festivities will not continue beyond 12:00 midnight**.**
- **Clubhouse hours: Friday – 7:00 pm – 12:00 am**
  Saturday and Sunday – anytime - No event will last past 12:00 a.m. –
  no holidays.
- **First come, first serve basis:** The clubhouse is booked on a first come, first serve basis. It is officially reserved once we receive the signed rental agreement, certificate of liability, money order of $500.00 payable to Bonita Lakes P.O.A. for rental fee and $150.00 security deposit (leave blank).

- All festivities will have a limit of 5 hours (maximum) plus (2) hours for setup.
- Neither the Resident nor their guest shall impede or obstruct residents from using the gym, pool and tennis courts. These are not part of the rental.
- No noxious or offensive activity will be permitted.
- No smoking or illegal substance of any kind will be permitted.
- No excessively loud music or noises will be permitted.
- Food drinks are not allowed on carpet area. Any stains from food or drinks on carpet area and furniture can cause you to lose your security deposit.
- No confetti or glitter and /or tape or holes on walls.
- Loitering in the common area (exterior) is strictly prohibited.
- Access Control and parking: The undersigned acknowledges that the Association and its designees have the authority to terminate the function with or without cause. Failure to oblige with the aforementioned and refusal to acknowledge the requests of the Association, will result in the dispatch of a police officer to mandate compliance. The Undersigned also acknowledges that the Board of Directors has the right to withhold the security deposit to pay for cleaning service in the event that the facility is returned in an unsatisfactory condition. Should repair services surpass the amount in the security deposit, the licensee's home will be back charged said amount.

_____ _____

Signature of Resident Date

**EXHIBIT "B"**

**BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC.**
**AGREEMENT APPLICATION FOR CLUBHOUSE RENTAL**

Submitted by:_____
(Please Print)

Address:_____

_____

Home Phone:_____ Cell Phone:_____

Date/Event:_____ Number of People to Attend_____

Area to be reserved: **MAIN ROOM**

Person in charge: Name:_____

Address:_____

Phone:_____

Starting time:_____ Ending Time:_____

Time Required to set up:_____ Type of Event_____

If Catered, Name of Caterer or
vendor:_____

Rental fee $500.00 _____ Security Deposit $150.00 _____

Please check the following applicable items:

1. PROPOSED FOODS
   - ____ Catered
   - ____ Cold Platters
   - ____ Hot Food

2. PROPOSED ALCOHOL
   ____ Wine _____Beer _____ Mixed ____Bartender _____Open Bar

3. PROPOSED ENTERTAINMENT:
   - _____Music_____
   - _____Stereo_____
   - _____Other_____

4. PROPOSED ADDITIONAL REQUESTS:

_____
_____

RESPECTIVELY SUBMITTED:_____
Applicant