

The Isles Clubhouse Reservation Agreement

Approved May 28, 2013

This Agreement, dated _____, 20____, is made between _____ (“User”) and if User is a tenant _____ (“Owner”), and The Isles Homeowners Association, Inc. (“The Association”), 1500 Victoria Falls Boulevard, Palm Beach Gardens, FL 33410.

In consideration of The Association permitting User to have exclusive use of a designated area in the community Clubhouse, (which is part of the common property owned by The Association) for an event during a specific time period, the User agrees to all of the following provisions related to such use:

1. User will have use of the area of the Clubhouse designated as the MultiPurpose Room **(Yes or No)** and the Great Room **(Yes or No)**, for the purpose of _____
for the time period from _____ AM/PM until _____ AM/PM on _____, 20____
2. The maximum number of people who will be attending the event will be _____. The majority of those attending the event will not be residents of The Isles **(Yes or No)**.
3. In order to use the area for this event the User shall pay the following fees:
 - A. A reservation fee in the amount of \$_____ for events lasting up to 4 hours or \$_____ for events lasting from 4 to 8 hours.
\$_____ fee Received on _____, 20____ Check Number _____
 - B. A Security Deposit of \$_____ to reimburse The Association for the repair or replacement of any damage to the Clubhouse, its furniture, equipment, or other decorations and furnishings, any loss or theft of any furniture, equipment, or other decorations and furnishings, and for any cleaning expenses incurred by The Association if the User did not adequately clean the area at the end of the reservation period, and any late fees. An additional reservation fee per hour or any portion of an hour will be charged to the User if the room is not vacated by the end of the period specified in this Agreement. The security deposit, less any cleaning, repair, or replacement expenses and additional fees will be refunded no more than 30 days following the event.
\$_____ Deposit Received on _____, 20____ Check Number _____
4. User agrees that The Association has the authority, in its sole discretion, to cancel this Agreement with cause at any time.
5. User agrees to indemnify and hold The Association and The Association’s directors, members, employees, management company, agents, licensees and invitees harmless from and against any and all claims, actions, debts, liabilities, damages, expenses, injuries, and/or obligations of any kind, including, but not limited to, attorney’s fees related in any way to User’s reservation under this Agreement. User understands and agrees that the provisions of this paragraph shall apply despite any negligence or gross negligence by The Association, its directors, members, employees, management company, agents, licensees or invitees.
6. User agrees to provide The Association with evidence of liability insurance naming The Association as an additional insured for any claims or other liabilities arising from the Clubhouse use. If alcohol is to be available as part of the event, User’s Certificate of Insurance must include an alcohol endorsement.
7. Immediately upon conclusion of the event, but at the latest by 8 AM the following morning for an evening event, User agrees to return the area used, the furniture and any other related common property to the same conditions as they were in prior to the event. User agrees to reimburse The Association for any and all damage to or loss or theft of any personal or real property arising out of or related in any way to User’s reservation under this Agreement. Association may deduct any such amounts due from the Security Deposit, if any, and User shall promptly pay any additional amount due within 30 days.
8. User warrants and represents that he or she will institute adequate safety measures for the event including, but not limited to, use of any necessary security personnel, and User understands that The Association is relying on User’s representation in this regards in permitting use of the area for the event.
9. User agrees that the sale of alcoholic beverages is prohibited. User warrants that no alcoholic beverages will be sold or otherwise provided to a person under the legal drinking age.
10. User agrees to comply with all provisions of law related to the event, and to be solely responsibly for the conduct of all guests and invitees to the event, and any violation of the governing documents of The Association or of the law by any such party shall be deemed a violation by User, actionable by the Association as such.
11. User agrees to comply with the Clubhouse Rules and Regulations and acknowledge receipt of a copy these Rules and Regulations.
12. User warrants and represents that he or she is either the tenant of a unit within The Isles *or* that he or she is the sole owner or authorized agent to execute this Agreement for all co-owners and/or entities which own or co-own the unit.
13. Owner understands and agrees that if User fails to pay any amounts due from User to The Association under this Agreement within thirty (30) days of receiving a written notice from The Association, such unpaid amounts will be treated

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as an assessment against Owner and Owner's real property in The Isles pursuant to the Declaration of Covenants of The Isles.

14. Each and every agreement and obligation under this Agreement shall inure to the benefit of and shall be binding upon the heirs, legatees, devisees, assigns, administrators, personal representatives and successors in interest to the parties.
15. Any waiver by a party of another party's obligations under this Agreement shall not be deemed a waiver as to any future obligations.
16. No modifications, addendum or amendment to this Agreement shall be effective unless it is contained in a writing signed by all parties to this Agreement.
17. User may not assign User's rights and/or obligations under this Agreement without the prior written consent of The Association and any attempt to do so shall be null and void.
18. This Agreement shall be constructed and interpreted under and in accordance with the laws of the State of Florida.
19. In any action to enforce the provisions of this Agreement: (a) the prevailing party shall receive its reasonable attorneys' fees, (b) the parties agree to the exclusive jurisdiction of the State courts located in Palm Beach County, Florida, and (c) the parties waive any and all rights to a trial by jury.

This Agreement is executed on the date indicated above in Palm Beach County, Florida.

User: _____
(Print Name)

THE ISLES HOMEOWNERS ASSOCIATION; INC:

BY: _____
(Clubhouse Manager)

(User's Signature)

User's Address: _____

User's Phone Number: (____) _____

If User is a tenant, Owner of the tenant's unit must also sign.

Owner: _____
(Print Name)

(Owner's Signature)

(Owner's Address) (Owner's Phone Number)

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PRE-EVENT INSPECTION AND POST-EVENT CHECKLIST

In an attempt to make sure the Clubhouse is left in a clean and orderly condition, please go through this check list to make sure all which apply have been done.

BEFORE START OF EVENT: Check Clubhouse to make sure it is in satisfactory condition before your function.
Note any unsatisfactory conditions below

COMMENT:

AFTER EVENT:

- Clear/Clean tables and counters
- Remove all food, drinks and dishes from kitchen area
- Clean Kitchen
- Pick up and remove all trash and decorations
- Trash must be bagged and left outside the storage room door
- Vacuum room(s) used, mop kitchen floor
- Return all furniture to it original location
- Turn off lights/lock doors

REPORT ANY MISHAPS (damages, spills, etc):

The Clubhouse shall be left in the same or better condition than you found it. Once you have gone through the check list, please sign and deposit this checklist in the suggestion box in the mailroom.

_____, 20____
(Print Name) (Date)

_____:____AM/PM
(Signature) (Time)

Address: _____