

KINGSLEY COMMONS
Of Springtree Lakes Homeowners Association, Inc.

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CLUBHOUSE RENTAL AGREEMENT

This Agreement made between Kingsley Commons of Springtree Lakes Homeowners Association, Inc. ("Association") and the member of the Association ("Renter") stated below, agrees to the rental of the Association's Clubhouse on the following terms and conditions:

Reservations must be made at least 14 days prior to your event. Signed Clubhouse Rental Agreement, Signed Hold Harmless and Indemnification Agreement and payments must be provided at the time the reservation is made.

Rental fee is nonrefundable charge of **\$100.00**.

Deposit of **\$250.00** required. This deposit is to be a separate check and is returned to the Renter upon the completion of the After Checklist which is part of this agreement.

Arrangements for a Key to the Clubhouse to be provided to the Renter shall be made with the office and shall include a brief walkthrough and completion of the Before Checklist which is part of this agreement. Unless damage is specifically brought to the attention of the property management prior to usage, the Renter will assume full responsibility for any and all damage to the rental area and any damage caused by event guests or vendors. If the costs to repair any damage exceeds the deposit the Renter agrees to pay the additional amount and the Association will assess the resident's account.

EVENT RULES

- The resident signing this agreement must be present during the event.
- Alcohol consumption is strictly prohibited.
- Youth events must include ample adult supervision.
- Guests must park in designated GUEST spots only. Violators risk being towed.
- Events **MUST** end and guests vacated the premises by 11pm Sunday through Thursday and midnight on Friday or Saturday.
- Event activities must be confined to the Clubhouse and not the pool area. Wet bathing suites are not permitted in the Clubhouse.
- No tape or pushpins are to be used for decorations. No decorations or balloons shall be attached to the fixtures or ceiling fans.
- All doors must be closed at all times.

- No bounce houses, petting zoos, climbing walls, rides, etc., are permitted.
- All rules and regulations of Kingsley Commons Homeowners Association must be followed.
- No fixtures or pictures are to be removed from the walls.
- Decorations and Garbage must be removed from the Clubhouse during cleanup. The Clubhouse does not have garbage pickup so all debris must be taken away by the Renter.
- Cleanup shall include the glass doors, kitchen items used such as oven, stove, microwave, freezer, fridge, cabinets, sink, and countertops. Bathrooms include sink, mirror and toilet. Floor must be swept and mopped.
- Furniture, tables and chairs shall be returned to original locations.

Failure to follow event rules may result in this contract being void, event terminated and security deposit forfeited.

Renter agrees to indemnify and hold harmless the Association and its agents from all loss, damage, claim, demand liability, or expense by reason of any damage or injury to persons (including loss of life) or property (real or personal) which may have arisen as a result of or in connection with the use of the facility by the Renter or guests. Furthermore, Renter hereby agrees to hold Association and its agents harmless and to indemnify against any public liability and/or property liability which may arise or accrue, directly or indirectly, by reason of the use by Renter of the facilities.

Date of Event Confirmed Available: _____

Type of Event: _____ Number of Guests Expected: _____

Starting Time: _____ Ending Time: _____

Arranged Time for Key and Before Checklist: _____

Arranged Time for Key and After Checklist: _____

Renter Name: _____

Renter Address: _____

Renter Cell Number: _____

Renter Email Address: _____

Before Checklist

Key: _____
Outside Area: _____
Walls: _____
Garbage Cans: _____
Glass Doors: _____
Kitchen Counter: _____
Oven: _____
Stove: _____
Microwave: _____
Freezer: _____
Fridge: _____
Cabinets: _____
Sink: _____
Bathroom Mirror 1: _____
Toilet 1: _____
Toilet 2: _____
Sink 1: _____
Floor: _____
Furniture: _____

After Checklist

Key: _____
Outside Area: _____
Walls: _____
Garbage Cans: _____
Glass Doors: _____
Kitchen Counter: _____
Oven: _____
Stove: _____
Microwave: _____
Freezer: _____
Fridge: _____
Cabinets: _____
Sink: _____
Bathroom Mirror 1: _____
Toilet 1: _____
Toilet 2: _____
Sink 1: _____
Floor: _____
Furniture: _____

____ Nonrefundable rental fee Check Number _____

____ Refundable Security Deposit Check Number _____

____ Signed Hold Harmless Indemnification Agreement

Renter Signature: _____ Date: _____

Association Agent Signature: _____ Date: _____

HOME HARMLESS AND INDEMNIFICATION AGREEMENT

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT made this ____ day of _____ 20____ by _____, for the benefit of KINGSLEY COMMONS OF SPRINGTREE LAKES HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as "Association"), and all of its unit owners.

WITNESSETH:

WHEREAS, _____, resident at (address) _____ is desirous of renting the Clubhouse for the purpose of _____.

WHEREAS, _____ accepts and agrees to be responsible for any and all liabilities which may arise from renting the Clubhouse and desires to release the Association of all such potential liability and in light of the valuable considerations passing to _____ from Association, he/she agrees that the risk is willingly and freely assumed by him/her.

WHEREFORE, both parties agree that _____ shall be responsible for any and all liabilities arising from the rental of the Clubhouse.

NOW, THEREFORE, _____ hereby agrees:

1. That proposed rental shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to rental fees, security deposits or otherwise.
2. That on behalf of itself, its heirs, personal representatives, successors or assigns as appropriate _____ shall indemnify and hold the Association, its directors, agents and employees and all of its members free and harmless from and against, including but not limited to any and all claims, demands, loss, liability, expense, damage to the association property, for injuries to or deaths of persons, and actions for nuisance, howsoever arising, directly or indirectly from such rental and use of the Clubhouse, and any expenses incurred arising therefrom, including legal costs and fees. _____ shall be solely

responsible for the repair thereof, from any damage to same cause by said use. This provision shall remain in full force and effect during and after the rental period.

3. That the foregoing restrictions shall be in addition to and not in derogation of the applicable restriction (including without limitation, all approval requirements) set forth by the Association or appearing in the Declaration.
4. This Agreement is contractual and not merely a recital.

IN WITNESS WHEREOF, the undersigned has executed his Hold Harmless and Indemnification Agreement as of the day and year first above written.

Renter Signature

Witness Signature
Witness Printed Name: _____

Witness Signature
Witness Printed Name: _____

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this ____ day of _____ 20 ____ by _____, who is personally known to me or who produced identification.

Notary Signature