

ROYAL FOREST HOMEOWNERS ASSOCIATION CLUBHOUSE USE LICENSE AGREEMENT

The undersigned ("User") requests the Royal Forest Homeowner's Association, Inc. ("Association") to approve a license for the limited use of the Royal Forest Clubhouse ("Clubhouse") and the User agrees as follows:

1. General. The Royal Forest Clubhouse is a common area facility, owned by the Association. Clubhouse use impacts the residents; thus a User may use the facility as a licensee only with due care and respect for the other Royal Forest owners and residents.

2. Intent. This Agreement and rules for Clubhouse use help ensure that Clubhouse use does not infringe upon other Owners' rights, that the use is not a disturbance to residents and that the facility is preserved for future use without becoming an economic burden upon other Owners.

3. Reservations. The clubhouse may be reserved on a first come, first serve basis, except that priority shall be provided first to Association events and meetings and then second to events that are open to the entire Royal Forest community. A reservation is not effective until approved and fees have been paid. Only one reservation per weekend and no legal holidays or holiday weekends.

4. Application. A request to reserve the Clubhouse is not complete until the information below is fully completed and this Agreement is returned to the Association with a non-refundable usage fee of \$100.00 and a security deposit of \$200. Both checks should be made payable to Royal Forest Homeowners Association.

5. Area. No area outside of the Clubhouse walls may be reserved. For example, while use of the swimming pool is permitted under the User's supervision, the swimming pool is not limited to the exclusive use of the User or guests.

6. Time. No reservation is valid for a time period for longer than 4 hours and no later than 10:00 PM. All use of the clubhouse, including clean-up must be completed by the end time written below.

7. Cleaning. The User must leave the Clubhouse, including kitchen, restrooms and grounds in clean and orderly fashion, no less clean that before the use. All trash must be removed and properly disposed of. If the facilities are not properly cleaned and organized, the Association will deduct a minimum charge of \$50.00 from the security deposit. Any damage to furniture, appliances, the building or otherwise will be further deducted from the security deposit. If the security deposit is not sufficient, the User shall be personally responsible for the damage.

8. Key. The Clubhouse will be opened by a member of the pool committee no earlier than one hour before the scheduled beginning time of the event.

9. Parking and Vehicles. The User and Clubhouse guests who are Royal Forest residents must park their vehicles in their garages or their driveways. No vehicle may be parked in the street unless it is parked in a designated parking space. Non-resident guests may not obstruct walk-ways, driveways, streets or they will be subject to towing at their expense. Users are responsible for any damage caused by improper parking. It is the User's duty to notify guests of Royal Forest's parking and vehicle restrictions.

10. Occupancy. To comply with fire codes and for general safety concerns, Clubhouse occupancy shall not exceed 50 persons. The User shall ensure that there is sufficient responsible adult supervision appropriate for the size of the event. If the supervision is not sufficient, then the User is responsible for escorting guests out of Royal Forest, not just outside the clubhouse area. Excessive occupancy is cause for immediate cancellation of the event. If the Sheriff's office attends an event because of unruly or illegal behavior, then the event must be canceled immediately.

11. Security Deposit. The Association will make a reasonable effort; but is under no obligation, to inspect the clubhouse within 24 hours after the User's return of the key and to refund the unused/not withheld portion of the security deposit within five business days thereafter.

12. Pre-Conditions. For a reservation to be considered, the User must complete this form, the User's unit assessments must be paid in full and all other financial obligations to the Association must be paid in full.

13. Cancellations. A User must cancel a reservation no less than five days before an event.

14. Use. User must be in compliance with all laws, rules, regulations and ordinances as well as the Association's use restrictions and rules. Failure to do so will require that the event be canceled and terminated immediately. The Association is entitled and reserves the right to amend and enforce additional rules or regulations as situations arise and are deemed appropriate by the Association to maintain the safety of guests and owners and to preserve the facility. The User is also responsible for the conduct of all those attending the event, whether invited or otherwise, and whether there is damage to the clubhouse or otherwise.

15. Pool. If those attending the event utilize the pool area, then the User shall be a responsible adult present at the pool at all times whether or not attendees actually use the pool. There is no lifeguard; thus those who use the pool area do so at their own risk and at the risk of the requesting User.

16. Attire. Appropriate attire is required. Wet bathing suits and other wet clothing are not permitted in the clubhouse. Foot protection is required at all times.

17. Smoking. Smoking is not permitted in the clubhouse.

18. Pets. Pets are not permitted in the Clubhouse or the pool area except for those handicap service animals as required by law.

19. Indemnity. The User indemnifies and holds harmless the Association and the Association's officers, directors, agents, contractors, members and employees against any and all claims. The term "claims" in this provision includes, but is not limited to lawsuits, arbitrations, mediations, bankruptcy, appeals and any other type of action, whether seeking damages or other relief, whether arising from or relating to or in any way connected with this Agreement, User's use, any matters, events, acts or omissions relating thereto or by or relating to matters concerned or relating to any of the Requesting owner, employees, servants, agents, material men, sub-contractors, and sub sub-contractors. This indemnity and hold harmless includes the Association's attorney's fees and costs incurred enforcing this provision.

20. Dispute. In the case of a dispute, the dispute shall be heard in a court of applicable jurisdiction of Palm Beach County. The prevailing party shall be entitled to their attorney's fees and costs.

21. Termination. Any violation of this Agreement and its terms shall immediately and without notice or action by the Association terminate this Agreement except that Paragraphs 19 and 20 shall survive termination.

22. Closing. At the end of the event, a reserving resident must:

- A. Return the main floor to the condition in which it was rented to them.
- B. The kitchen, main area and bathrooms must be clean.
- C. All floors must be swept and mopped. Garbage must be removed from the property.
- D. There are no balloons permitted in the pool area. All decorations must be removed from the property.
- E. The main pool gate must be kept closed and locked at all times.
- F. Lock the door

Failure to undertake each will result in liquidated damages in the Association's favor of \$50.00 for clean up costs plus any actual damages.

**FOR SAFETY REASONS, THE CLUBHOUSE DOOR MUST REMAIN UNLOCKED
WHENEVER THE CLUBHOUSE IS OCCUPIED.**

I CERTIFY THAT MY UNIT'S ASSESSMENTS AND FINANCIAL OBLIGATIONS TO THE ASSOCIATION ARE IN GOOD STATUS, NOT DELINQUENT AND THAT I WILL FOLLOW ALL OF THE ABOVE RULES AND REGULATIONS.

User's Name: _____

User's Address: _____

User's Telephone Numbers: (Home): _____ (Cell): _____

Date of Event: _____ Time of Event: _____ to _____

Title/Name of Event: _____ Max # of Attendees: _____