

**CASTELLINA
HOMEOWNER'S ASSOCIATION, INC.**

CLUBHOUSE AGREEMENT

NAME OF OWNER/S _____

ADDRESS _____

PHONE NUMBER _____

DATE OF REQUESTED USE _____

PURPOSE _____

TIME REQUESTED from: _____ am / pm to: _____ am / pm

****Maximum time period of 6 hours unless prior approval is obtained from Manager/Association for a special Exception**

****There must be a three-hour window between events (for cleaning and set up) when the clubhouse is rented more than once a day.**

NUMBER OF GUESTS _____

*****Maximum number of occupants is 80 and limited by the number of available parking spots.**

This use, Indemnification and Waiver Agreement ("Agreement") is entered into by and between Castellina Homeowners' Association, Inc. ("Association") and

_____ ("**Owner/s**")

WHEREAS, Owner has requested the use of the clubhouse facility at the above time and day for the above purpose.

WHEREAS, Owner is a member in good standing with the Association and Association desires to allow Owner the use of said facility for said purposes at said date and time subject to the following terms and conditions:

THEREFORE, Association and Owner do hereby agree as follow:

1. _____ The Association hereby grants to the Owner, their family members and guests the right to enter upon the above facility on the date and at the above times and to make exclusive use of the clubhouse facility for said period, subject to the rules and regulations of the Association as they pertain to the use of the facility.
2. _____ Owner hereby agrees to use the facility in compliance with said rules and regulations and to be personally liable for any damage caused to the facility by said use, or owner's guests use of the facility. Guests of the Owner are not entitled to use and of the other amenities as part of the clubhouse rental (pool, spa, fitness center).
3. _____ Owner hereby agrees to personally and solely bear and accept all risk of bodily injury or death to themselves or any of their family members, guests and invitees while utilizing the facilities.
4. _____ Owner hereby agrees to waive and release any right to make claim or bring suit against the Association and its members, agents, directors, officers, contractors, subcontractors, suppliers, servants or employees for any injury, loss, or damage which may be incurred by Owner, his family members, guests and invitees pursuant to the use herein contemplated of the Castellina HOA facilities.
5. _____ To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Association, its members, agents, directors, officers, contractors, subcontractors, suppliers, servants, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the use right hereunder granted by Association, allowing Owner and his family members, guests and invitees the exclusive right to enter upon and use the facilities for the period set forth above.
6. **_____ Owner must submit two check with their Clubhouse Rental Agreement. In addition to the non-refundable rental fee of \$250.00 (total of 6 hours includes 1 hour of set up before event, 4 hours for event, and 1 hour of clean up after event) and Owner will also submit a \$250.00 security deposit for the use of the Castellina Clubhouse, Multipurpose room and the Lanai immediately behind the back doors of the main room. The gym, pool, spa and fire pit are off limits. Any use of the off limits area will be deemed a breach of contract and the security deposit will be forfeited. Each additional hour the facility is used past requested time will cost an additional \$50.00. Both checks need to be made payable to the Castellina HOA.** The deposit is refundable to the Owner(s) as long as no damages or required cleaning is observed or reported within 72 hours after the date of use. Owner agrees that amounts necessary to clean, repair or replace any damage caused by the Owners and/or Owner's guests' use of the facility and agrees to pay for any additional damage exceeding the amount of the deposit if required.
7. _____ **Owner hereby understands and agrees that they are renting the main room and kitchen area of the Clubhouse only** and that other Association members will be allowed in the pool area, multi-purpose room and fitness center during such time of said rental.
8. _____ Owner is responsible to see that their guests follow all HOA rules. Failure to do so could result in restricted amenity use in the future.

9. _____ Parking is limited to the Clubhouse and overflow parking lot. At no time should any guest or Owner park on the street or grass. Violators may be towed without warning at the owner's expense.
10. _____ Owner warrants that said rental is not for any commercial and/or profit making enterprise.
11. _____ Owner agrees to ensure the premises are locked and secure upon leaving.
12. _____ Owner understands the Association has no obligation of any type to provide any items or services in regard to this agreement or the use of the facility.
13. _____ Owner will provide the manager a guest list at least 24 hours prior to the event, so that manager can coordinate access for guest.
14. _____ Owner agrees there will be no alcoholic beverages served unless a certificate of insurance is provided naming the Association as an additional insured. The minimum limit for this insurance is \$500,000 per person and \$1,000,000 per occurrence. **UNDER NO CIRCUMSTANCES WILL AN OWNER ALLOW ALCOHOLIC BEVERAGES TO BE SERVED TO OR CONSUMED BY MINORS WHILE ON THE PREMISES OF THE FACILITY.**
15. _____ No recreational equipment, including bounce houses, is allowed.
16. _____ Owner agrees that \$50.00/hour for exceeding requested time this will be deducted from the requester's security deposit.
17. _____ Owner agrees that security deposit will be forfeited if any of the above rules/regulations are not adhered to.
18. **Parking availability at the club house is limited to 25 spots plus 8 spots at the over flow parking lot at the Pisa cold-a-sack.** If you think you may need more spots we urge you to have your guests carpool or consult with the property manager. Curbside parking is prohibited and the resident could be assessed with fines and damages.

The owner/s agrees to the above with their signature below:

Dated _____ Signature _____

Signature _____

- Please give two weeks notice
- Mail both checks and original ink signed agreement to 3900 Woodlake Blvd. Ste. 309 Lake Worth, Fl. 33463, Attn: Heather Peaty
- You may email or fax a copy to secure a reservation, but the checks and original ink agreement must be received by GRS to complete the application process.
HPeaty@grsmgt.com or 561-641-9448