

CASTELLINA HOMEOWNER'S ASSOCIATION, INC.

PAVILION RENTAL 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.**

NUMBER OF GUESTS _____

INDEMNIFICATION AND WAIVER AGREEMENT

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 exclusive right to use the above facility on the date and at the above times, subject to the rules and regulations of the Association.
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 any of the other amenities (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 one check for refundable deposit in the amount of \$250 with their Pavillion Rental Agreement. The pavilion can be reserved for a total of 6 hours including set up and cleanup. All other amenities are off-limits. This includes the clubhouse, gym, pool, spa, and fire pit. Any use of the off-limits area will be deemed a breach of contract and the security deposit will be forfeited. The check needs 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 Pavilion and field area only** and that other Association members will be allowed to egress to other amenities 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. _____ Owner warrants that said rental is not for any commercial and/or profit-making enterprise.
10. _____ 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.
11. _____ 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.**
12. _____ Owner agrees that should an outside vendor be employed to provide entertainment including recreational equipment, such as a bounce house, that the owner will provide the license and insurance for each vendor. Castellina MUST be named as the Certificate Holder on their insurance policy, and that policy must provide for \$1,000,000.00 of liability coverage. The holder should read as follows: Castellina HOA C/o GRS Community Management, 3900 Woodlake Blvd, Suite 309, Lake Worth, FL 33463. Also, owner agrees that all recreational equipment MUST be removed immediately following the event.
13. _____ Owner agrees to remove **ALL** trash including food and food packaging. This should be disposed of at the resident's home immediately following the event.

14. _____ Owner agrees that security deposit will be forfeited if any of the above rules/regulations are not adhered to.
15. **Parking availability at the club house is limited to 25 spots, 8 spots at the over flow parking lot at the Pisa cul-de-sac, and along the south side of Pisa Road.** Parking on the grass is prohibited. If you think you may need more spots, we urge you to have your guests carpool or consult with the property manager. Curbside parking outside of the allowed areas is prohibited and the resident could be assessed with fines and damages. Violators may also be towed without warning at the owner's expense.

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

Dated _____

Signature _____

Signature _____

- Please give two weeks' notice
- Mail check and original ink signed agreement to:
GRS Community Management
Attn: Castellina HOA Manager
3900 Woodlake Blvd. Ste. 309
Lake Worth, FL 33463
- You may email or fax a copy to secure a reservation, but the check and original ink agreement must be received by GRS to complete the application process. Residentservices@grsmgt.com or 561-641-9448