

3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463

JOGGERS RUN PROPERTY OWNERS' ASSOCIATION, INC. <u>CLUB HOUSE RENTAL AGREEMENT</u>

The Board of Directors has established the following policies for rental use of the Association's Clubhouse:

- 1. Residents who wish to rent the clubhouse must reserve two weeks prior to the event to ensure availability and to process paperwork. Reservations can be made by contacting **GRS at 561-641-8554** or via email at ResidentServices@grsmgt.com.
- 2. Any resident reserving the clubhouse is required to submit a non-refundable rental fee of \$25.00 and a refundable damage deposit in the amount of \$100.00 along with the reservation form. The \$100.00 deposit will be returned after the function is over, providing the clubhouse is cleaned (i.e., garbage removed, floors swept and mopped, tables wiped, etc.), all signage and decorations must be removed from the inside or outside of the clubhouse, no damage has occurred, and furniture is returned to its original location. If there is damage to the clubhouse or its contents and property or if the Board is required to clean up, monies will be deducted from the deposit. If the amount required to clean up or repair any damage exceeds the amount of the deposit, the resident will be billed accordingly.
- **3.** The resident using the clubhouse is responsible for ensuring that there is no excessive noise becoming a nuisance to other residents. If a function becomes a nuisance to neighbors and/or the police are called, the function may be canceled by the Board. Future ability to rent the clubhouse may be in jeopardy.
- **4.** There is a small kitchenette with an oven, a sink, and a refrigerator; if used they are to be cleaned thoroughly.
- 5. The resident using the clubhouse is responsible for keeping all guests inside the clubhouse, on the sidewalk directly in front of the clubhouse, to the side of the clubhouse or within the pool area. Guests are not allowed to gather or congregate in the driveway or paved parking lot where they may could disrupt normal traffic flow or become a traffic hazard. Guests are not permitted to roam the development grounds.
- 6. To be eligible to rent the clubhouse the resident cannot have outstanding dues or violation(s).
- 7. All signed paperwork and checks (\$25.00 & \$100.00) must be submitted to the GRS office at the address above, before official clubhouse reservation is confirmed.
- **8.** Exceptions to these guidelines may only be granted by the Board of Directors

| Date Needed: | Start Time of Event: | End Time of Event: |
|--|----------------------------|--------------------|
| Resident's Name(s): | | |
| Property Address: | | |
| Resident's Cell Phone No: | Home Pho | one No: |
| Emergency Contact Name: | Emergency Cor | ntact Phone No: |
| Event Purpose: | No. of Guests / | Cars:/ |
| Structure or Entertainment (Ex: bounce | e house. Clown. DJ. etc.): | |

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There must be NO disturbance of the peace. In the event that ANY resident calls the police or management office with a complaint of any nature that is coming from the event being held in the clubhouse, the ongoing activity will cease immediately, and all persons will be required to vacate the premises. No refund of the deposit fee will be made. Future ability to rent the clubhouse may be jeopardized.

All participants must park in guest parking spaces along the street, if there are no available spaces, street parking is permitted as long as driveway and right of way are not blocked in any way. There is no parking on any grassy areas, no exceptions. All participants must display a clubhouse rental parking pass. Only 12 passes will be allowed. Vehicles will be subject to towing and termination of the activity.

If more than 12 vehicles will be on the property you are required to hire a parking monitor to direct vehicles where to park.

No more than 30 guests can attend any event at the clubhouse.

Events may be held in the Clubhouse from 9:00 am to 10:00 pm – Sunday through Saturday. There is NO activity permitted after before 9:00 am or after 10:00 pm.

At the end of the event and after cleanup has been completed, all doors are to be locked, you may exit through the restroom hall, locking the door behind you. The hall restroom outside door will automatically lock behind you.

Rental Rules Contract

- 1) The association has the authority, in its sole discretion, to rescind permission for your use of the Clubhouse at any time.
- Resident hereby agrees to indemnify and hold the association (and the association's employees, management company, directors and agents) 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 outside of litigation and at both the trial and appellate levels, related in any way to Resident's use of the clubhouse pursuant to this agreement, and/or related in any way to any occurrence arising out of Resident's use of the clubhouse.
- Bounce houses, characters, entertainment etc. must be approved prior to renting. Insurance and documentation must be provided for the person or structure being used for the event.
- 4) Resident understands and agrees Paragraph 2 hereof shall apply despite any negligence or gross negligence on behalf of the association, or the association's employees or agents.
- Immediately upon conclusion of the party, resident agrees to return the clubhouse furniture and any other related common property to the same condition and location as they were prior to the party. Resident agrees to promptly reimburse the Association for any and all damage to the clubhouse, other common property and/or other personal and/or real property arising out of or related in any way to resident's use of the clubhouse pursuant to this agreement.
- Resident warrants and represents that he/she will institute adequate safety measures for the subject event at the clubhouse including, but not limited to, any necessary security personnel, and resident understands that the association is relying on resident's representation in this regard in permitting use of the clubhouse for the subject event.

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- 7) Resident warrants and represents that no alcoholic beverages will be served or allowed on the premises by resident or any other persons who are guests, employees, agents, licensees, or invitees of resident.
- Resident agrees to be solely responsible for all guests and invitees to the party. All children under the age of 18 will be supervised by an adult, and any violation of the governing documents or the law by any such party shall be deemed a violation by resident, actionable by the Association as such.
- 9) Resident warrants and represents that he/she is either the sole resident of the above stated real property within this community or that he/she is the authorized agent to execute this form for all co-residents and/or entities which own or co-own said real property.
- Resident understands and agrees that, as to any amounts due from resident to the Association hereunder, if resident fails to pay same within thirty (30) days of receiving a written notice from the Association, such amounts will be treated as on assessment against the resident (and the Association's real property in the community pursuant to the declaration).
- No modifications, Addendum or Amendment to this agreement shall be effective unless it is contained in writing signed by all the parties hereto.
- This Agreement shall be construed and interpreted under and in accordance with the laws of the state of Florida.
- In any action to enforce the provisions of this agreement: (a) the prevailing party shall receive its reasonable attorney's fees, at both the trial and appellate levels; (b) the parties agree to the exclusive jurisdiction of the State courts located in Palm Beach County, Florida the parties waive any and all rights to a trial by jury.

By signing below the resident accepts responsibility for the clubhouse usage; agrees that there shall be no nuisance caused to any residents of Joggers Run POA, Inc. and the clubhouse will be left in the same or better condition than prior to the rental. Failure to comply with any of the above will result in the unit resident being billed for the cost of restoration back to the condition prior to the activity held.

| Resident Signature: | | Date: |
|--|---------------------|-------|
| Resident Printed Name: | | |
| Joggers Run POA, Inc. Authorized Representative: | | |
| | (Please Print Name) | |
| Authorized Signature: | | Date: |

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JOGGERS RUN PROPERTY OWNERS' ASSOCIATION, INC.

ADDENDUM TO CLUBHOUSE RENTAL AGREEMENT

For the return of the renter's security deposit, the renter agrees to all terms and conditions by signing all sections below:

| | | Date |
|--|---|--|
| Signature of Nesident | | Date |
| NO ALCOHOLIC BEVERAGES OF ANY KIN | ND ARE PERMITTED AT ANY T | IME. |
| Signature of Resident | | Date |
| | | |
| | | |
| | | |
| WITH YOU TO YOUR HOME. DEBRIS/GA THE CLUBHOUSE. NOTHING MAY BE LI | ARBAGE INCLUDES SIGNAGE | AND DECORATIONS OUTS |
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| WITH YOU TO YOUR HOME. DEBRIS/GA THE CLUBHOUSE. NOTHING MAY BE LI | ARBAGE INCLUDES SIGNAGE | AND DECORATIONS OUTS |
| WITH YOU TO YOUR HOME. DEBRIS/GA THE CLUBHOUSE. NOTHING MAY BE LI ANY LOOSE DEBRIS/GARBAGE. | ARBAGE INCLUDES SIGNAGE . EFT INSIDE OR OUTSIDE. ALL | AND DECORATIONS OUTS . FLOORS MUST BE CLEAP Date |