

CLUBHOUSE USAGE AGREEMENT and WAIVER OF LIABILITY

Prior approval is required to hold a PRIVATE PARTY at the Forest Grove Pool and Clubhouse. Please complete this form and submit it to the Forest Grove Board. The Forest Grove Board will contact you regarding approval of your request to hold a Private Party at the Forest Grove Pool & Clubhouse. Completing and signing this form is your acknowledgment and acceptance of the rules and conditions of usage of the Forest Grove Pool & Clubhouse.

- Owners requesting Clubhouse usage must be current on all maintenance & HOA Fees.
• Vehicles may not be parked on grass or block the roadway.
• The legal drinking age in Florida is 21. Owners/USERS hosting the event are responsible for their guests.
• Pool & Clubhouse rules must be followed by all Owners/Users, guests and invitees and are posted in the Pool area.
• Forest Grove residents will be advised in advance, that the Pool & Clubhouse are CLOSED, during your Private Party.
• Owners/USERS hosting the event assume liability for any damage which occurs during their event at the Forest Grove Pool and Clubhouse.
• Private Event Fee is \$150. Cancellation fee, \$50.00 deducted if Event is canceled with less than 14 day notice.
• A refundable security deposit in the amount of \$200 is required for cleaning and will be used to have the Pool Area & Clubhouse cleaned should it not returned to its original condition.

There will be a Pre-Inspection of the Pool & Clubhouse Building and Grounds as well as post-Event inspection of the Clubhouse & Pool with the Owner/User and Forest Grove Board member.

Event Date: \_\_\_\_\_ Event Start Time/End Time: \_\_\_\_\_ to \_\_\_\_\_

Sign: \_\_\_\_\_ Printed Name: \_\_\_\_\_
Ownert/USER Owner/USER

Date: \_\_\_\_\_

The Forest Grove Board &/or GRS Property Manager, will advise you know whether your request is approved or denied within 10 days.

Marianne Noya, President Maria Frocke, Treasurer Michael Sacks, Director
Drew Ferrell, Vice President Roger Broederdorf, Secretary Jeanne Schumacher, GRS Mgt.

**FOREST GROVE POA, LLC**

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In the event damage is discovered by the Board or Management, upon their inspection of the Pool, Pool Area and/or the Clubhouse, the Board member and/or Management shall have the right to deduct the amount of any repair or cleaning costs from the Security Deposit, if any. Should repair and/or cleaning costs exceed the Security Deposit, I/we agree to pay the overage within 15 days of receipt of the Board or Management's claim for additional money.

Owner/USER does hereby remise, release, acquit and forever discharge Forest Grove POA, LLC, and Indian Springs Master Association, and its agents, representatives, insurers, successors, employees, owners, officers, directors and incorporators (collectively called the ASSOCIATION) from any and all causes of action, suits, debts, dues, damages, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, claims and demands of whatsoever kind or nature, in law or in equity, which Owner/USER, ever had, now has or may claim to have against each and any of them, relating to the use of the Forest Grove Pool and Clubhouse by Owner/USER and/or his/her agents, servants, employees, guests and/or invitees.

Owner/USER agrees to indemnify, defend and hold harmless the ASSOCIATION, and its agents, representatives, insurers, successors, employees, owners, officers, directors, and incorporators (collectively called the ASSOCIATION) from and against any and all claims, loss, liability, cost or expense based upon or arising out of or otherwise with respect to the use of the Forest Grove Pool and Clubhouse by Owner/USER and/or his/her agents, servants, vendors, employees, guests and/or invitees. Further, Owner/USER covenants and agrees, at his/her sole cost and expense, to indemnify, protect, and save ASSOCIATION harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgements, suits, proceedings, costs, disbursements or expense (including, without limitation, attorneys' and experts' reasonable fees and disbursements) of any kind or of any nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against ASSOCIATION and arising from or out of or in connection with the use of the FOREST GROVE Pool and Clubhouse by Owner/USER and/or his/her agents, servants, vendors, employees, guests and/or invitees, including and any all claims from third parties, invitees, guests, and other persons seeking relief from damage arising from the use of the FOREST GROVE Pool and Clubhouse by Owner/USER and/or his/her agents, servants, vendors, employees, guests and/or invitees, whether asserted directly against Owner/USER or asserted against the ASSOCIATION.

This AGREEMENT shall be governed by the laws of the State of Florida. The terms of this AGREEMENT cannot be changed in any manner whatsoever unless agreed to in writing by the parties hereto. Any dispute arising from or related to this AGREEMENT shall be litigated in a court of law in Palm Beach County, Florida. The prevailing party shall be entitled to an award of their reasonable attorney's fees and costs.

This Pool & Clubhouse Usage Agreement is dated \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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OWNER/USER PRINT & SIGN

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OWNER/USER PROPERTY ADDRESS

PHONE NUMBER

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FOREST GROVE BOARD or GRS MANAGEMENT

Private Party Fee Received: \$150.00 \_\_\_\_\_

Security Deposit Received: \$200.00 \_\_\_\_\_

FORM: PRIVATE PARTY AGREEMENT 2022

Cancellation Fee Deduction: \$50.00 \_\_\_\_\_

