

LAKES OF WESTCHESTER HOMEOWNERS ASSOCIATION, INC.

6799 Camille St.
Boynton Beach, FL 33437

RECREATIONAL FACILITIES RENTAL AGREEMENT

(Clubhouse, Pool, Tennis Court or Playground)

This rental Agreement ("agreement") is entered into this _____ day of _____, 20____
by and between Lakes of Westchester Homeowners Association, Inc. ("Association") and

_____ ("User") of _____
(Print Name of Owner/Resident) (LOW Owner Address)

Rental Rates:

\$500 Refundable Security Deposit (towards covering the cost of Repair and/or replacement of items damaged during the party or social gathering)

\$100 Non-Refundable Rental Fee If event is cancelled by the owner/resident, the \$100 rental fee is non-fundable.

The deposit or remaining balance thereof will be returned if there is no damage or the payment exceeds the cost of repair/replacement/cleaning.

**Application must be received no later than 30 days in advance of requested event date.
For processing of this application, please mail/drop-off to the address below:**

**C/O GRS Community Management
3900 Woodlake Blvd, Suite 309
Lake Worth, FL. 33463
Telephone: 561.641.8554**

The Clubhouse Committee will review your application. You will be notified if your request has been approved. A representative of the HOA will meet with the User to check the condition of the clubhouse prior to the event taking place.

The security deposit & rental fee payments shall be made by personal check or money order and will be deposited by the Association at the time of submission. After your event, the Association will issue the appropriate security fee by mail. Payments will be mailed to the address of record ONLY. This process may take up to thirty (30) calendar days.

Daytime Phone: _____ Alt. Phone: _____

Email Address: _____

Reserved Date: _____ Number of Guests: _____

Reserved Start Time: _____ AM / PM End Time: _____ AM / PM

Total Use Time: _____ Hours (Includes Setup and Breakdown Time) MAXIMUM 6 HOURS

Function Type: _____ Area Requested _____

User Initials: _____ Association Rep Initials _____

TERMS AND CONDITIONS OF CLUBHOUSE RENTAL

1. Clubhouse rental is permitted for the exclusive use of Members of Lakes of Westchester Homeowners Association ONLY. The Clubhouse may not be rented to any person who does not meet the aforementioned criteria of ownership or residency.
2. Exclusive use of the clubhouse or other recreational areas is not permissible. Any resident of the Association and their guests have the right to access and use any of the Association facilities during the party or social gathering.
3. All applicants must be over the age of 21 to enter into a rental agreement.
4. Clubhouse Hours designated for rental is 8:00AM – 11:00PM.
5. Applicant must be present at all times during the rental period (Setup, Function and Clean up).
6. Applicant shall not use or deface the walls of the clubhouse for decorative purposes. No nails, tacks or tape are permitted. Decorations must be free standing. Any violation of this policy will result in your deposit being forfeited.
7. No immoral, offensive or unlawful use shall be made of the Clubhouse. All laws and regulations of applicable governmental entities shall also be strictly observed.
8. The law does not permit smoking or under aged drinking at the clubhouse.
9. Alcoholic beverages may be served at adult functions only. User agrees to ensure that alcoholic beverages are consumed responsibly and not served to any individual under the age of twenty-one (21).
10. All persons under the age of eighteen (18) years of age shall be accompanied and closely supervised by an Owner or supervising adult over the age of twenty-five (25).
11. Appropriate attire shall be worn in the Clubhouse. Bare feet, bare chests and swimsuits shall be prohibited throughout the Clubhouse, except in specifically designated areas.
12. All belongings shall be removed from the Clubhouse when leaving. The Association shall not be responsible for belongings lost or stolen.
13. Firearms, fireworks or explosives of any kind are prohibited.
14. Clubhouse furnishings and decorations may not be removed from the building.
15. All trash/refuse must be removed from the Clubhouse and disposed of properly at the end of the event.
16. All cleaning supplies, paper goods and trash bags to be used during the function and clean up must be replaced by the User.
17. The Clubhouse must be left in the condition that it was in prior to the event. If the Association must clean or arrange the Clubhouse, you will only be reimbursed the remaining balance of the deposit after the cost of the repair, replacement of items, cleaning or etc.
18. All events must conform to the Palm Beach County Noise Ordinance.
19. Doors are not to be propped open and must remain closed so that the HVAC system works properly.
20. Equipment or supplies shall not be stored in any location unless designated in writing by Management. Any items that are being dropped off must be dropped off and retrieved the same day.
21. Maximum number of occupants in the clubhouse per event is 100 people.
22. Due to the limited amount of parking that is available at the clubhouse, no more than (9) vehicles belonging to event attendees may be parked at the clubhouse. Any additional vehicles must park along the odd side of Camille St. Do not block driveways.

User Initials: _____ Association Rep Initials _____

23. Any entertainment inside and outside must follow the rules and regulations set forth by the Association.
24. User is responsible for missing or damaged billiards, ping pong or foosball equipment.
25. Any food to be served by the User at the function must be provided by the User or a professional catering service.
26. Entry to restricted use areas such as locked cabinets, storage rooms, closets or items contained within are not permitted for use by User under any circumstance.
27. Use of the pool area shall also be governed by all other applicable Rules and Regulations posted.
28. Use of the Fitness Room and equipment shall be governed by all other applicable Rules and Regulations posted.
29. Use of Tennis Court and Playground area shall be governed by all other applicable Rules and Regulations posted.
30. The Association may cancel this Agreement at any time (i.) due to acts of God or disaster, (ii.) in the event User and any attendee defaults, violates, or fails to comply with any of the terms or conditions contained herein this Agreement, (iii.) in the sole opinion of the Association, it deems it necessary to do so.
31. An inspection will be completed by the Clubhouse Committee or other representative to assess condition of the clubhouse and review inventory list of clubhouse property to ensure all items are accounted for prior to reimbursement of deposit to User.
32. If event is cancelled by the homeowner/resident, a cancellation notice of not less than 3 days (72 hours) notice must be received by contacting GRS at Telephone: 561.641.8554. The Association will issue the appropriate security fee by mail but the \$100 rental fee is non-fundable.

DISCLAIMER:

The User/Owner hereby acknowledges that he/she has read and fully understands, and will comply with, the Documents of the Homeowner’s Association, as recorded and/or amended, and any and all Rules and Regulations pertaining to the Clubhouse, Pool, Tennis Court or Playground as established by the Board of Directors (The Board).

Signature of Applicant (User)

Date of Request

User Initials: _____ Association Rep Initials _____

******For Association Use Only****
CHECKLIST**

	YES	NO
Clubhouse Available on Requested Date?		
\$500 Refundable Deposit Received & Copy Attached?		
\$100 Non-Refundable Rental Fee Received & Copy Attached? (Distribution of \$50/Rental & \$50/Cleaning Fee)		
Disclaimer and Release Signed by Owner(s)?		
Application Approved?		

Comments or conditions: _____

The User is hereby granted the use of the Reserved Area on the Reserved Date and during the Reserved Time set forth, subject to the terms, conditions, and obligations set forth in this Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agreed to by User and the Association.

 Signature of Association Authorized Representative

 Title

 Print Name

 Date

User Initials: _____ Association Rep Initials _____

RELEASE, HOLD HARMLESS AND INDEMNIFICATION, ETC.

This Release, Hold Harmless and Indemnification is executed by

_____ (collectively "First Party") in favor of the
Lakes of Westchester Homeowners Association, Inc. ("Association").

1. First Party requests permission to host a party or other social gathering at the Association's Clubhouse, and/or Pool, Tennis Court, Playground, and/or other area of the Association in Boynton Beach, Florida. Use of these areas must be arranged through, and conducted only after permission has been granted by the Board of Directors.
2. As a condition of Association permitting First Party to conduct these activities, Association requires First Party to sign this Release, Hold Harmless and Indemnification.
3. The Association makes no representations whatsoever as to condition, safety or security of the Clubhouse or other common areas. First Party is using the Clubhouse and other common areas strictly at First Party's own risk.
4. First Party hereby releases, holds harmless and indemnifies the Association (and its Officers, Directors, managers, management company, agents and employees) for any and all claims, causes of action, suits, damages, and demands whatsoever, in law or in equity, for personal injury or property damage relating to the party or other social gathering First Party is hosting at the Association's Clubhouse, and/or pool, Tennis Court, Playground, and/or other area of the Association in Boynton Beach, Florida. This release, hold harmless and indemnification includes any personal injury or property damage occurring in the parking areas or other areas surrounding the Clubhouse.
5. First Party acknowledges that any resident of this Association and their guests have the right to access and use any of this Association's facilities during this party or social gathering.
6. First Party shall be responsible to leave the areas used in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.
7. First Party agrees to make a payment of \$500.00 as a deposit covering the cost of repair and/or replacement of items damaged during this party or social gathering. The deposit will be returned if it has been determined that there is no damage and the cost of repair/replacement/cleaning does not exceed the deposit. In addition, a non-refundable rental fee of \$100 will be charged at the signing of this contract.
8. First Party shall be financially responsible for additional costs if the cost of repairs or replacement exceeds the damage deposit, or if the cost of cleaning exceeds the cleaning fee. The Association shall be entitled to impose and collect all such additional costs against First Party's Lot as an assessment and lien collectible as any other assessment. If there is any dispute regarding damages or cleanup, the Board's decision shall be binding on First Party. If First Party's check is stopped or otherwise cannot be cashed, Association may pursue all remedies allowed by law and may also impose and collect the check amounts against First Party's Lot as an assessment and lien.
9. First Party shall ensure compliance with all Rules regarding the Clubhouse and/or Pool, Tennis Court, Playground, and/or other areas of the Association. Parking restrictions are in effect.

Witnesses (as to both):

Witness signature

First Party signature

Printed name

Printed name

Witness signature

First Party signature

Printed name

Printed name

Date: _____

Board Member Signature _____

Title _____

Date _____