

TUSCANY

Tuscany Property Owners Association, Inc.
14001 Gold Tigereye Trail
Delray Beach, Florida 33446
561-404-9261

RECREATIONAL FACILITIES RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered this ____ day of _____, 20____ by and between Tuscany Property Owners Association, Inc. ("Association") and the Owner/Resident listed below ("User").

Owner/Resident: _____

Lot #: ____ Property Address: _____

Telephone #: _____ Alternate #: _____

Reserved Area: _____ North: _____ South: _____

(Place an "X" to indicate)

Email Address: _____

Requested:

Reserve Date: _____ Start Time _____ am/pm End Time: _____ am/pm

Accept Check or Money Order (no cash or credit)

Rental Fee for the Social Hall and Kitchen (nonrefundable): \$300.00

(4 Hour maximum including set up and breakdown time)

The use of the Exterior Lounge and Swimming Pool Area are not included or available as part of this reservation.

Cleaning Fee (nonrefundable) \$85.00

Security Deposit: (use a separate check for this fee) \$300.00

Refundable following inspection without damages or required corrections)

TOTAL: \$685.00

EVENT INFORMATION:

Function Type: _____

Maximum Number of Guests: _____

Vendor(s): _____ Telephone #: _____

Vendor(s): _____ Telephone #: _____

The Terms and Conditions attached on the following pages are hereby incorporated into and made a part of this rental agreement.

CLUBHOUSE RENTAL TERMS AND CONDITIONS

The User is hereby granted the exclusive use of the Reserved Area on the Reserved Date and during the Reserved Time set forth above, 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.

1. **Rental Fee:** As consideration for the exclusive use of the Reserved Area, the User agrees to pay Association the Rental Fee of \$300.00 and \$85.00 Cleaning Fee. The Rental Fee will constitute a non-refundable fee and compensation to the Association for the use of the Reserved Area and includes a deep / sanitizing cleaning of the Reserved Area by the Association. For the purpose hereof, a deep / sanitizing cleaning means disinfecting and sanitizing all surface areas, wiping down tables, taking out and removal of bagged garbage, and broom sweeping/vacuum clean the Reserved Area. Any cleaning required in excess of deep / sanitizing cleaning (including without limitations, taking down and removal of decorations, bagging of garbage and removing all personal belongings) shall be the User's responsibility at the User's cost. Simultaneously with the execution of this Agreement, User shall pay the Rental Fee to the Association.
2. **Security Deposit:** In addition to the Rental Fee, User shall pay to the Association a Security Deposit of \$300.00. The Security Deposit shall serve to protect the Association against damages to the Association's property and facilities (the "Community Facilities") within Tuscany caused by the User, its family members, guests, invitees, employees, vendors and agents (collectively, the "Attendees"). The Security Deposit will be refunded to User, in full, unless in the sole discretion of the Association, it is determined that damages have been cause to any portion of the Community Facilities by any of the Attendees or if Reserved Area is not left in a clean condition as required by this Agreement. Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of the damages to the Community Facilities exceeds the Security Deposit amount. If, after inspection by Association, the Reserved Area is deemed to be in clean condition and no damage has been caused to any of the other Community Facilities by User and/or the Attendees, the full amount of the Security Deposit shall be refunded to User by the Association within fifteen (15) days after the Reserve Date.

The Security Deposit must be paid no less than fourteen (14) days prior to the Reserved Date. If this Agreement is executed less than 14 days prior to the Reserve Date, then the Security Deposit shall be paid simultaneously with User's execution of this Agreement. The Association has the right to terminate this Agreement and enter into an agreement with other residents within Tuscany for the use of the Reserved Area in event User fails to timely pay the Rental Fee and Security Deposit. Upon such termination by the Association, the User will no longer have the exclusive right to use the Reserved Area on the Reserved Date.

3. **Time Limits: Reserved Area:** User shall have the exclusive right to use the Reserved Area only during the Reserved Time set forth above and must vacate the Reserved Area no later than the end of the Reserved Time. The Association reserves the right to establish time limits due to other rental of either the Reserved Area, or other areas and facilities within Tuscany. Failure to abide by the time restrictions and requirements set forth in this paragraph shall be a User Default (as hereinafter defined).
4. **User Attendance:** User must be in attendance at the Function and act as a responsible supervisor at all times, without exception. User is to ensure that all Attendees abide by all Rules and Regulations of the Association and not cause any damages to the Reserved Area or any of the other Community Facilities. No more than the Maximum Number of Guests shall be permitted in or around the Reserved Area in connection with the exclusive use granted herein. User shall ensure that neither the Attendees nor the activities involved disturb or interfere with other residents' and guests' use of other Community Facilities or any other function.
5. **No Damage to Community Facilities and Reserved Area.** User shall not cause or permit to occur any damage to the Reserved Area or any of the other Community Facilities. In that regard, no decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples or any application that will cause irreversible damage. If any of the Reserved Area or Community Facilities is damaged by the act, failure to act, or negligence of the User, the Attendees, or any other persons admitted with Tuscany community on User's behalf, User shall pay to Association all sums necessary to repair and restore the Reserved Area and Community Facilities so damaged.
6. **Live Entertainment and Vendors:** Any live entertainment (DJ, Band etc.) and vendors attending the Function must be described in writing (including contact information) and first approved in writing by the Association. In connection with obtaining such approval, User shall obtain and provide the Association with a copy of such parties' liability insurance policies. Use of outdoor loudspeakers, sound systems or similar devices is prohibited and must be used only inside the Clubhouse.

Plans to us live entertainment, as well as the contact and insurance information for such live entertainment must be submitted to the Association at the time of reservation and confirmed no less than seven (7) days before the Reserved Date. User is solely responsible to contact and pay for any live entertainment and vendors, as well as all equipment, necessary or desirable by User for the Function. Notwithstanding anything to the contrary, the following services and/or equipment are not permitted to be brought or used upon any portion of Tuscany property, including, but not limited to the Reserved Area: snow, foam or confetti; moving rides or mechanical amusement rides, trampolines or bungee rides; live animals; or any other activity the Association, in its sole and absolute discretion, deems unsafe or destructive to people or property. Live entertainment and vendor service fees are all the sole cost and responsibility of the User and are not included in the Rental Fee. Failure to abide by the terms and conditions set forth in this paragraph shall be deemed a User Default.

7. Food Services/Catering: Any food to be served by the User at the Function must be provided by the User or a professional catering service (a "Caterer") and the Caterer must first be approved in writing by the Association. In connection with obtaining such approval, User shall obtain and provide the Association with a copy of the Caterer's liability insurance policy and all contact information. User shall provide all information required by the Association relating to any Caterer (including, but not limited to the Caterer's name, address, telephone number and insurance information) to the Association no less than seven (7) days before the Reserved Date. User is solely responsible to contact and pay for the Caterer. Caterer fees are all the sole cost and responsibility of the User and are not included in the Rental Fee. All cooking and grilling must take place in a designated area determined by the Association, and at all times away from buildings and landscaping. All food and beverages must be removed from the Reserved Area after the Function. Controlled and supervised warming of food in the Reserved Area by the User or Caterer must be approved by the Association no less than seven (7) days before the Reserved Date. Failure to abide by the terms and conditions set forth in this paragraph shall be deemed a User Default.
8. Alcoholic Beverages: Alcoholic Beverages may be served at adult functions only. In the event User intends to provide or permit the use of alcoholic beverages during the Function, the User must inform the Association at the time of reservation so that, at the Association's option, a security guard from a reputable licensed security agency may be scheduled at the User's additional expense. User agrees to ensure that alcoholic beverages are consumed responsibly and not serve alcohol to any individual under the age of twenty-one (21) or to persons who are intoxicated. User further agrees to accept and assume full responsibility and liability for the provision and consumption of alcoholic beverages by User and the Attendees. Serving alcoholic beverages without the security guard or with under-aged guests or, any other failure by User to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.
9. Noise; No Smoking: Doors and windows must be kept closed after 8:00 P.M., as noise and voices carry. Smoking is permitted in designated areas only, if any.
10. Liability; Indemnification: Use of the Reserved Area by User and the Attendees is at each of their sole risk. User is and shall be responsible for, and shall hold the Association harmless from, any and all losses, damages, liabilities, injuries (including death), judgments, causes of actions, repairs, fees, costs and expenses arising out of, resulting from and/or relating to the Function or User's and/or Attendees' use and enjoyment of the Reserved Area and/or the Community Facilities (collectively, "Claims") including, without limitation, any and all Claims involving the serving and/or consuming of alcoholic beverages at the Function. Accordingly, User hereby expressly agrees to indemnify, defend and hold harmless the Association and the Association's members, officers, directors, employees, representatives, agents, successors and assigns from and against any and all Claims including, without limitation, reasonable attorneys' fees and costs at trial, appellate and post-judgment levels and proceedings and whether suit be brought or not.
11. Insurance: User shall be responsible for ensuring that all vendors, caterers, and live entertainment have and shall maintain comprehensive general liability insurance that will cover any Claims made in connection with or arising out of the Function. Proof of such insurance coverage shall be provided to Association as provided in paragraphs 6 and 7. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder. Association has the right to require that any policy or insurance specifically include the Association as an additional insured.
12. User Default: In the event that the User and any Attendee defaults, violates or fails to comply with any of the terms or conditions contained in this Agreement (a "User Default"), the Association shall have the right to immediately terminate this agreement and retain the Rental Fee and Security Deposit paid by User, as well as deny User from receiving any of the Community Facilities in the future. If such User Default occurs after the commencement of the Function, in addition to the foregoing remedies, Association shall have the right to immediately stop the Function and require User and all Attendees, live entertainment, vendor(s) and the Caterer to immediately vacate the Reserved Area and all other portions of the Community Facilities.
13. Cancellation by Association: The Association may cancel this Agreement at any time: (i) due to acts of God or disaster, (ii) in the event of a User Default, or (iii) if in the sole opinion of the Association, it deems it necessary to do so. In the event the

Association terminates or cancels this Agreement due to any of the foregoing reasons (other than the event of a User Default) prior to the Reserve Date, the Rental Fee and Security Deposit paid by User to the Association shall be returned to User within fifteen (15) days after the date of the cancellation by the Association. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User Default) once the Function has commenced, then, the Security Deposit (but not the Rental Fee) shall be returned to User within fifteen (15) days of the date of cancellation or termination by the Association, provided no damages have been caused to any portion of the Community Facilities and the Reserved Area is left in a reasonable clean condition.

14. Cancellation by User: User must submit, in writing, notification of cancellation no less than seven (7) days prior to the Reserved Date in order to receive a refund of the Security Deposit and no less than fourteen (14) days prior to the Reserve Date in order to receive a refund of the Rental Fee. Refunds will be determined at the discretion of the Association and returned within fifteen (15) days of the Reserved Date.
15. Modifications/Alterations: No modifications and/or alterations shall be permitted to the Reserved Area or any other portions of the Community Facilities by User or the Attendees. No decorations may be pasted, tacked or nailed to any walls, ceilings, doors, poles or other improvements. Under no circumstances should any furniture, equipment or any other items be removed from the Community Facilities. Only the Association has the right to move or relocate any furniture, equipment or any other items located with the Community Facilities which need to be moved or relocated prior to or subsequent to the Reserved Date.
16. Restricted Use: The Attendees are not permitted to use or be unattended in any other areas of Tuscany not specifically reserved (except restroom facilities), unless approved by the Association in writing, which approval may be withheld in Association's sole and absolute discretion. Use of the swimming pool, pool deck, tennis court(s) and basketball court(s) in connection with the use herein is strictly prohibited. Failure by User or Attendees to abide by the terms and conditions set forth in this paragraph shall be deemed a User Default.
17. Parking: Vehicles may only park in designated parking areas. Violators shall be towed away by the Association at User's expense. User shall attempt to keep the number of vehicles to a minimum, if possible.
18. Compliance with Codes and Ordinances: User shall comply with all laws of the United States, the State of Florida, all ordinances of Palm Beach County and all rules and regulations and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of User's use of the Reserved Area and this Agreement.
19. Sums Due; Remedies for Nonpayment: Any sums of money owed by User pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms of this Agreement shall be treated as an assessment against User's Lot(s) capable of being the subject of a lien on User's Lot(s) and such other remedies (including foreclosure) that the Association may have under the Association's governing documents, similar to other Assessments as provided in the Association's governing documents, together with interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of such lien at all trial, appellate and post-judgment levels and proceedings and whether suit be brought or not. Such sums, if not paid when due, shall bear interest from the due date until paid at the maximum rate as allowed by law. Nothing in this paragraph shall limit the Association from exercising any and all other remedies Association may have under the Association's governing documents and/or applicable law for any such nonpayment by User.
20. Attorney's Fees: In the event of a dispute arising out of or in connections with this Agreement and/or User's Rental and use of the Reserved Area and Community Facilities, the prevailing Party shall be entitled to recover all costs incurred in connection with such dispute, including, without limitation, reasonable attorney's fees and costs incurred through and including all trial, appellate, and post-judgment levels and proceedings and whether or not a lawsuit is commenced.
21. Jury Waiver: USER KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT USER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHT OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND/OR USER'S RENTAL AND USE OF THE RESERVED AREA AND COMMUNITY FACILITIES.
22. Severability: Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of the Agreement. If any provision of this Agreement shall be found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

23. Governing Law: The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.
24. Headings: All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.
25. No Assignment: User may not assign or transfer its rights or interests under this Agreement.

THE UNDERSIGNED USER AND ASSOCIATION, HAVING FULLY READ THE FOREGOING, HEREBY CONSENT AND AGREE TO THE FOREGOING RENTAL AGREEMENT.

USER:

Date

By: _____

Print Name: _____

Date

By: _____

Print Name: _____

ASSOCIATION:

TUSCANY PROPERTY OWNERS ASSOCIATION, INC.

Date

By: _____

Print Name: _____