

CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM ASSOCIATION, INC.
AGREEMENT FOR THE EXCLUSIVE USE OF THE CLUBHOUSE FACILITY

THE CLUBHOUSE IS NOT AVAILABLE FOR RENT ON THE FOLLOWING HOLIDAYS:

Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve and New Years Day.

NO EARLIER THAN 6:00PM ON FRIDAYS, 9:00 AM TO 12:00 AM ON SATURDAY AND SUNDAY.

This Agreement is made between **CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM ASSOCIATION, INC.** (the "Association" and _____ (hereinafter referred to as "User"), who must be 21 years of age or older and the owner(s) of record is/of at property address: _____ West Sample Road, Coral Springs, Florida at Cypress Pointe at Coral Springs Condominium for the exclusive use of the Clubhouse located at 6600 West Sample Road, Florida 33067 (the "Clubhouse"), for a **Rental fee of \$75.00 for owners, \$250.00 for tenants & Security Deposit of \$500.00, both payments due at time of booking the Event.** The event hours will be between the hours of _____ am/pm and _____ am/pm on _____, 202____.

Number of Guests Expected: _____.

The person(s) is subject to the following conditions and provisions:

RENTAL FEE AND SECURITY DEPOSIT: (payable to Cypress Pointe at Coral Springs COA in the form of cashiers check or money order).

An additional charge of \$20.00 to open the Clubhouse and \$20.00 to close the Clubhouse is required, to be paid in cash, to the Management personnel designated to open/close the facility. The \$40.00 cash payment to be made to staff members at the TIME OF OPENING.

The User shall remit, with this Agreement, a **non-refundable rental fee** in the amount of \$ _____, Check No: _____ for a maximum of six (6) hours of exclusive use of the Clubhouse and a **refundable security deposit** in the amount of **\$500.00**, Check No. _____. The Clubhouse must be cleaned and in the condition prior to the event, security deposit may be used for expenses of cleaning and/or repairs, and/or replacement of the facility or its contents sustained during the User's event.

The security deposit will be forfeited in full or in part as a result of any violations of the Rules regarding the rental of the facility contained herein.

RULES – (Revised 6/20/19)

The User hereby agrees to abide by and conform to all Rules and Regulations of the Association, as contained in the Association's documents, as well as those attached hereto. In addition, all tables and chairs are to be returned to their original placements in undamaged condition, furniture in the Clubhouse cannot be removed, nor is the party to extend into the use of the Clubhouse front entry areas, sidewalks or parking lot area. Any violation of the Rules and Regulations of the Association or the terms and conditions of this contract may result in the forfeiture of the security deposit in full.

INDEMNIFICATION -

User (indemnitee) hereby agrees to hold the Association (indemnitor) harmless and to indemnify it against any public liability and/or property damage liability which may arise or accrue directly or indirectly by reason of the use by User of the facilities. The Association shall not be responsible for any damage or injury, including wrongful death that may occur to the User or Users' guests, Invitees, licensees, agents, servants or employees, or property from any cause whatsoever, during the period covered by this Agreement; and User hereby expressly releases the Association from and agrees to indemnify it against any and all claims for such loss, damage or injury, Including wrongful death. It is expressly understood and agreed to by the User and the Association that the indemnitor shall further Indemnify the indemnitee against any and all claims for liability occasioned by the indemnitees' sole negligence, whether based upon a negligent act or failure to act by the Association, its officers, directors, agents, and/or employees. Further, the Association requires the User to produce satisfactory evidence of adequate liability coverage under User's homeowner's insurance.

COVENANTS -

- 1) The event hours and date can **ONLY** be altered/changed **fourteen (14) days PRIOR** to the scheduled event.
- 2) User, and all persons upon the Clubhouse premises, at his/her request, will comply with all laws of the United States, the State of Florida, the City of Coral Springs, and ordinances of Broward County and all Rules and requirements of the local public safety departments, as well as the terms and conditions set forth in the governing documents of the Association, in the same manner as is required of Association members when using the Clubhouse facilities. User shall be present throughout leasehold period.
- 3) User, and all persons upon the Clubhouse premises, at his/her request, shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced.
- 4) If said premises, furnishings, or any portion of said building during the term of this Agreement shall be damaged by the act, default, or negligence of the User, or the User's agents, employees, patrons, guests or any persons admitted to said premises by the User, User shall pay to the Association upon demand, such sum In excess of the security deposit to be retained as shall be necessary to restore said premises to the condition in which the User received the premises.
- 5) User shall be responsible for any attorneys' fees and costs incurred by the Association in enforcing any of the provisions of this Agreement. Any sums of money owed by the User as a result of the breach of any of the terms hereof In excess of the security deposit to be retained shall be treated as an assessment against User's unit for any unpaid assessment and interest thereon, together with reasonable attorneys' fees and costs incurred by the Association, Incident to the collection of the assessment of enforcement of the lien, which lien shall be available to the Association against User's lot or unit to secure any sums of money pursuant to the terms of this Agreement. Assessments and installments due thereon, not paid when due, shall bear Interest from the due date until paid at the maximum Interest rate allowed by law. The Association may bring action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring action to recover a money judgment for the unpaid assessments without waiving any claim of lien. In the event of any litigation arising out of the terms of this Agreement, venue Is said to lie In Broward County, Florida.

- 6) The Association and/or the Association's Agent reserves the right to enter the premises during the period of the User's use to eject any person or persons acting in a manner deemed objectionable in the sole discretion of the Association and/or to prevent any damage to or destruction of property. No excessive loud noises or obnoxious or offensive activity is permitted upon the Clubhouse premises. Users must conform to City of Coral Springs noise ordinance.
- 7) Users must always be present at the facility; the Clubhouse **CANNOT** be left unattended at any time.
- 8) The User shall be fully responsible for the acts or omissions of the User, User's guests, invitees, licensees, agents, employees or servants.
- 9) When using vendors for your function, the vendor must provide a certificate of insurance listing Cypress Pointe Condominium Association and the homeowner as additionally insured.
- 10) All rental supplies and equipment **MUST BE REMOVED** by the next business day. A storage fee may be assessed for equipment that stays more than 48 hours.
- 11) Use of the clubhouse cannot extend beyond 12:00 A.M.
- 12) The **maximum capacity of the Clubhouse is limited to 50 people** unless otherwise limited by the City Code. At no time shall attendees and service personnel at User's event exceed the applicable maximum capacity as set forth herein.
- 13) The clubhouse, including the lavatories, must be cleaned immediately after the function is over and left in the same condition as same was found before the event began. The user is responsible for removing all garbage from the Clubhouse and disposing of it properly. All garbage brought in the compactor area must be compacted.
- 14) The Kitchen area must be left completely clean, including but not limited to, the removal of all articles from refrigerator, microwaves, sink, dishwasher and countertops wiped down. All decorations put up on the premises for the function must be removed when it is over. Lavatories/restrooms are to be cleaned and free of any trash.
- 15) If it becomes necessary for authorities (i.e., police, fire, rescue, etc.) to be called due to a problem of misconduct at any function, the function is to immediately cease regardless of the hour. Misconduct shall include but not be limited to loitering of guests outside of the Clubhouse entry, Community driveway and sidewalks or Clubhouse parking lot areas. Security and Agent, if employed by the Association, shall also have the authority to have User's function cease for violations and infractions provided, however, that he/she has obtained approval from a Board of Director of the Association.
- 16) The use of any type of barbecue or cooking equipment anywhere on the pool deck or outside the clubhouse building, is strictly prohibited. **NO GLASS is allowed on the pool deck and tiki bar areas.**
- 17) Due to insurance restrictions, the **fireplace may NOT be utilized.**

- 18) Doors marked NO EXIT may not be opened.** Doors that are opened must be closed and secured at the end of the function by utilizing the pins in the door frame located at the top and bottom of the door. Failure to secure doors properly may result in the alarm being activated. If the police department should respond to such an alarm activation due to improper use/securing of the clubhouse doors, the User will be responsible for any expense Incurred.
- 19)** User certifies children under the age of eighteen (18) attending the event covenanted herein will be always supervised by an adult. User assumes all responsibility for any damage, injury, or misconduct by all persons, including children under the age of eighteen (18) in attendance at the event covenanted herein.
- 20)** The presence upon, and **servicing of, alcoholic beverages to minors on Clubhouse premises is strictly prohibited.** The user hereby acknowledges and agrees to fully abide with this restriction.
- 21) NO SMOKING is allowed** at any time within the Clubhouse and lavatories.
- 22)** Firearms, fireworks or explosives of any kind are prohibited.
- 23)** All cars MUST be parked in guest spaces ONLY. The Guest spaces are located on the south side of the property nearest to the Mail Kiosk. Guests are NOT allowed to park outside the clubhouse and are NOT allowed to double-park. Guests are also NOT allowed to park in assigned spaces or in spaces Reserved for Building residents. Guests can also park offsite, failure to abide by this may result in your vehicle being immediately towed at the vehicle owner's expense AND YOU WILL FORFEIT YOUR \$500.00 SECURITY DEPOSIT.
- 24)** The user agrees to inspect and report in writing any damages/irregularities upon the Clubhouse premises to the Association prior to commencement of use of same; otherwise, the condition of the premises will be deemed acceptable.
- 25)** Users must contact Management personnel the business day before the event to confirm access to the Clubhouse. Upon the opening of the Clubhouse, prior to the event, User and Management personnel will complete Pre-event Inspection Form. Any Damages/Irregularities upon/within the Clubhouse premises to the Association prior to commencement of use of same must be noted during inspection; otherwise, condition of the premises will be deemed acceptable.
- 26)** Users must meet with Management personnel to complete the **Pre-event Inspection Form**, which is required to be completed during daylight hours. In the event the function ends during evening hours, User must meet with Management personnel directly after the event or the morning of the next business day following the event (Monday), to complete Post-event Inspection Form. Any damages/irregularities/additional clean-up will be noted. If User fails to appear for Post event Inspection, condition of the premises noted by the Management personnel who completes said Inspection, will be deemed approved and accepted by the User; any damages/irregularities/additional clean-up noted will be deducted from the security deposit. If clean-up of the clubhouse after your function is longer than 15 minutes, you will be charged \$100.00 per hour for clean-up, which will be deducted from your security deposit.

27) In the event there are two (2) scheduled events within one weekend, the User agrees to meet with Management personnel the following morning (Saturday/Sunday), incurring an additional fee of \$20.00 to be paid to Management personnel, to complete **Post event Inspection Form**. Any damage/irregularities/additional clean-up will be noted. If User fails to appear for Post-event Inspection, condition of the premises noted by the Management personnel who completes said inspection, will be deemed approved and accepted by the User; any damages/irregularities/additional clean-up noted will be deducted from the \$500.00 security deposit.

SEVERABILITY -

Should any paragraph or portion thereof of this Agreement be found to be unenforceable by a Court, such finding shall apply only to the provision or portion thereof found to be unenforceable and shall operate to leave all other paragraphs and portions of this Agreement in full force and effect.

I/We understand and will adhere to the terms of this Agreement, and I hereby accept full responsibility for any liability claims that may occur from this function being held at the CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM ASSOCIATION, INC.

Print Name of **Tenant** (User)

Signature of **Tenant** (User)

Date

Tenant Contact Telephone No.

Print Name of **Homeowner** (User)

Signature of **Homeowner** (User) **REQUIRED**

Date

Homeowner Contact Telephone No.

User's Association Property Address

Unit No.

Insurance Company Name

Policy Number