



10950 Mantova Bay Circle • Boynton Beach, FL 33473 • (561) 336-2538

RECREATIONAL FACILITIES RENTAL AGREEMENT

This rental Agreement ("Agreement") is entered into this _____ day of _____, 20____ by and between Canyon Trails Homeowners Association, Inc. ("Association") and _____ ("User") of _____

(Insert name of Owner/Resident)

(Lot #/Property Address)

Phone: _____ Email: _____

RENTAL RATES:

Social & Kitchen:

\$350 Rental Fee & \$600 Security Deposit

Activity Room:

\$200 Rental Fee & \$200 Deposit (Additional for use With Social Hall Rental ONLY-With Private restroom)

Aerobics Room:

\$100 Rental Fee & \$50 Security Deposit

Party Pavilion & Lawn:

\$200 Rental Fee & \$250 Security Deposit

Indoor Basketball Court:

\$400 Rental Fee & \$600 Security Deposit

All rentals require a \$250-\$600 Security Deposit for EACH room.

Check is to be made out separately from the rental fee.

The Arcade, Exercise room (gym) and pool deck are not available to be rented at any time.

Reserved Date: _____ Max. Number of Guests: _____

Reserved Time (Max. 6 hours Party Time) Start Time: _____ AM/PM to End Time: _____ AM/PM

Total Use Time: _____ Hours (INCLUDING SETUP AND BREAKDOWN TIME)

Function: _____ Room Requested: _____

To be Held in the reserved area on the reserved date during the reserved time.

Vendor(s): _____ (COPY OF INSURANCE CERTIFICATE REQUIRED NAMING THE ASSOCIATION AS ADDITION INSURED)

Vendor Contact Name/Phone: _____

Caterer: _____ Phone: _____

Rental Fee Agreement: _____ Date: _____ Check #: _____

Security Deposit Amount: _____ Date: _____ Check #: _____

FAILURE TO ABIDE BY THE RENTAL TIME LIMIT, FOLLOW PROPER USE OF RESERVED ROOM, AND/OR ABIDE BY ANY OF THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT WILL RESULT IN FULL FORFEIT OF PARTIAL OR FULL SECURITY DEPOSIT.

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 the Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agreed to by User and Association.

Initials: _____



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1. **Rental Fee.** As consideration for the exclusive use of the Reserved Area, the User agrees to pay Association the Rental Fee. Except as otherwise specifically provided herein, the Rental Fee will constitute a non-refundable fee to the Association for the use of the Reserved Area
2. **Deposit Fee.** In addition to the Rental Fee, User is required to pay the Security Deposit. The Security Deposit shall serve to protect the Association against damages to the community facilities within Canyon Trails caused by the User, its family members, guests, invitees, employees, vendors, and agents (collectively the "Attendees"). It is also to protect the rules and regulations set forth within this agreement that all information outlined is adhered to. **The deposit will be refunded to User, in full, unless in the sole discretion of the Association, it is determined that damages have been caused to any portion of the community facilities or if the Reserved Area is not left in a reasonably clean condition and/or the rules within this agreement are breached.** Said Security Deposit shall in no way constitute limitation on the User's liability if the amount of damages to the community facilities exceeds the Security Deposit amount. If, after inspection by Association, the Reserved Area is deemed to be in good order and no damage has been caused to any of the other community facilities by User and/or the Attendees, and the rules and regulations set forth within this agreement are adhered to, the full amount of the Security Deposit shall be refunded to User by the Association within fifteen (15) days after the Reserved Date.
3. **Payment of Fees.** The Rental Fee and the Security Deposit must be paid no less than fourteen (14) days prior to the Reserved Date. The Association has the right to terminate this Agreement and enter into an agreement with other residents within Canyon Trails for the use of the Reserved Area in event User fails to timely pay the Rental Fee and the 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.
4. **Indemnification.** User hereby expressly releases, indemnifies, defends and holds harmless the Association and each of its officers, directors, representatives, agents, and members from and against any and all claims, causes of actions, losses, damages, injuries, liabilities, costs and expenses, including without limitation, Legal Fees (as hereinafter defined), arising from, related to, or in any way connected with the use by User and/or the Attendees of the Reserved Area and any of the community facilities. User further expressly releases, indemnifies, defends and holds harmless the Association and each of its officers, directors, representatives, agents, and members from and against any and all claims, causes of actions, losses, damages, injuries, liabilities, costs, and expenses, including without limitation, Legal Fees (as hereinafter defined) which may be sustained by User and/or the Attendees. User understands and agrees that the use of the community facilities described herein is at his/her/their own risk.
5. **Insurance.** User hereby agrees to assume all responsibility for insurance respecting the community facilities during use under this Agreement and to assert no claim of coverage under any insurance policy of Association during the period of such use. Proof of Owner's Insurance Coverage or Renter's Insurance Coverage, as applicable, shall be a condition precedent to this Agreement. 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 of insurance specifically include the Association as an additional insured.
6. **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. No more than the Maximum Number of Guests, as set forth above, 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 any other function or the use of other community facilities by other residents and their guests.
7. **Damage to Community Facilities and Reserved Area.** User shall not injure, nor mar, or in any manner deface any portions of the community facilities, including, without limitation, the Reserved Area, and shall not cause or permit anything to be done whereby the community facilities shall be in any manner injured, marred, or defaced. If any portion of the community facilities or Reserved Area is damaged by the act, default, or negligence of the User, the Attendees, or any other persons admitted within the Canyon Trails community on User's behalf, User shall pay to Association upon demand such sum as shall be necessary to restore said community facilities and/or Reserved Area to their present conditions.
8. **Liability.** User is responsible for any and all liability, damages, expenses, repairs, or injury occurring on any part of the Canyon Trails community caused directly or indirectly by the User and the Attendees occurring on the Reserved Date.
9. **Time Limits.** **User shall have the exclusive right to use the Reserved Area during the Reserved Time not to exceed 6 hours set forth above, and must vacate the Reserved Area no later than the expiration 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 Canyon Trails. Failure to abide by the 6-hour time restriction and requirement set forth in this Paragraph shall be deemed a User Default (as hereinafter defined).

10. **Cleaning/Restoring.** The User is responsible for cleaning and restoring the Reserved Area and any other facilities or surrounding areas used by User and/or the Attendees. All setup and cleanup time are considered to be a part of and must be performed within the Reserved Time. Use of unreserved time to complete any setup or cleanup shall be deemed a User Default (as hereinafter defined). **The Reserved Area, and any other facilities or surrounding areas used by User and/or its Attendees, must be restored to its original condition and left broom clean immediately after use thereof. All decorations and trash inside and outside the facility must be removed prior to vacating the premises, immediately following the event. You must provide your own trash bags.** If requested by User, the Association agrees to conduct a "walk-through" of the Reserved Area with the User prior to the use for the purposes of determining the original condition. An Inspection Form will be completed by the User and the Association's Property Manager or other representative.

11. Association Not Responsible.

A. The Association is not responsible for damages or loss of any personal property, merchandise, or other articles left in the Reserved Area or any part of Canyon Trails by User or any of the Attendees prior, during, or after the Function. The User hereby indemnifies and holds the Association harmless from any such claims made by the User or the Attendees.

B. The Association is not responsible for any User, Guests, invitees or attendees contracting or transmitting the COVID-19 virus. The use of the amenities for the purpose of renting for an event is at the sole discretion of the User and their guests, invitees and/or attendees. Use of the amenities for rental purposes is at the Users and their guests, invitees and/or attendees own risk. The Association will not be held liable in the event that any one person attending said event contract or transmit the COVID-19 virus. The User is responsible for their guests, invitees and/or attendees at all time. The user is responsible for making sure all their guests, invitees and/or attendees are wearing proper face coverings at all times during the event and within all areas of the clubhouse premises. The User is responsible to ensure proper social distancing is set in place during time of event. Failure to ensure all guests, invitees and/or attendees are wearing facial coverings and adhering to social distancing guidelines will result in User forfeiting the right to the return of the security deposit and may also incur additional fees for the necessary cleaning and sanitizing of room that has been reserved for said rental.

12. **Cancellation by Association.** 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 (a "User's 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 in the event of a User's Default) prior to the Reserved 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's Default) once the Function has commenced, then the Security Deposit 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 reasonably clean condition.

13. **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 Reserved Date in order to receive a refund of the Rental Fee. Refunds will be determined at the discretion of Property Manager and returned within fifteen (15) days of the Reserved Date.

14. **Live Entertainment.** Any live entertainment outside is prohibited after dusk as it will follow the rules and regulations of the outdoor facilities, i.e., pool and tot lot.

15. **Noise.** Doors and windows must be kept closed after 8:00 P.M., as noise and voices carry.

16. **Rental of Party Services/Vendors.** All agreements and fees with any outside vendors for the rental of party services and/or equipment are the responsibility of the User.

17. **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"). 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 Property Manager no less than seven (7) days before the Reserved Date. All cooking and grilling must take place in a designated area determined by the Property Manager, and at all times away from buildings and landscaping. Failure to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

18. **Alcoholic Beverages.** Alcoholic beverages may be served at adult functions only. User agrees to ensure that alcoholic beverages are consumed responsibly and not to serve alcohol to any individual under the age of twenty-one (21). User further agrees to accept and assume full responsibility and liability for the provision and consumption of alcoholic beverages by User and the Attendees during the use of the community facilities and hereby expressly releases, indemnifies, defends and holds harmless the Association (and each of its respective officers, directors, representatives and members) from and against any and all claims, causes of action, losses, damages, injuries, liabilities, costs, and expenses (including without limitation, Legal Fees) arising from, relating to, or in any way connected with the use of alcoholic beverages at the Function. Serving alcoholic beverages to an under-aged guest fails to abide by the terms and conditions set forth in this Paragraph and shall be deemed a User Default.

19. **Smoking.** Smoking is permitted in designated areas only, if any.

20. **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.

21. **Restricted Use.** The Attendees are not permitted to use or be unattended in any other areas of Canyon Trails not specifically reserved (except restroom facilities), unless excused by the Property Manager. Use of the swimming pool deck, tennis court, indoor and outdoor basketball court, arcade room, and kids activity room in connection with the use herein is strictly prohibited. Failure by User or the Attendees to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

22. **Parking.** Vehicles may be parked only in designated parking areas. All vendors must be assigned a parking location by the Property Manager. Violators shall be towed away by the Association at the User's expense. User shall attempt to keep the number of vehicles to a minimum, if possible.

23. **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 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.

24. **Sums Due.** 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 hereof shall be treated as an assessment against User's Lots) capable of being the subject of a lien on User's Lots), 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. Such sums, if not paid when due, shall bear interest from the due date until paid at the maximum rate as allowed by law. Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The lien and foreclosure procedure shall be in accordance with the applicable provisions of the Declaration of Covenants, Restrictions, and Easements for Canyon Trails (the "Declaration"). The Association may also elect to institute suit against the User to enforce the payment of any sums due hereunder. Nothing in this Agreement in any way limits the Association's remedies with respect to the enforcement of this Agreement or the Declaration, Articles of Incorporation, Bylaws, or the rules and regulations promulgated in connection therewith.

25. **Delinquent Homeowners:** Any Homeowner that is 90 days or more in arrears with their Homeowners Association fees may not be allowed to rent the clubhouse for exclusive use or use by a guest of said Homeowners). Any User of the clubhouse that becomes 90 Days or more in arrears after reserving the clubhouse for use may be subject to termination of their rental contract and any fees for the use of the clubhouse will be forfeited and applied to the balance of the Homeowners account in delinquency.

26. **User Default**

A. **Prior to Function.** In the event a User Default occurs prior to the commencement of the Function, the Association shall have the right to immediately terminate this Agreement and the rights of User hereunder. Such User Default shall result in the forfeiture of the Rental Fee and the Security Deposit and the possible denial of future rentals.

B. **During Function.** In the event a User Default occurs at or subsequent to the commencement of the Function, the Association shall have the right to immediately terminate this Agreement. Such termination will result in the immediate termination of the rights of User hereunder, the immediate removal of the User and all Attendees from Reserved Area and all of the community facilities, the forfeiture of Rental Fee and the Security Deposit, and the possible denial of future rentals.

C. **After Function.** In the event a User Default occurs after the function, the Association has the right to keep and process the Security Deposit provided prior to event.

27. **Party Monitor:** In the event a User reserves any of the available rental options and said event is taking place before and after period that no office staff nor security personnel will be on duty, User must pay separately from the rental fee and security deposit, a fee for standard rate of security services to act as a "party monitor". If a party monitor is needed for additional hours, the monitoring of the premises will be exclusive for said event and will not be monitoring other areas of the community during said event. The party monitor fee must be paid prior to the rental date and will be cashed before said event. The fee for a party monitor will be billed at an hourly rate and will be determined by the current security company contracted by the Association at the time of said event. Minimum of 4 hours needed for additional party monitor.



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THE UNDERSIGNED USER, HAVING FULLY READ THE FOREGOING, HEREBY CONSENTS AND AGREES TO THE FOREGOING RENTAL AGREEMENT.

USER:

DATE

SIGNATURE

PRINT NAME

THE UNDERSIGNED, ON BEHALF OF THE ASSOCIATION, HEREBY CONSENTS AND AGREES TO THE FOREGOING RENTAL AGREEMENT.

OFFICE USE ONLY BELOW THIS LINE

ASSOCIATION:
CANYON TRIALS HOMEOWNERS
ASSOCIATION, INC.

DATE

SIGNATURE

PRINT NAME



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RELEASE AND WAIVER

I, _____ (Print Name), hereby execute this Release and Waiver ("Release") In connection with my: (a) use of the Canyon Trails clubhouse and amenities (the "Center") which is owned and maintained by Canyon Trails Homeowners Association, Inc. (the "Association") and which was developed by Boynton Beach Associates XXIII, LLLP (the "Developer"), and/or (b) general use of the Center and the equipment and facilities located therein (collectively, the "Center Facilities"), and hereby agree as follows:

1. I am over the age of 18. I understand that I am responsible for my safety while using the Center and the Center Facilities, and I will therefore fully familiarize myself with the safe use of the Center Facilities.
2. I fully understand that physical exercise can be strenuous and subject to risk of serious injury and/or death, and that I should seek the advice of a physician before beginning use of the Center Facilities and/or participating in any activity or fitness classes in the Center. I will only participate when I am physically able to use the Center Facilities.
3. I understand and agree that my use of the Center Facilities bears both known risks and unanticipated risks that could result in serious injury, permanent disability, death, illness, disease, emotional distress, damage, and/or loss to me and/or my property, as well as to third parties and/or their property. I acknowledge and agree that I know, understand, and appreciate the risks (known and unanticipated) of participating in fitness activities, classes, programs, and instruction at the Center and/or the Center Facilities. I know that these known and unanticipated risks may result from my own actions, the actions of others, or a combination of both. I assume all risk (known and unanticipated) of serious injury, permanent disability, death, illness, disease, emotional distress, damage, and/or loss to me and/or my property and to third parties and/or their property that may result.
4. I, for myself, my family, my heirs, my legal guardians, my personal and legal representatives, my estate, my successors, and my assigns, hereby voluntarily release, waive, relinquish, surrender, and forever discharge the Association, the Developer, the Center, and their respective parents, subsidiaries, affiliates, partners, officers, directors, shareholders, agents, employees, contractors, representatives, successors, and assigns (collectively, the "Released Parties") for many and all losses, liabilities, claims, actions, causes of action, damages, costs, and/or expenses which I may have for personal injury, property damage, wrongful death, or otherwise arising out of or in any way connected with my use of the Center, use of the Center Facilities and/or any service, product, activity, class, program, or instruction offered or sold by any of the Released Parties at or in connection with the Center and the Center Facilities. I understand that this release and waiver includes any claims based on any action or inaction, negligent, intentional, or otherwise, of the Released Parties and/or any other person.
5. Should any of the Released Parties incur attorneys' fees, costs, or other expenses to enforce this Release, whether or not any proceeding is actually commenced, I agree to indemnify and reimburse them for such fees, costs, and expenses at trial and through all appellate levels and proceedings whether or not suit be brought.
6. This Release and any disputes arising under or related to it will be governed and interpreted pursuant to the laws of the State of Florida, without regard to its conflicts of law rules, and venue for any such actions shall be in Palm Beach County, Florida. I KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT I 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 RELEASE. THIS MEANS THAT A JUDGE AND NOT JURY WILL BE THE TRIER OF FACT IN RESOLVING ANY ACTION, SUIT, OR PROCEEDING REGARDLESS OF (A) THE NATURE OF THE ACTION, SUIT, OR PROCEEDING, (B) WHETHER THE ACTION, SUIT, OR PROCEEDING IS BASED IN CONTRACT, TORT, NEGLIGENCE, STATUTE, OR OTHERWISE, AND (C) THE NATURE OF THE INJURY ALLEGED (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER ECONOMIC OR NON-ECONOMIC DAMAGE).
7. This Release is intended to be as broad as is permissible under the laws of the State of Florida. If any provision of this Release 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 Release and shall not affect the validity and enforceability of any remaining provisions. No one has represented to me that the Association and/or the Developer would not seek to enforce each and every provision of this Release.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS HEREIN. I HAVE SIGNED THIS RELEASE FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNATURE: _____ **DATE:** _____ **DATE OF BIRTH:** _____

PRINTED NAME: _____



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TABLE & CHAIR RENTAL

Tables and chairs can only be rented for the Social Hall and Indoor Gym.
Pavilion rentals are not able to rent Association tables and/or chairs.

Name: _____ Address: _____

Date of Event: _____

Please indicate how many tables and/or chairs will be needed.

_____ 6ft. Rectangular tables @ \$10 each = \$ _____

_____ 5ft. Round tables @ \$10 each = \$ _____

_____ Chairs @ \$2 each = \$ _____

Total = \$ _____

The table and chairs are not a required part of the rentals. They are based on availability only and there is no guarantee for use.

Tables and chairs will be placed on the side of the room. It is the responsibility of the party to put the additional tables and chairs back as they were found.

Any damage done to the tables, chairs and/or walls as a result of improper handling will result in forfeit of the rental security deposit.