



THE MARQUESA

THE MARQUESA AT PEMBROKE CONDOMINIUMS ASSOCIATION, INC.

CLUBHOUSE RENTAL AGREEMENT

Date: _____

Name of Homeowners (s): _____

Address: _____

Email: _____

Telephone: _____

Date of Rental: _____

Time of Party: _____

Number of Attendants: _____

Rental Fee: \$300.00

Cleaning Fee \$100.00

Deposit: \$800.00

The clubhouse facilities may be rented for private parties sponsored by The Marquesa at Pembroke Condominiums Association, Inc. All clubhouse rentals are limited to the hours of (To be discussed) with a maximum attendance of one hundred (100) people. For every ten (10) guests under the age of twenty-five (25) years, and adults over the age of twenty-five (25) years must be present. The clubhouse is a non-smoking facility and The Marquesa Condominiums Association, Inc. reserves the right to grant or deny rental of the clubhouse. In scheduling use of the clubhouse, the Association functions shall take precedent over private parties. The sponsoring homeowners(s) or tenant(s) must be present for the duration of the party.

1. Acknowledgments: I understand that I must be an authorized resident or owner/member of the Association to reserve the Clubhouse for my event and that I must remain such as of the date of my event since those who are not either an owner or an authorized resident are not permitted such usage. I agree to observe and obey all posted rules and warnings, as well as the governing documents of the Association and further agree to follow any oral instructions or directions given by Association, or the employees, representatives, or agents of Association. I agree to only hold my event on the above-referenced date and during the specific times allowed and to restore the Clubhouse facilities, equipment and furniture or any impacted common area/property to the condition and location they were in prior to my event. If using vendors for my event, I will disclose them above and will only use licensed vendors who are also insured at a commercially reasonable level and have them provide a certificate of general liability insurance to the Association at least two (2) business days prior to the event or I understand that they will not be permitted on site. I agree that my event will not have any activities or usages of the Clubhouse facilities that are reasonably considered dangerous or hazardous or that would otherwise cause the Association's insurance to be negatively impacted. I agree and understand that the Association has first right of usage and that my permission to use the facilities as provided for under this Agreement for my event may be retracted or canceled at any time and for any reason and I waive any and all claims against the Association, its officers, directors, employees and agents related thereto.

If any alcoholic beverage is served, homeowner(s) or Tenant(s) must provide proof of host liquor liability insurance with combined single limit coverage of \$1,000,000 with respect to injuries, deaths or damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability.

2. Insurance: All Renters must secure a special events policy of insurance for the date and period of time of their function with a minimum of \$1,000,000 of coverage and the Association must be named as an additional insured. A certificate of this insurance being provided to the Association shall be a prerequisite to the Association reserving the Clubhouse Facility for a Renter's function. If any alcohol is to be consumed at the function then the Renter must also secure a liquor liability endorsement with the special events policy of insurance for \$1,000,000 of liquor coverage. Proof of such insurance must be delivered to the Marquesa Association at least one week prior to the clubhouse rental or this rental agreement is subject to automatic termination by the association.

3. Alcoholic Beverages: If any alcoholic beverage other than unfortified wine or beer is served, or any alcoholic beverage is sold, homeowner(s) or tenant(s) must also obtain a limited special occasion permit, or such other permit required by the Florida ABC Commission.

4. Cleanup: Each homeowner(s) or tenant(s) is responsible for cleaning the clubhouse after the party per the attached checklist. A complete inspection will be conducted the morning after each party and confirm that keys were returned. If the Clubhouse Facilities being rented and other Clubhouse Areas are left in acceptable condition after the event no damage or loss has occurred, and there have been no infractions of the Rental Schedule as deemed by the Association Manager's inspection, The Board of Directors of the association will release the deposit.

The Renter is responsible for the repair or replacement of all Clubhouse property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the Manager completes its inspection and the facility keys are returned. The Renter is also responsible for cleaning that portion of the Clubhouse Facilities and other impacted Club Areas used after use. Cleaning is to be in accordance with the "Cleanup Checklist" attached hereto. Charges for unacceptable conditions not listed in the cleanup checklist will be added if they occur. All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the end of the function.

5. Rental Fee: The rental fee is (To be Discussed) with a refundable deposit of (To Be Discussed). The Board of Directors of the association requests that you send in two separate checks - one for the fee and one for the deposit. If the clubhouse is left clean and undamaged, the deposit check will be mailed back to the homeowner(s) or tenant(s) or destroyed at the homeowner(s) or tenant(s) option.

6. Assumption of The Risk, Release And Hold Harmless: I recognize that there are certain inherent risks associated with the use of the Clubhouse facilities, and I assume full responsibility for bodily injury or property damage incurred by myself, my family members, my guests, my vendors and anyone else attending the function, and further release, hold harmless and discharge the Association, its officers, directors, employees and agents for any injury, loss or damage arising out of anyone's use of or presence upon the Clubhouse facilities or common area/property of Association in connection with my event, regardless of whether caused by or the fault of myself, my family, my guests, my vendors, the Association or any other third parties.

7. Indemnification: I agree, to the maximum extent permissible under Florida law, to indemnify, protect and defend the Association, its officers, directors, employees and agents for, from and against any and all claims, causes of action, damages, judgments, costs, or expenses (including but not limited to attorney fees and costs incurred pre-suit and through and through all stages of proceedings), which may in any way arise from anyone's use of or presence upon the Clubhouse facilities or common area/property of Association in connection with my event.

8. Liability/Waiver of Claims: I agree to be liable for damage to and all costs of cleaning, restoration, repair or replacement of the Clubhouse facilities or common area/property of the Association incurred in connection with my event and for the above-referenced security deposit amount to be applied towards any such expenses (with the balance, if any, to be returned to me within 10 days of the date of my event) and further, that if I am an owner and member of the Association, that such costs that are incurred above and beyond the security deposit, including but not limited to any related attorney's fees and costs that may be incurred, shall be collectable from me and enforced to the same extent as an unpaid assessment under the Community Declaration for the Association, as amended, and Florida Statute 718.

I agree to waive any and all claims that they may have against the Association in connection with the usage of the Clubhouse and any bodily injuries, disease, sickness or loss of property they may suffer before, during or after their function and to be solely responsible for any and all liability, damages, bodily injury, disease or sickness suffered by third parties occurring at the Clubhouse area, other common areas of the Association, or at any location at all when concerning service or consumption of alcohol at the function, regardless of whether caused directly or indirectly by the resident, resident's family, guests, invitees, licensees, employees, vendors or other agents, including without limitation, anything occurring during the specified time of the function, as well as during setup and/or clean up time and thereafter and the resident further agrees to indemnify, defend (including attorney's fees and costs through all stages of proceedings), protect and hold harmless the Association and its officers, directors, employees and agents for, from and against any and all claims or causes of action that may be brought against the Association by any member of resident's family or any guests, invitees, licensees, employees, vendors or agents of the resident in connection with their use of the common areas, including but not limited to the Clubhouse, their attendance at the function and/or service or consumption of alcohol all as may have occurred before, during or after the function.

9. Assignment: I agree that this Agreement and use right of the Clubhouse facilities may not be assigned by me to a third party unless the assignment is consented to in writing by the Association prior to the assignment.

10. Drafter: I acknowledge that this is a negotiated Agreement and the terms that it contains shall not be interpreted in favor of or against me or the Association by virtue of any alleged drafter and that I have also had the opportunity to consult counsel of my choice prior to execution and have read, understand, and agree to the terms. I further understand that I cannot have use of the Clubhouse facilities or any other common area/property for my event without signing this document and tendering the required security deposit, as well as providing any other documentation or information as required herein or otherwise required by the Association.

11. Severability: If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of it shall not be affected thereby and each and every remaining term shall be valid and enforceable to the fullest extent permitted by law.

12. Reproductions: Any electronic, scanned, faxed or photocopied signature or copy of this Agreement shall be deemed one and the same as an original.

13. Applicable Law And Dispute Resolution. Any claim or dispute arising out of or related to this Agreement or the use of or presence upon the Clubhouse facilities and/or the common area/property of the Association in connection with my event shall be resolved under Florida law and through litigation with the prevailing party being entitled to recovery of attorney's fees and costs incurred through all stages of proceedings, including pre-suit, litigation, post-suit and appellate, and the venue shall be in a court of competent jurisdiction in Broward County, Florida.

14. **Special Events Insurance Policy:**

All Renters must secure a special events policy of insurance for the date and period of time of their function with a minimum of \$1,000,000 of coverage and the Association must be named as an additional insured. A certificate of this insurance being provided to the Association shall be a prerequisite to the Association reserving the Clubhouse for a Renter's function. If any alcohol is to be consumed at the function then the Renter must also secure a liquor liability endorsement with the special events policy of insurance for \$1,000,000 of liquor coverage. Renters can go to the following link to secure the coverage required herein:

www.theeventhelper.com

No liquor, other than wine or beer, will be served at the subject event. (Initials) _____

OR

Liquor is to be served and I have obtained necessary forms and submitted them.

(Initials) _____

By signing below, I/We, the homeowner(s) or tenant(s) agree that I have read and is/are familiar with fully understand the provisions of the above Agreement and the Rules of the facilities and agree/s to comply with the same and understand that I am responsible for any loss or damage to the Clubhouse facilities, Clubhouse property and Association Common Areas which may occur because of this rental.

Homeowner(s) - Tenant(s) Signature

Date

Homeowner(s) - Tenant(s) Signature

Date

Name of Homeowner/Host:

Date

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The Association does not provide a cleaning service after each event. Several events may be booked back-to-back in the clubhouse. Therefore, it will be necessary for the homeowner(s) or Tenant(s) to leave the facility clean. Otherwise, you will be responsible for the cost of the additional cleaning service. Your fee pays for the management company coordination services, the follow-up inspection and periodic cleaning and supplies. The association will provide a thorough cleaning service several times a month.

CLEAN-UP CHECKLIST:

1. Bathrooms clean. No trash or water on the floor
2. Kitchen cabinets and counter tops clean
3. Refrigerator clean and empty. Sinks clean. No food or drinks left behind
4. Tables and furniture left clean and all furniture in its place
5. Floors clean. Tile mopped if spills occurred, and carpet vacuumed
6. Surrounding grounds in order
7. Inspect general overall condition of facility
8. Empty all trash cans and deposit garbage in the large roll-away containers
9. Alarmed doors and windows closed and locked. Alarm set.

Comments:

Date Inspected: _____

Signature: _____

Other Amenities:

Conference Room:

Rental fee \$50.00

Deposit Fee \$0.00

Movie Theater:

Rental Fee \$50.00

Deposit Fee \$800.00