

CLUBHOUSE RENTAL AGREEMENT

MAILING ADDRESS: Capital Realty Advisors, Inc., 600 Sandtree Dr., suite 109, Palm Beach Gardens, FL 33403

DUE 2 WEEKS BEFORE PARTY: Not available weekends when Holidays fall in week before or the week after. **QUESTIONS:** Availability CALL 624.5888

Resident Name: _____ Phone: _____

Address: _____ No. of Guest expected: _____ Cell: _____

Email: _____ Party Date (Sat. or Sun. Only): _____ Set up time: _____ Ending: _____

Two Checks (Made Payable to Willoughby Farms Master) Check Numbers. 1. _____ 2. _____

- CHECKS REQUIRED: Check Number 1. Rental Fee \$125 Add any other Fees - Check Number 2. Deposit \$250
- Deposit Check Options: _____ Returned, _____ Shredded (Please choose one by placing a check mark).

YOU MUST ADVISE ENVERA SECURITY By – phone 877.936.8372, OR by Email at changes@enverasystem.com , by the Thursday before the party, that you are having party at the clubhouse and guests will be coming to the Guests Entrance. Give the date and the start time of your party. **YOU MUST:** Advise your guests to tell the guard they are attending the (your Name) Party at the Clubhouse.

CLUBHOUSE USE RESTRICTIONS: Initial each item below and sign at the bottom of the page.

Furniture on the new Wood floor may be moved but must be lifted over the black border, **DO NOT SLIDE THE FURNITURE** over the black border. It will be damaged requiring a ‘Service Call To Repair’ at your expense.

Please initial your understanding and agreement _____.

Guests may also park on Pinemore Lane and walk to the Clubhouse, but **NOT ON** the Grass anywhere. Vehicles parked on the Grass are subject to towing, please advise your guests.

Please initial your understanding and agreement _____.

Be advised that Clubhouse Parking lot may not be used for any purpose. Parking spaces are not allowed to be reserved or blocked in any manor since the Pool, Gym and Tot-Lot are still open to the Residents. Items such as a Bounce House, Water Slides, etc. must be set up on the grounds, vendors Certificate of Insurance must be attached to this Application. Include \$35.00 for use of Clubhouse water. Use of Grounds only - \$50. [check one of the below]

[] My Party will only be on the inside of the Clubhouse. [] Outside activities are planned. See Use Agreement.

Please initial your understanding and agreement _____.

The outside door from the Pool into the Pool Restrooms area must remain UNLOCKED AT ALL TIMES.

Please initial your understanding and agreement _____.

I understand that **ONLY BLUE PAINTERS TAPE IS ALLOWED, NOTHING ON CEILING FANS**. Any TAPE left on Walls, Ceiling or Furniture will result in a \$75 deduction from the \$250 Deposit that is attached to this form.

Please initial your understanding and agreement _____.

Your Association clubhouse committee will contact you to make arrangements for inspections. Please note that party must be finished and clubhouse must be cleaned by your stated end time. The latest a party may end; including cleanup is 10:00 pm on Saturday and 9:00 pm on Sundays. There will be a \$25.00 fee for every 15 minutes that the party/cleanup continues after your end time.

Please initial your understanding and agreement _____.

The key to the clubhouse will be issued on the day of the party, if needed. [There is a \$50 charge for a lost key]

Please initial your understanding and agreement _____.

There are currently 2 folding tables & 54 folding chairs for use at the clubhouse.

Please initial your understanding and agreement _____.

I have read, understand and agree to abide by the above Clubhouse Rental Rules and the restrictions listed in the attached Agreement. Any failure to abide by these rules will prohibit any future rental. I understand that on the day of the party I, the Resident will attend the inspections of the Clubhouse **BEFORE** the party and **AFTER** the party with an Association Committee/Board member.

CLUBHOUSE USE AGREEMENT

THIS LEGAL AGREEMENT ENTERED into dated _____, 20___, by and between Willoughby Farms Master Association (herein the "Association") and _____ a legal resident in Willoughby Farms (herein the "Resident").

WHEREAS, the Association operates the Clubhouse (herein the "Clubhouse"); and

WHEREAS, the Owner desires to rent the Clubhouse for a private party (herein the "Party") on _____, 20____; and

WHEREAS, the Association is willing to allow the rental in accordance with the terms and provisions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree to sections A. and B. below of this use agreement. *See items 1. through 10. shown below.*

A. Requirements for planned Outside Activities and/or use of the Clubhouse Grounds

- a) Vendor Attendants must be present at all times on any activities planned for outside the Clubhouse on the grounds.
- b) Certificates of Liability Insurance from any and all vender(s) being used and/or hired for the party **must be presented with the Clubhouse Application and this Rental Agreement.**
- c) Clean up required - Nothing left behind – animal droppings must be completely removed from the Willoughby Farms property at the close of the party.
- d) Any damage to grass or turf will require Sod replacement at the owner’s expense.
- e) The **Clubhouse Parking Lot or Parking spaces may not be reserved or blocked** or used in any manor since the Pool Area, the Pool Restrooms, the Gym and the Tot-Lot are still open to all Willoughby Farms residents. Party goers may park on Pinemore Lane if needed but not on the grass. Cars parked on the Grass are subject to towing, please inform your Guest.

B. General Use Agreement Requirements

1. The foregoing recitals are true and correct.

2. The Resident agrees to use of the Clubhouse on _____, 20____, for a Party, in accordance with the requirements provided herein. There shall be no more than 50 people in the Clubhouse at any one time and the Resident will be present during the party. The Resident or his immediate family shall be in attendance during **the entire Party and the before/after inspections.**

3. This Agreement only contemplates the use of the interior of the Clubhouse. **Use of the pool, pool area and fitness room by guests at the Party is prohibited under this Agreement.** The use shall be from _____ AM / PM until _____AM / PM the same day. (Circle AM or PM)

4. Retainer for the use of the Clubhouse shall be \$125.00 payable in advance, use of only the clubhouse grounds \$50.00, add **\$35 additional for use of water.** In addition, concurrent with the execution of this Agreement, Owner shall have paid a deposit of **\$250.00***, as a security deposit, to be used by the Association in case of damage to the Clubhouse. Only checks from homeowners or registered tenants will be accepted. (This Agreement shall be of no effect until the retainer and security deposit are paid.) The Board of Directors, or its agents, shall make a written inspection of the Clubhouse both prior to and after the Party and have sole discretion in determining damages to the building. The determination of the Board as to such damages shall be final. In the event that damages to the Clubhouse exceed the amount of the security deposit, Owner agrees to pay the Association in full for such damages within forty-eight (48) hours of the Association's written request. There will be a charge of **\$25.00 for every 15 minutes** that a party continues after 10pm on Sat. and 9pm on Sunday.

* Tape on walls, ceiling, or furniture will cause deduction from deposit. ONLY Blue Painters tape may be used and all must be removed.....

5. The Owner shall be responsible for cleaning up the Clubhouse, including, but not limited

to, the great room, kitchen area, and bathrooms, immediately after the party. In the event that the

Clubhouse is not restored to its original condition by the time specified herein, the Association shall so restore it and deduct the cost of such restoration from the security deposit.

6. The Owner agrees to abide by & conform to all Rules and Regulations. The following additional rules apply to the use of the Clubhouse, and/or when only the Grounds is used.

- a. Noise must be kept to a minimum so as to avoid disturbing neighboring residents. Excessive noise may result in the early termination of this Agreement and subject the Owner to liquidated damages, as provided.
- b. Guests are only allowed to park in the designated guest parking spaces, which are located adjacent to the Clubhouse. Obstruction of roadways and/or parking in reserved spaces or on the lawn is strictly prohibited. Violators may be towed, at the vehicle owner's expense. Please note that the party may not continue into the parking lot. Parking is allowed on Pinemore Lane.
- c. The Owner understands that ABSOLUTELY NO GLASS CONTAINERS ARE PERMITTED IN THE POOL AREA OR OUTSIDE OF THE CLUBHOUSE. NO COOKING is permitted in the Clubhouse or Pool area (including the area under the covered patio) and door from Pool Deck to the Pool Restrooms must remain unlocked.
- d. ALL trash must be bagged, tied and removed from the Clubhouse at the conclusion of the Party and placed out in front of the Owner's residence for pick up on the appropriate night before collection. Party Trash left at the Clubhouse will cause deposit deduction of \$150.00.

7. If the Owner is provided the access key to the Clubhouse, Owner agrees to remain responsible for any damages to the Clubhouse, fitness room and great room for as long as Owner retains possession of the access key to the Clubhouse.

8. The parties hereto acknowledge and agree that, should any of the provisions provided herein be violated other than the physical damage to the Property which is covered in Paragraph 4 herein, it would be difficult to assess damages to the Association. As such, should there be a violation of the provisions provided herein (other than the dollar damages to the Clubhouse covered by the security deposit), the parties hereto agree that damages shall be paid to the Association by the Owner in the amount of \$500.00. The parties hereto acknowledge that due to the difficulty in assessing damages at the execution of this Agreement, the amount provided herein shall be a liquidated damage and not a penalty.

9. In the event that there is litigation required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reimbursement of its costs and attorney's fees, including any appeals, from the other party.

10. Clubhouse furniture may not be taken outside of the main room of the clubhouse. Folding metal chairs may not be taken outside of the clubhouse. All furniture must be arranged in the same manor as before the beginning of the party. Tables from the pool may be brought inside the clubhouse.

IN WITNESS WHEREOF, the parties hereto have read, understand and agree to abide with this Agreement and have executed on the date written above and understand that any failure to abide by these rules will prohibit future rental.

NOTE: THE ATTACHED 'CLUBHOUSE INSPECTION' WILL BE COMPLETED BY YOU AND YOUR ASSOCIATION COMMITTEE or DIRECTOR AT THE CLUBHOUSE ON THE DAY OF THE PARTY, BEFORE & AFTER THE PARTY.

Owner/Resident

By: _____
Owner/Resident Signature

Print Name: _____

Phone(s): hm: _____ cell: _____ Email address _____

Address: _____

On Behalf of the Association

WILLOUGHBY FARMS MASTER HOA, INC.

C/O Capital Realty Advisors, Inc. (CRA)
561.624.5888 Email: spolino@CRA.email

CLUBHOUSE RENTAL INSPECTIONS Date: _____

Renter: _____ Address: _____
(Print Name)

Home Phone: _____ - _____ Cell: _____ - _____ Email: _____

BEFORE PARTY

INSPECTION CHECK LIST

KITCHEN – CLEAN & NO DAMAGE

- Refrigerator – Check Inside
Disposal – Does it Work?
Dishwasher – Check Inside
Counters – Clean
Mirco Wave – counter top

Table with 2 columns: Check, Comments. Contains 5 rows of checkboxes and lines for notes.

GREAT ROOM – CLEAN & NO DAMAGE

- NEW WOOD FLOOR – Black Border
TV – Does it Work?
Floor – Is it mopped if spills or soiled?
Furniture – Any Damage/Stains
Walls – No Damage, Nothing on Walls
52 Folding Chairs – 2 Folding Tables
Tape On Walls OR Furniture

Table with 2 columns: Check, Comments. Contains 6 rows of checkboxes and lines for notes.

BATHROOMS CLEAN & NO DAMAGE

- Check Counters, Sinks, Floors, All Stalls

Table with 2 columns: Check, Comments. Contains 1 row of checkboxes and lines for notes.

TRASH – All party trash must be removed

COMPLETELY FROM CLUBHOUSE PROPERTY

Table with 2 columns: Check, Comments. Contains 1 row of checkboxes and lines for notes.

Comments/Grounds:

Renters Signature: _____ Committee Signature _____

XX

AFTER PARTY

INSPECTION CHECK LIST

KITCHEN – CLEAN & NO DAMAGE

- Refrigerator – Check Inside
Disposal – Does it Work?
Dishwasher – Check Inside
Counters – Clean
Micro Wave – counter top

Table with 2 columns: Check, Comments. Contains 5 rows of checkboxes and lines for notes.

GREAT ROOM – CLEAN & NO DAMAGE

- NEW WOOD FLOOR – Black Border
TV – Does it Work?
Floor – Is it mopped if spills or soiled?
Furniture – Any Damage/Stains
Walls – No Damage, Nothing on Walls
48 Folding Chairs – 3 Folding Tables
Tape On Walls OR Furniture

Table with 2 columns: Check, Comments. Contains 6 rows of checkboxes and lines for notes.

BATHROOMS CLEAN & NO DAMAGE

- Check Counters, Sinks, Floors, All Stalls

Table with 2 columns: Check, Comments. Contains 1 row of checkboxes and lines for notes.

TRASH – All party trash must be removed

COMPLETELY FROM CLUBHOUSE PROPERTY

Table with 2 columns: Check, Comments. Contains 1 row of checkboxes and lines for notes.

Comments/Grounds:

Renters Signature: _____ Committee Signature _____

SPECIAL NOTE:

CAUTION

SEE WOOD FLOOR

FURNITURE

[IF MOVED ONTO THE TILE FLOOR]

MUST BE

LIFTED OVER

THE BLACK BORDER

Around the EDGE

of the Wood Flooring