

BOCA LINDA NORTH CONDOMINIUM ASSOCIATION

C/O Elite Property Management, LLC.

1515 N. Federal Hwy #300

BOCA RATON, FL 33432

CLUBHOUSE RENTAL AGREEMENT

As long as the owner's account is in good standing, with no violations, the clubhouse can be rented

Today's Date: _____

Homeowner(s)/Tenant(s) Name: _____

Homeowner(s)/Tenant(s) Home Phone: Office: _____

Homeowner(s)/Tenant(s) E-Mail: Cell: _____

Homeowner(s) /Tenant(s) Address: _____

Contact Person for Event: _____

Contact Person's Home Phone: Cell: _____

Requested Date of Event: Time of Event: _____

Number of Guests attending Event: _____

Will alcoholic beverages be served: Yes: No:

Purpose of Event:

*All events must be personal in nature.
No business related sales meetings, business promotions, etc.*

Are professional caterers being used: Yes: No:

If yes, name, address, phone number and contact person at caterer: _____

FOR OFFICE USE ONLY:

Check# _____ Amount\$ _____
Check# _____ Amount\$ _____

I/We have read and understand the Rules and Regulations, Declaration of Boca Linda North Condominium Association governing the use and rental of the Club House/Recreation Room and agree to abide by them. Additionally I/We have read the Rental Agreement in its entirety and agree to the terms contained therein and agree to abide by them. I/We understand that I/We are responsible for any and all damage to the Clubhouse, its interior rooms and furnishings, exterior surrounding areas to the extent that any such damage is caused by guests or invitees or other persons on the premises due to the requested event. I/We agree to allow for an inspection of the premises within 48 hours after my event ends to inspect for damages. In order to be able to rent the Clubhouse for a private event, I/We understand that I/We/ am/are must be in good standing with the Association, i.e. all maintenance including any disputed maintenance must be current and no outstanding violations may exist.

In applying for the rental as described in these forms, I/We understand the rental for the private event does not include the pool area which will remain open to Residents of Boca Linda North.

RENTAL FEE & SECURITY DEPOSIT: Attached with this application are ONE (1) check. One check in the amount of \$250.00 which represents the SECURITY DEPOSIT is payable to Boca Linda North. In the event damages or any item go missing which in excess of the security deposit, by signing this rental agreement, you hereby agree to reimburse the Association or cover the cost of replacement of the item(s). The security deposit check will be deposited in an escrow account.

TRASH REMOVAL & REMEDY: It is the responsibility of the renter to remove all trash and leave the premises in the same condition as it was received. Failure to properly return the condition of the room to its original condition will create a forfeiture of a portion of the \$250.00 deposit. Based on the amount of damage or cleaning necessary, the amount withheld will be determined by the Board of Directors of Boca Linda North Condominium Association. As noted above, should the event cause the Clubhouse and/or surrounding areas to be damaged beyond the repairable cost of \$250.00 security deposit, any additional funds required to repair/replace the damage will be assessed to the homeowner(s) account and must be paid within fifteen (15) days of notice. Should the assessment not be paid within 15 days, the Association retains the right and the Homeowner(s) agrees to allow the Association to place a lien on the real property of the Homeowner(s) as described on page one of this Agreement. Such lien for damages may result in a foreclosure action if not paid.

I/We agree to abide by the determination of the Board of Directors of Boca Linda North in this matter.

DECORATIONS: If I/We elect to decide to decorate the Clubhouse, inside or outside, I/We agree that no staples or nails will be used. Additionally, no tape will be used on the inside which may damage the walls, windows, or furniture.

RESERVATIONS: Reservations should be made as early as possible as rentals are on a first come first served basis, however no rental may be made more than 12 months in advance.

COOKING: I/We understand and agree to use caution when any cooking to be done for the event.

Name of Homeowner(s) responsible for the rental agreement:

Printed Name Signature _____

Printed Name Signature _____

Date:

The Homeowner(s) applying for the use of the Clubhouse agrees to indemnify the Association, its Officers, Directors, Agents, Members and Employees against any action that arises out of the rental of the Clubhouse. The Association, its Officers, Directors, Agents, Members nor Employees shall not be responsible for any damage to the guests' property at any time while on Boca Linda North property, including but not limited to their vehicle, or personal belongings. Additionally, should any guest wander around the parking area or pool area, the Homeowner(s) renting the Clubhouse will immediately demand the person return to the inside of the Clubhouse.

INSURANCE: The Homeowner(s) renting the Clubhouse agrees to assume all responsibility for the actions of their guests including procuring the necessary insurance for the event. Attached to this application is a copy of the insurance certificate of the homeowner(s) personal liability policy, which shows a minimum of \$300,000 in coverage and naming Boca Linda North Condominium Association as additional insured for the date and time of the event. A copy of the Caterer's insurance certificate showing Liability and Workman's Compensation in the amounts of \$1,000,000.00 each shall also be attached, naming Boca Linda North Condominium Association as an additional insured. All certificates of insurance shall state that they are the primary coverage for any and all claims arising out of the use of the clubhouse at Boca Linda North Condominium Association.

ALCOHOLIC BEVERAGE LICENSE: If alcoholic beverages are being served, a copy of an alcoholic beverage server's liquor license must be attached to this application and a separate Liquor Liability License must also be attached with limits of \$1,000,000.00 naming Boca Linda North Condominium Association as an additional insured.

UNDER AGE DRINKING: Under no circumstances will I/We allow under age person(s) to be served or otherwise consume alcoholic beverages

DISORDERLY CONDUCT: The Association acting through its Board of Directors or Management Company retains the right, but not the obligation, to enter the premises during the event. The representative of the Association may eject any person behaving in a disorderly manner.

ILLEGAL/IMMORAL ACTIVITIES: No gambling, gaming or any other illegal or immoral activities are allowed to be held on Boca Linda North Condominium Association property including the Clubhouse. Any illegal, or immoral activities that are held are done so at the sole liability of the homeowner(s) who is/are responsible for the rental of the Clubhouse. Further, if an agent of the Association suspects this type of activity, the City of Boca Raton Police Department will be dispatched to the Clubhouse.

TYPES OF FUNTIONS: The Boca Linda North Condominium Association clubhouse is for the use of its owners and lessees. The clubhouse shall not be used for political or religious gatherings of any kind. Misrepresentation during the application process will result in the forfeiture of the security deposit.

CAPACITY OF THE CLUBHOUSE: the capacity of clubhouse is 40 persons.

NOTE: In order for this application to be processed, all pages must be completed, initialed and signed by the homeowner(s) and the Association.

VENDORS INFORMATION:

Please list the names, addresses, contact personnel and license numbers of all vendors engaged in this event:

Name: _____

Address: _____

License Number: _____

Name: _____

Address: _____

License Number: _____

Name: _____

Address: _____

License Number: _____

The following activities and vendors will be included in this event. Please be sure to include all pertinent license and copies of insurance. Check all that apply:

_____ Alcoholic Beverage Service _____ Food Service

_____ Self procured security

_____ Child activities, pony rides, animal exhibits

_____ Other (Please describe)

BOCA LINDA NORTH CLUBHOUSE RULES AND REGUALTIONS

1. The Clubhouse hours are from 9:00 A.M. until 11:00 P.M
2. All persons using the facilities shall follow all the Rules & Regulations regarding the use of the facilities, and the priority and length of time of use of the facilities as set forth below.
3. Rules and Regulations that are posted in any particular area, room, or facility will control the use thereof, and shall be deemed supplemental to the Rules and Regulations herein enumerated.
4. The facilities shall not be used by any club, group or association without consent of the Association.
5. Food, beverages and alcoholic beverages are not permitted in any room in the clubhouse without Association approval. Boca Linda North Condominium Association Clubhouse is a non-smoking facility.
6. Owners and Renters are responsible for their Guests and are expected to apprise them of the Rules and Regulations for the use of the facilities. Other than a private party, the number of guests allowed at the clubhouse or the pool is limited to 40.
7. Shoes and shirts are required in the clubhouse. Bathing suits are not permitted anywhere in clubhouse.

8. Where Owners, Renters, or their Guests have caused damage, the Owner and/or Renter will be held responsible for the cost of the damage.
9. The Association has the right to suspend the privileges of any person who violates the Rules and Regulations of the Boca Linda North Condominium Association Clubhouse.
10. No pets or animals may be brought upon or into the clubhouse or its facilities except Seeing Eye or Service Animals.
11. Cars may be parked overnight in the parking lot when necessary with a Special Permit.
12. Overnight parking of commercial trucks, commercial vehicles, trailers or boats are not permitted in parking lot.
13. Roller blading, roller skating, scooters, biking, skate boarding, etc., are strictly prohibited in the Clubhouse, Pool Area, and other recreational areas. There will be zero tolerance for any intentional or destructive behavior in or on the Clubhouse facilities.
14. No unusually loud music and/or noise are permitted in or on clubhouse property, including parking lot and pool area, except during an authorized event/function.
15. Children under 16 years of age must be supervised by an adult (someone 18 years or older) in clubhouse, pool, poolside.

All persons using Boca Linda North Condominium Association clubhouse facilities will do so at their own risk, including, but not limited to: pool, pool side, parking lot, etc. Loitering in and around clubhouse, parking area or pool, after hours is prohibited.

DISPUTE: In the event a dispute arises out of the use of the Clubhouse, or the inventory list attached, and the matter is not resolved between the Homeowner(s) renting the Clubhouse and the Association, the prevailing party of any litigation will be entitled to reasonable attorney fees and court costs associated with this agreement.

This constitutes Boca Linda North Condominium Association Clubhouse and the Association.

This constitutes the entire agreement between:

_____, as Homeowner(s) and
renter(s) of the Boca Linda North Condominium Association.

Homeowner Date

Homeowner Date

Boca Linda North Condominium Association Date