

CLUBHOUSE RENTAL AGREEMENT

This Agreement is by and between the Hammocks Community Association Incorporated (the “Association”) and the “Renter” as set forth below.

Whereas, this agreement is for the rental of the Association’s Clubhouse located at 9020 Hammocks Blvd, Miami, FL 33196 (the “Clubhouse”), to be used for a private event and shall be subject to the terms and conditions set forth in the Hammocks governing documents and rules and regulations, as amended from time to time, and this Agreement.

Renter (please print clearly):

Renter’s property address:

Renter’s phone number: _____ - _____ - _____

Date of event: _____ (the “Event”)

Time slot selected: Start _____ **Finish** _____

Purpose of event:

(Ex: Birthday, wedding, shower, etc.)

Number of persons expected to attend event: _____

Renter Responsibilities:

Renter agrees to assume full financial responsibility for any loss or damage to the Clubhouse or its furniture, furnishings, equipment, and adjacent premises (including the parking lot) caused during the Event.

Renter assumes the responsibility of the proper conduct of their guests or other persons/vendors engaged by Renter while they are on the Clubhouse premises, whether inside or outside of the Clubhouse.

Decorations must be fire-resistant and not damage the Clubhouse’s surfaces. No nails, tacks, or staples are allowed for attaching decorations.

Renter agrees to remove and properly dispose of all personal property by the ending time of the Event, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Clubhouse and adjacent premises in good condition like that of the original condition prior to the Event.

Deposits and Fees:

1. The rental fee and deposit must accompany this application and will be cashed upon receipt. These will be paid in separate money orders or cashier's checks. The Association's staff may not accept an application or confirm a reserved space without 100% of the deposit and rental fee. Rental fees and deposits must be received at least 14 days in advance of the Event to allow bank clearance of the cashier's check or money orders. Payments are to be made to "**Hammocks Community Association Incorporated.**"

2. After an event has taken place, the Association's onsite staff will inspect the premises. If the inspection determines that no damages have been made to the Clubhouse, proper removal and cleanup of all party items has been completed, and the Clubhouse is restored to its condition prior to the Event, the full amount of the deposit should be refunded to the Renter within 14 days.

3. If any damage is found, or if additional janitorial services or staff time are required to clean or restore the Clubhouse, Renter is liable to pay the Association the balance of such costs and expenses to restore the Clubhouse to its condition prior to the Event. The Association will apply the deposit to cover said costs. If any portion of the deposit shall remain after costs are deducted, the balance will be refunded via check to Renter within 14 days. If the costs to clean or restore the Clubhouse exceed the amount of the deposit, the Association shall issue an invoice to the Renter, which must be paid within 14 days. Failure to pay the invoiced amount may lead to prohibition from renting the Clubhouse in the future and/or legal action to recover such amounts.

4. The Renter is responsible for the repair or replacement of Association property, indoors and outdoors, damaged or lost during their Event. This responsibility remains in effect until the Association's staff completes their portion of the "cleaning and usage checklist" inspection form.

5. The Renter is also responsible for cleaning the portion of the facility rented and any other impacted areas after Event use unless payment and arrangements have been made with Association for cleaning by the Association's janitorial/cleaning contractor. In such event, the Renter is still responsible for removing all Event debris, trash, décor, and equipment from the facilities immediately following the Event and by the time stated on this Agreement as the ending time of the Event. Cleaning is to be in accordance with the "Cleaning and Usage Checklist." Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

Monitor Fee: At the discretion of the Association's staff, the Renter will be required to pay a reasonable hourly fee for the Association's staff-appointed "facility monitor" or "police traffic control monitor unit" during the hours of the Event. The need for such a fee would be determined during the review process based upon the nature of the Event, the number of attendees, and the rental history of the Renter. Should a monitor be required, the Renter will be notified prior to the Association's staff accepting the facility engagement. The Renter would have the right to withdraw

application for facility's rental. Fee is subject to change at any time by the appointed security company.

Cancellation Policy: In the event that the Renter does not cancel the reservation within fourteen (14) days prior to the Event, the Association will retain the deposit as liquidated damages.

Additional Guidelines:

1. All guests' cars must remain parked properly in the designated parking spaces in the parking lot. The driveway and parking area must be clear of any trash or party related debris after said event. Parking on the grass, blocking entrances/exits or parking on the sidewalk/in front of the Clubhouse is prohibited, and vehicles will be subject to immediate towing. Any damage to parking lot areas, irrigation systems and or landscaping will be deducted from the deposit.
2. During the Event, renters and their guests are not allowed in the office areas, front desk area, or any other area than the ones rented.
3. Reservations should be made no more than 90 days in advance.
4. Smoking is prohibited indoors and near designated areas, including restrooms.
5. Service of any alcoholic beverages must comply with all applicable laws and ordinances.
6. The Renter must comply with all laws, statutes, ordinances, and Association rules.
7. The Renter is responsible for adhering to capacity limits. Events involving minors must be appropriately supervised by a number of adults as reasonably determined by the Association.
8. No pets are allowed except certified service animals, or those otherwise allowed by law.
9. The Renter agrees to be in attendance during the entirety of the reserved hours. The Renter may gain access to the Clubhouse no more than one (1) hour before the Event.
10. The Association reserves the right, at any time prior to or during the Event to revoke the approval granted herein and immediately suspend the right of use of the Clubhouse by the Renter and Renter's guests if it is determined that there is any violation of this Agreement, damage to property, or violation of any Federal, State or local laws, statutes or ordinances. Such will also result in no refund of the rental and deposit fee. This will be done at the discretion of the Association's onsite staff present during the Event.
11. This Agreement is subject to, and conditioned upon, the approval by an authorized representative of the Association.

Indemnity and Liability: Renter hereby releases and agrees to indemnify, defend, and hold harmless the Association and its officers, directors, employees, and management for and from any and all losses, claims, damages, fees, actions, and liabilities arising from or relating to the use of the Clubhouse, this Agreement, and/or the Event. This includes, but is not limited to, claims for property damage, personal injury, or death, arising from or in connection with Renter's use of the Clubhouse whether caused by negligence of the Association, its officers, directors, employees, or management, or otherwise.

Renter hereby releases, and agrees to indemnify, defend, and hold harmless the Association and its officers, directors, employees, and management for and from any and all losses, claims, damages, fees, actions, and liabilities arising from or relating to any and all liability or any injury or incident that may occur from alcohol being served at the Event, including but not limited to any vehicular accident occurring after the Event as a result of any use of alcohol at the Event.

Insurance Requirement: Renter shall be obligated to ensure that any caterer, catering company, and/or other vendor (the "Vendor"), who provides goods or services related to the Event, shall obtain and maintain comprehensive liability insurance coverage throughout the duration of the Event held at the Clubhouse. The insurance shall be in an amount not less than \$1,000,000 and shall include, but not be limited to, general liability insurance, product liability insurance, and any other applicable coverage types, as required by law or reasonable industry standards, and in the sole discretion of the Association. At least seven (7) days prior to the Event, the Vendor shall provide the Association with a valid and current Certificate of Insurance naming the Hammocks Community Association Incorporated as an additional named insured and loss payee. This certificate shall clearly indicate the coverage details, policy numbers, and coverage limits of the insurance policies held by the Vendor. The Association reserves the right to verify the validity of the insurance coverage and its compliance with the requirements herein. In the event that the Vendor fails to provide the required insurance coverage, the Association reserves the right to deny access to the Clubhouse for the Event and retain the deposit.

Infractions: Any infractions of the Association's rules and regulations or Association's schedule, or any disturbances created as a result of the Event will require the Renter to appear before the Association's Board of Directors for the approval of any future reservations. The Board of Directors has the right to suspend the privileges of any renter who has, in the discretion of the Board of Directors, violated the terms of this Agreement, the Association's rules and regulations or the Association's schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage or until the matter can be brought to the Board for their decision. If there is any property damage in excess of the deposit, the Board reserves the right to bill the Renter for the damages and to pursue collections to cover the funds.

Venue: This Agreement shall be governed by the law of the State of Florida. Venue for any action arising out of this Agreement shall be in a court of competent jurisdiction in Miami-Dade County Florida.

Attorneys' Fees and Costs: In the event of any litigation arising from or relating to this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred including, but not limited to, in any bankruptcy or appellate proceedings and including all attorneys' fees and costs incurred in litigating the amount of any such attorneys' fees and costs.

By signing below, Renter understands and agrees to abide by the terms of this Agreement and understands that Renter is responsible for any loss or damage to Association facilities, property, and common areas that may occur as a result of the Event.

A copy of Renter's photo ID is required. The Association may require additional forms of ID at its discretion.

Signature of Renter: _____

Printed name: _____

Date: _____

Approval by Association

Copy of ID (s) attached _____

Copy of deposit/payments attached:

Deposit: _____

Rental Fee: _____

Additional: _____

Signature: _____

Date: _____

Printed Name: _____

PRICE LIST AND SCHEDULE

- ✓ Rental fee and deposit must be in the form of a money order/cashier’s check and **made out to “The Hammocks Association Incorporated” and is required at the time the reservation is made.**
- ✓ All events include a **4-hour maximum** unless an additional hour rate was paid for at the time of reservation.
- ✓ Any event that runs 15 minutes past its end time will be charged \$30.00, plus \$30.00 for each 15 minutes afterwards.
- ✓ Failure to comply with payment schedule can result in Event cancelation.
- ✓ Event monitor fee is to be paid in the form of a money order or cashier’s check and made out to the Association or to a security company as designated by the Association.
Monitor fee must be paid no later than seven days before event is to take place. One monitor will be required for 1-50 attendees and two monitors for 50+ attendees. One monitor will be required after Clubhouse normal hours of operation.
- ✓ Failure to comply with payment schedule can result in Event cancelation.

Day	Time	Usage Fee	Deposit	Monitor Fee	Additional Hourly Rate*
Friday	05:30 pm to 11:30 pm	\$500.00	\$300.00	\$20/hour	\$100.00
Saturday	10:00 am - 04:00 pm	\$350.00	\$300.00	\$20/hour	\$100.00
Saturday	06:00 pm - 12:00 am	\$500.00	\$300.00	\$25/hour	\$100.00
Sunday	10:00 am - 04:00 pm	\$350.00	\$300.00	\$20/hour	\$100.00
Sunday	06:00 pm - 12:00 am	\$500.00	\$300.00	\$25/hour	\$100.00

*if available

Event: _____ Date: _____ Time: _____

CLUBHOUSE INSPECTION LIST

Inspection date: Pre-event: _____ Post event: _____

Pre-event walk thru	Conditions ✓ = good X= damaged	Post event Walk thru	Conditions ✓ = good X= damaged	Notes
Walls		Walls		
Windows		Windows		
Doors		Doors		
Furniture		Furniture		
Wall paintings		Wall paintings		
Decor		Décor		
Floors		Floors		
Baseboard / trims		Baseboard / trims		
Bathrooms		Bathrooms		

Pre-event inspection: _____ Date _____ Time _____
(renter)

Pre-event inspection: _____ Date _____ Time _____
(staff)

Post event inspection: _____ Date _____ Time _____
(renter)

Post event inspection: _____ Date _____ Time _____
(staff)

PARTY MONITOR USE ONLY:

TIME EVENT START: _____ TIME EVENT ENDED: _____

Signature staff member/monitor: _____