

BONITA LAKES POA CLUB

RENTAL OF CLUBHOUSE

Name of Owner(s): _____

Owner(s) Property Address: _____

Type of Party: _____ No.of Adults Attending: _____ No.of Children: _____

Home Telephone: _____ Work: _____ Cellular: _____

Date of Function: _____

Hours of Function: From: _____ To: _____

Rental Fees: Non-Refundable Rental of Clubhouse \$200.00

Non-Refundable Guard Fee: \$100.00

Non-Refundable Cleaning Deposit Fee \$50.00

ONE MONEY ORDER FOR ALL THE ABOVE! PAYABLE TO BONITA LAKES POA CLUB!

Refundable Fee: \$150.00 Separate Money Order (Payable to Cash)

Date of Request: _____ Reserved By: _____

Comments: _____

Number of Guest Maximum _____

CANCELLATION FEE OF \$200.00 IF 72 HOUR NOTICE IS NOT GIVEN!

Owners Signature

Date

BONITA LAKES POA CLUB
RULES & REGULATIONS OF CLUBHOUSE RENTAL AGREEMENT

- ❑ **NO** Parking in the street, on the grass, nor blocking any driveways.
- ❑ **MONEY ORDER:** One money order for \$350.00 for the Rental Fee, Guard Fee, and Cleaning Fee. Payable to Bonita Lakes POA Club.
- ❑ **MONEY ORDER:** Refundable Fee is separate. Money Order payable to cash for \$150.00.
- ❑ **CANCELLATION FEE:** \$200.00 if 72 hours notice is not given.
- ❑ Festivities **WILL NOT** continue beyond 1:00 a.m.
- ❑ All festivities will have a **LIMIT OF 5 HOURS** (maximum) **PLUS (2) HOUR FOR SETUP.**
- ❑ Neither the licensee nor their guest shall impede or obstruct residents from using the gym, pool and tennis facilities. These facilities are not available for parties.
- ❑ No noxious or offensive activity will be permitted.
- ❑ No excessively loud music or noises will be permitted.
- ❑ All confetti and material will be removed and the facility will be cleaned.
- ❑ Loitering in the common area (exterior) is strictly prohibited.
- ❑ Licensee and guest during the function may use deck outside at their risk.

SECURITY:

The undersigned acknowledges that the Security Company has the authority to terminate the function with or without cause. Failure to oblige with the aforementioned and refusal to acknowledge the requests of the security company, **will** result in the dispatch of a police officer to mandate compliance. The undersigned also acknowledges that the Board of Directors has the right to withhold the security deposit to pay for cleaning service in the event that the facility is returned in an unsatisfactory condition. Should repair services of the premises surpass the amount in the security deposit, the licensee's home will be back charged said amount.

Signature of Owner

Date

BONITA LAKES POA CLUB

TERMS AND CONDITIONS OF RENTING THE CLUBHOUSE

LICENSE AGREEMENT (“**LICENSE AGREEMENT**”) BETWEEN LICENSEE AND CLUB OWNER IS SUBJECT TO THE TERMS AND CONDITIONS BELOW.

ALCOHOLIC BEVERAGES: Alcoholic beverages may be brought onto the Clubhouse facilities from outside. **Accordingly, any consumption of alcoholic beverages within the clubhouse facilities at the sole risk of the licensee.** The Licensee agrees to unconditionally, fully and completely release the Club Owner, Bonita Lakes POA Club and Miami Management, Inc. and their club staff from and all manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgements, executions demands whatsoever respecting the presence or consumption of alcoholic beverages in or about the Clubhouse Facilities, all as more fully stated in Section 6 of this License Agreement.

LICENSE FEES: If applicable) THE LICENSE FEE IS NON-REFUNDABLE (even if the function is equently canceled by Licensee). The non-refundable License Fee includes the cost of an attendant who will inspect the Clubhouse Facilities prior to and after the function to determine the condition of the Clubhouse Facilities. The attendant will be present throughout the duration of the function. The attendant will not be providing any services to Licensee, and will be working solely for the benefit of the Club Owner.

TAXES: In addition to the charges set elsewhere in this License Agreement, the Licensee agrees to pay any and all federal, state, municipal, or other taxes imposed on or applicable to the function. For organizations using exemption from any of the foregoing taxes, it will be the responsibility of such organization to furnish the Club Owner with evidence of such tax-exempt status.

RECREATIONAL PARCEL, OFFICES AND FITNESS CENTER: The Recreational Parcel, Offices within the Clubhouse and Fitness Center within the Clubhouse may not be licensed for private functions. Guests may use the bathroom facilities during the function. The equipment within the Fitness Center (Gym) is not to be used by the Licensee or any guest of the Licensee. The Fitness Center shall be available to all members of the Club during a private function.

CONDITIONS OF PREMISES: The Licensee is responsible for all damages, expense and repairs from the usage of the Clubhouse Facilities, and is responsible for cleaning and restoring the Clubhouse Facilities to the condition they existed prior to the function. Any damage, expense and repairs shall be considered Special Fees (as such term is defined in the Bonita Lakes POA Covenants) and collected as such under the Clubhouse Covenants. If the Clubhouse Facilities subject to this Licensee Agreement, after inspection by a representative of the Clubhouse Owner, are deemed to be in good order (no damage, cleaning, and restored to the condition existing prior to the function), the full amount of the Refundable Deposit shall be refunded. If any damages, theft, or loss of equipment, or if janitorial services are required, such costs for repairs, replacements and expenses will be considered Special Fees. The Licensee is liable for all costs for repairs, replacement and the expense of janitorial services in full and costs, the additional amounts will be taken out of the Refundable Deposit. If the Refundable Deposit is less than such expense the Licensee shall reimburse the Club, or Club Owner, such additional amounts. In the event that the Club or Club Owner must bring an action for damages against Licensee, Licensee shall pay all attorneys fees, paraprofessional fees, court costs, at trial and upon appeal, of the Club or Club Owner. The guests are to use the Clubhouse facilities only. The Licensee assumes all responsibility for the conduct of all persons in attendance and for any damage done to any part of the Clubhouse Facilities during any such time that the Clubhouse Facilities are under the control of the Licensee, or the agents, invitees, employees, independent contractors employed by the Licensee. The Licensee hereby indemnifies and holds harmless the Parties against the any claim, liabilities or costs (including reasonable attorney's fees, paraprofessional fees, insurance deductibles, and court costs), whether by reason of personal injury or death or property damage or otherwise, out of or connected with the function or this License Agreement, caused or contributed to by the negligence of Licensee or any guest, invitee, or agents of the Licensee respecting the functions or this License Agreement.

NON-COMMERCIAL USE: The use of the Clubhouse Facilities is for noncommercial, lawful uses only. The Licensee shall undertake to conduct the function in an orderly manner in full compliance with all applicable laws and regulations.

PARKING: All parking area rules are to be observed by the Licensee and his or her guests.

ACTS OF GOD: If for any reason beyond the Club Owner's control including, but not limited to, strikes, accident, governmental regulations, lack of supplies, acts of war, acts of God, hurricane, hurricane warnings, tropical storms, or tropical warning, the Club Owner is unable to perform its obligations under this Licensee Agreement, such non-performance shall be excused and the Club Owner may terminate this License Agreement without liability of any nature, and shall return to the Licensee the License Fee and Refundable Deposit. In no event shall Club Owner be responsible for damages of any nature for any reasons whatsoever including, without limitation, sequential or indirect damages.

CANCELLATIONS: If the Licensee cancels the function or otherwise terminates this License Agreement, or License Agreement is terminated by the Club Owner for breach thereof by the Licensee, the Club Owner shall be to retain, as liquidated damages, the entire amount of the Refundable Deposit and the License Fee, if any, to cover administrative expenses and lost revenue of the Club Owner.

NO ASSIGNMENT AND ADULT SUPERVISION: This Agreement is not assignable. The Licensee must be an adult and be in attendance at the function at all times.

DISPLAYS: All displays and/or decorations proposed by the Licensee shall be subject to the prior written approval of the Club Owner in each instance. Any property of the Licensee or the Licensee's guests or invitees brought to the Clubhouse Facilities and left thereon, either prior to or following the function, shall be at the sole risk of the Licensee, and Club Owner shall not be liable for any loss or damage to any such property for any reason.

FURNITURE: The furniture within the Clubhouse Facilities ("Furniture") may not be moved nor removed in anyway by the Licensee during the duration of the function. Under no circumstances may the furniture be stacked on top of other furniture, placed outside, or stored within the Fitness Center.

SECURITY: In order to maintain adequate security measures in light of the size and nature of the function, the Club Owner shall provide, at Licensee's expense, a minimum of one (1) attendant and the following additional personnel _____uniformed guard(s) (without weapons), ___supervisor(s), and_____usher(s) (the Security of Dade County, which agency shall be subject to the prior approval of the Club Owner. The Security

Personnel are coordinate with the Club Owner, or its agents, and shall concern themselves only with access to the space reserved under, restricting their presence to those areas of Clubhouse Facilities. The Security Personnel shall be present at the Clubhouse Facilities for the entire duration of the function. In addition, the Security Personnel, or other agent of Club Owner, shall perform and complete an opening and closing inventory of the Licensed Clubhouse Facilities before after the license period, respectively. The form to be used for the inventory is to be provided by Club Owner, or agents, from time to time.

Undersigned agrees to all of the terms of this License Agreement.

Signature of Owner

Date