



CLUBHOUSE RENTAL AGREEMENT

Name of Homeowner(s): _____

Street Address: _____

Phone _____ Email: _____

Nature of Event (i.e. birthday party, shower, etc.): _____

Date(s) of Use: _____ Hour(s) of Use: _____

This Use, Indemnification and Waiver Agreement ("Agreement") is entered into by and between Morningside/Palm Breezes Property Owners' Association, Inc. ("Association") and _____ ("Owner(s) Name").

WHEREAS, the Owner has requested the use of the Association's clubhouse ("facility"), at the above time and day for the above purpose.

WHEREAS, Owner is member in good standing of Association (this means being current on monetary obligations owed to the Association and having no open violations) and Association desires to allow Owner the use of said facility for said purposes at said date and time subject to the following terms and conditions:

NOW THEREFORE, in consideration of the mutual promises herein exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Owner do hereby agree as follows:

1. The Association hereby grants to the Owner, their family members and guests the right to enter upon the above facility on the date and at the above times and to make exclusive use of the above facility for said period subject to the rules and regulations of the Association relating to the use of the facility. Owner hereby agrees to use the facility in compliance with said rules and regulations and to be personally liable for any damage caused to the facility by said use or Association property.

2. Owner hereby agrees to personally and solely bear and accept all risk of damage, bodily injury or death to themselves or any of their family members or guests while utilizing the facilities.

3. Owner hereby agrees to waive and release any right to make claim or bring suit or claim against the Association, Inc. or its agents, officers, subcontractors, suppliers, servants or employees for any injury, loss, or damage which may be incurred by Owner, his/her guests and/or invitees pursuant to

the use herein contemplated of the Morningside/Palm Breezes facilities. This includes, without limitation, any injury, loss, claim, or damage related to COVID-19.

4. Owner hereby agrees to indemnify and hold harmless the Association, its agents, officers, contractors, subcontractors, suppliers, servants and employees against any claim, suit, loss or expense by reason of any liability imposed by law on Association because of injury, loss or damage resulting from the use right hereunder granted by Association allowing Owner and his/her guests and invitees exclusive right to enter upon and use the facilities for the period set forth above. This includes, without limitation, any injury, loss, claim, or damage related to COVID-19.

5. In addition to any direct rental charge, Owner agrees to pay the sum of **\$200.00** as a security and key deposit for the use herein granted of the facility as herein contemplated. Said deposit to be returned within 30 days of the date of use subject to deduction for cleaning costs and for amounts necessary to repair or replace any damage caused by the Owners' use of the facility. Owner agrees to pay for any additional damage exceeding the amount of the deposit. Owner agrees to pay an additional rental fee of **\$150.00**, which is non-refundable.

6. Owner hereby understands and agrees that he/she is renting the main room and kitchen area of the Clubhouse only and that other Association members will be allowed in the pool area and the fitness center during such time of said rental.

7. Owner warrants that said rental is not for any commercial and/or profit-making enterprise.

8. Owner hereby agrees to remove all trash, debris, decorations and /or rental items from the premises at the conclusion of the rental and to leave same in a clean, sanitary, and orderly condition.

9. Owner agrees to ensure the premises are locked and secure upon leaving and to place the key in the key box (located next to the clubhouse entrance door) at the conclusion of the rental period.

10. Owner understands the Association has no obligation of any type to provide any items or services regarding this agreement or the use of the facility.

11. Owner agrees there will be no alcoholic beverages served unless a Certificate of Insurance is provided naming the Association as an additional insured. The minimum limit for this insurance is \$100,000 per person and \$300,000 per occurrence. **UNDER NO CIRCUMSTANCES WILL AN OWNER ALLOW ALCOHOLIC BEVERAGES TO BE SERVED TO OR CONSUMED BY MINORS WHILE ON THE PREMISES OF THE FACILITY.**

12. **NO** recreational equipment including bounce houses, are allowed.

13. **NO** furniture is to be removed from main clubhouse and **NO** tampering with the security equipment. If furniture is removed and/or the security equipment is tampered with, the Association will retain your deposit.

14. All parties/gatherings are to end by 11:00 pm and the building must be cleaned and vacated, by 12:00 am (midnight) on the day of the rental.

15. The clubhouse is reserved exclusively for Owners or their tenants and they must be present at the party/gathering.

16. The maximum number of occupants is one hundred twenty- two (122).

17. All persons are encouraged to wear face masks.

18. CDC (Center for Disease Control and Prevention) Guidelines should be followed at all times.

Reservation Instructions:

- Reservations should be made two (2) weeks prior to the rental date • Please allow two (2) weeks to process your application • Submit two (2) checks payable to:
 - Palm Breezes POA in the amount of **\$150.00** (non-refundable)
 - Palm Breezes POA in the amount of **\$200.00** (security/key deposit)
 - Mail application/agreement and checks to:
Morningside/Palm Breezes POA, Inc.
c/o Campbell Property Management
525 NW Lake Whitney Place, Suite 202
Port Saint Lucie, FL 34986

If the Owner fails to abide by all the Rules and Regulations established in this document and the governing documents for the Association, they will be subject to immediate removal from the clubhouse and loss of all community amenities.

By signing below, the Owner(s) agree to the above:

Signature _____
Date

Morningside/Palm Breezes POA
c/o Campbell Property
Management
525 NW Lake Whitney Place, Suite 202
Port Saint Lucie, Florida 34986

Office (772) 218-5405 | Cell (772) 291 8564 | Email Smills@campbellproperty.com
www.palmbreezespoa.com

Palm Breezes Clubhouse Use Rules and Expectations

- The clubhouse is a privately reserved, shared entity; please exercise care when using the facility
- The maximum number of occupants is one hundred twenty- two (122).
- All persons are encouraged to wear face masks.
- CDC (Center for Disease Control and Prevention) Guidelines should be followed at all times.
- The homeowner or tenant renting the clubhouse *must be present for the entire event*
- The furnishings in the Main Room may be rearranged to accommodate party tables and chairs, though it is not recommended, and furnishings must be reset to their original positions before leaving
- A DJ is permitted; however, the DJ should be set up inside the clubhouse, not on the deck

- A clubhouse reservation includes only the Main Room, and, if requested, access to the Children's Room; the restrooms, pool areas and fitness center remain open to the rest of the community, and all rules (such as guest limits) for the pool and fitness center remain in effect
- Use of the restrooms is permitted but be aware that they may be shared with those using the pool and that access from within the restrooms is locked unless unlocked (don't close the door unless you unlock the handle first)
- The clubhouse cameras record video and audio and are there for mutual protection. Any interference with the operation of, or changing the aim of, cameras will not be tolerated and *may be considered cause to retain the entire deposit amount*
- It is suggested that you take *high quality* pictures of anything that is already damaged or not satisfactorily clean (and in general) both before and after any event
- Reservations include one clubhouse key to be picked up from the guardhouse the day before the event

Cleanup & Appearance Check List

- Remove any and all decorations, including tape or other securing material
- Remove any additional features used, such as tables, chairs, or audio equipment
- Clean the restrooms
- Clean and dry all tabletop and counter surfaces
- Clean all glass doors inside and out
- Ensure that all seating surfaces (couches, table chairs, and bar stools) are clean
- Sweep and wet mop all floors, including the kitchen and the restroom access hallway
- All garbage must be removed from the clubhouse and taken to the dumpster at the end of the parking lot
- Place clubhouse furnishings back in their original positions
- Lock all access points to the clubhouse, including securing access through the restrooms, locking the hallway door, and locking and testing all exterior doors. *Failure to secure the clubhouse may forfeit your entire deposit*
- Immediately after vacating the clubhouse, please place the key in the mailbox, located to the left of the clubhouse entrance doors, no later than 12:00 am (midnight). *Failure to promptly return the key may be cause to retain the entire deposit*

***** Palm Breezes POA has no obligation, nor should be expected, to supply any materials required to comply with the above stated conditions and expectations *****

Signature: _____ Date: _____

Revised: 7/06/21