

AVALON TRAILS HOMEOWNERS ASSOCIATION

CLUBHOUSE RESERVATION FORM

Facility Rental Fee & Security Deposit made payable to Avalon Trails HOA:

Monday-Sunday 9:00AM or any part thereof until 10:00PM \$500

\$500 Security Deposit is required at time of reservation

Maximum # of Attendees not to exceed 70 persons.

Date Submitted: _____

Resident's Name: _____

Street Address: _____

Telephone: Mobile: _____

Email: _____

Describe the nature of your event: _____

Date of Event: _____ Start Time: _____ End Time: _____ Est. Attendance: _____

Food/Beverage Present? Yes ___ No ___ Caterer Present? Yes ___ No ___

Rental Policy Information

Rental Fees: All rental fees and a refundable security deposit are due at time of application.

Security Deposit: All rental applicants must pay a security deposit of \$500.00. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment, as deemed by the inspecting Board member or management employee as may be designated. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the association will resort to legal remedies, including but not limited to a lien on homeowner(s) property. The decision of whether the deposit shall be refunded is solely up to the AVALON TRAILS HOA and will not be refunded until the facility has been inspected by an HOA board representative or management employee, as may be designated.

Reservations: Clubhouse reservations are "first-come, first-serve" with priorities given to Avalon Trails Homeowners Association functions. A completed reservation form, rental fee and security deposit are required by the HOA management company to finalize a reservation.

Reservation Status: A rental reservation is considered binding after the facility Rental Agreement has been signed by the rental applicant and approved by the HOA management company. Renter will receive confirmation letter which will include a Post Function/Event Cleanup Checklist.

Personal Property: The Avalon Trails HOA is not responsible for any valuables or personal property left on the premises.

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Animals: Pets are not permitted inside the Avalon Trails Community Clubhouse without prior approval of the HOA. Service animals and emotional support animals will be allowed as an accommodation only if requisite information and/or documentation requested by the HOA is provided and an accommodation is approved in advance of the event.

Decorations: No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass or fixtures.

Confetti: Thrown rice, birdseed, glitter, and all types of confetti are prohibited inside the Clubhouse.

Candles: All candles must be contained in a glass container taller than the top of the candle flame.

Smoking: Smoking is prohibited inside or on the grounds of all Avalon Trails facilities.

Alcoholic Beverages: Alcoholic beverages may not be served or provided for clubhouse rental.

Facility Limitations: This reservation is only for use of the social hall. The pool, fitness center and all other facilities shall remain open for use by residents only.

Cleaning: The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash in the trash receptacles provided. All table tops, furniture, counter tops, and any appliances must be free of food items or spills. Furniture should be returned to its original locations.

Caterers: Rental applicants may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice and beverages may not be dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Rental applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, decor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the HOA.

Minors: Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten minors present during the event.

Event Limitations. The social hall cannot be rented for the following:

- Commercial Events
- Religious Services
- Political Functions

Care of Premises: Neither renter nor its guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected after the event to ascertain any damage which might have occurred during the event or pre/post production of the event. Special care must be taken when moving furniture to prevent damage to walls and floors. Do not drag furniture across the surfaces. No portion of the sidewalk, entries, passages, fire exits or stairways may be obstructed by renter, their guests or representatives, or used for any other purpose other than ingress or egress from the premises.

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Acceptance of Premises: It is understood that client accepts premises "As Is." Client may make, at its own expense, only those changes, alterations, installations and decorations which are stated in this agreement. Premises will be returned in the same condition as when first occupied.

Special Events Insurance Policy: All Renters must secure a special events policy of insurance for the date and period of time of their function with a minimum of \$1,000,000 of coverage and the Association must be named as an additional insured. A certificate of this insurance being provided to the Association shall be a prerequisite to the Association reserving the Club Facility for a Renter's function. Renters can go to the following link to secure the coverage required herein:

www.theeventhelper.com

Assumption of The Risk, Release And Hold Harmless: Renter(s) recognize that there are certain inherent risks associated with the use of the Clubhouse facilities, and assumes full responsibility for bodily injury or property damage incurred by Renter(s), his or her family members, guests, vendors and anyone else attending the function, and further release, hold harmless and discharge the Association, its officers, directors, employees and agents for any injury, loss or damage arising out of anyone's use of or presence upon the Clubhouse facilities or common area/property of Association in connection with the event, regardless of whether caused by or the fault of the Renter(s), their family, guests, vendors, the Association or any other third parties.

Liability/Waiver of Claims: Renter(s) agrees to be liable for damage to and all costs of cleaning, restoration, repair or replacement of the Clubhouse facilities or common area/property of the Association incurred in connection with an event and for the above-referenced security deposit amount to be applied towards any such expenses and further, that if Renter(s) is an owner and member of the Association, that such costs that are incurred above and beyond the security deposit, including but not limited to any related attorney's fees and costs that may be incurred, shall be collectable from Renter(s) and enforced to the same extent as an unpaid assessment under the governing documents for the Association, as amended, and Florida Statute 720.

Renter(s) agrees to waive any and all claims that they may have against the Association in connection with the usage of the Clubhouse and any bodily injuries, disease, sickness or loss of property they may suffer before, during or after their function and to be solely responsible for any and all liability, damages, bodily injury, disease or sickness suffered by third parties occurring at the Clubhouse area, other common areas of the Association, or at any location at all regardless of whether caused directly or indirectly by the resident, resident's family, guests, invitees, licensees, employees, vendors or other agents, including without limitation, anything occurring during the specified time of the function, as well as during setup and/or clean up time and thereafter and the resident further agrees to indemnify, defend (including attorney's fees and costs through all stages of proceedings), protect and hold harmless the Association and its officers, directors, employees and agents for, from and against any and all claims or causes of action that may be brought against the Association by any member of resident's family or any guests, invitees, licensees, employees, vendors or agents of the resident in connection with their use of the common areas, including but not limited to the Clubhouse, their attendance at the function as may have occurred before, during or after the function.

Assignment: Renter(s) agree that this Agreement and use right of the Clubhouse facilities may not be assigned by Renter(s) to a third party unless the assignment is consented to in writing by the Association prior to the assignment.

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Drafter: Renter(s) acknowledges that this is a negotiated Agreement and the terms that it contains shall not be interpreted in favor of or against Renter(s) or the Association by virtue of any alleged drafter and that Renter(s) have also had the opportunity to consult counsel of choice prior to execution and have read, understand, and agree to the terms. Renter(s) further understands that Renter(s) cannot have use of the Clubhouse facilities or any other common area/property for an event without signing this document and tendering the required security deposit, as well as providing any other documentation or information as required herein or otherwise required by the Association.

Severability: If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of it shall not be affected thereby and each and every remaining term shall be valid and enforceable to the fullest extent permitted by law.

Reproductions: Any electronic, scanned, faxed or photocopied signature or copy of this Agreement shall be deemed one and the same as an original.

Applicable Law And Dispute Resolution: Any claim or dispute arising out of or related to this Agreement or the use of or presence upon the Clubhouse facilities and/or the common area/property of the Association in connection with Renter(s) event shall be resolved under Florida law and through litigation with the prevailing party being entitled to recovery of attorney's fees and costs incurred through all stages of proceedings, including pre-suit, litigation, post-suit and appellate, and the venue shall be in a court of competent jurisdiction in Palm Beach County, Florida.

Acknowledgement

I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s) understands that he or she must be an authorized resident or owner/member of the Association to reserve the Clubhouse for any event and that he or she must remain such as of the date of any event since those who are not either an owner or an authorized resident are not permitted such usage. Renter(s) agrees to observe and obey all posted rules and warnings, as well as the governing documents of the Association and further agrees to follow any oral instructions or directions given by Association, or the employees, representatives, or agents of Association. Renter(s) agrees to only hold his or her event during the specific times allowed and to restore the Clubhouse facilities, equipment and furniture or any impacted common area/property to the condition and location they were in prior to the event. If using vendors for an event, Renter(s) will disclose them and will only use licensed vendors who are also insured at a commercially reasonable level and have them provide a certificate of general liability insurance to the Association at least two (2) business days prior to the event or Renter(s) understands that they will not be permitted on site. Renter(s) agrees that his or her event will not have any activities or usages of the Clubhouse facilities that are reasonably considered dangerous or hazardous or that would otherwise cause the Association's insurance to be negatively impacted. Renter(s) agrees and understands that the Association has first right of usage and that permission to use the facilities as provided for under this Agreement for any event may be retracted or canceled at any time and for any reason and Renter(s) waives any and all claims against the Association, its officers, directors, employees and agents related thereto.

Renter(s) acknowledges that his/her use of the facility is purely for the pleasure of his/her guests. Avalon Trails Board of Directors sanctioned community events shall be permitted for the benefit of the community and shall have scheduling preference. Renter further acknowledges that neither Campbell Management Company ("Manager"), nor the Avalon Trails Homeowners Association ("Association"), has assumed any responsibility for, nor shall the Manager or the

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Association have any liability for, the actions or inactions of the renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, the Association and the respective officers, directors, agents, shareholders, members, successors and assigns, from any claims which renter(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a results of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agrees, to the maximum extent permissible under Florida law, to indemnify, protect and defend and hold harmless the Manager and the Association and their respective officers, directors, employees, agents, shareholders, members, successors, and assigns from and against against any and all claims, causes of actions, demands, damages, judgments, costs and expenses, including but not limited to, reasonable attorney fees and costs incurred per-suit and through all stages of proceedings arising from the anyone's use of or presence upon the Clubhouse facilities or common area/property of the Association, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any action or proceeding is brought against the Manager or the Association, their respective offices, directors, employees, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and renter(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist renter(s) in fulfilling such obligations shall not relieve renter(s) of the indemnification and defense obligations set forth herein.

Signature of Renter: _____

Printed Name of Renter: _____

Approved: Yes _____ **No** _____ **Approved By:** _____ **Date:** _____

The Avalon Trails HOA reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible.

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