

**WATERSTONE II MASTER ASSOCIATION, INC.
AGREEMENT FOR RENTAL OF CLUBHOUSE**

This agreement is made this ___ day of _____ 20___, by and between Waterstone II Master Association, Inc. (hereafter "Association") and that/those person (s) listed below (hereinafter "Users"), being the authorized homeowner (s), or approved tenants (s) in Waterstone II

Name: _____
Address: _____

Please circle one: Owner or Tenant

This agreement is made for the purpose of granting Users the right to reserve and utilize the Clubhouse, being a portion of the common properties of Waterstone II: **(rental of the clubhouse does not include use of the pool or gym)**

The clubhouse users shall have the right to use the Clubhouse facilities on

Date: _____
Based on 4 hour event from: _____ **to** _____
Type of Event _____
ALCOHOL: Y N

In consideration for the exclusive right being given to Users pursuant to this Agreement, the parties hereto agree as follows:

1. SECURITY DEPOSIT Users hereby agree to pay to Association upon execution of this Agreement a security deposit in the amount of Two hundred and Fifty Dollars (\$250.00) (cashier's check or money order) which such deposit **will be deposited** and used by the Association to pay any expenses of cleaning and/or repairs or replacement required after use of the facilities by Users. Deduction from the deposit may also be made as set forth in other provisions of this Agreement. The refund of any unused deposit, or in the alternative, a requirement of payment of additional deposits shall be at the reasonable discretion of Association. The deposit shall not be deemed to be a limit on the liability of Users, and Users specifically agree to be responsible for any additional costs and expenses for cleaning, repairs or replacements or for other items set forth in this Agreement. In the event there are

remaining funds from the initial deposit, such deposit will take approximately 2 weeks for refund after making request.

2. RULES

Users hereby agree to abide by and conform to all rules and regulations of Association, as contained in the Association documents or in this Agreement.

3. INDEMNIFICATION

To the fullest extent permitted by law, User shall indemnify and hold harmless Association and its members, agents and employees from and against all claims, damages, losses and expenses, including sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, resulting from the use of the property, including but not limited to attorneys' fees at both the trial and appellate levels, arising out of or resulting from the use of the property, regardless of how such damage may occur, even if such damage is caused in whole, or in part, by virtue of any act or omissions, whether negligent or intentional, including violations of any duty imposed by Statute or ordinance or regulations, by Association or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

4. INSURANCE

Users homeowners/renters insurance policy will be primary over the Association's coverage in the case of accident or injury, or property damage and user must provide there homeowners insurance if they will be serving alcohol. Users maintain insurance with

under policy # _____

5. COVENANTS

a) Users will comply with all Federal, State and Municipal laws and ordinances and all Rules and requirements of the local police and fire departments, and will obtain any necessary permits and pay any taxes or fees due to any authority arising out of Users' use of the facilities.

b) Users shall not injure, mar, or in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced.

c) If said premises, furnishings or any portion of said building during the term of this Agreement shall be damaged by the act, default or negligence of any persons admitted to said premises by any of the Users, Users shall pay to Association upon demand such sum as shall be necessary to restore said premises to their present condition.

(d) Users shall be responsible for any reasonable attorneys' fee and costs incurred by Association in enforcing any of the provisions of this Agreement, whether or not suit is filed, and if suit is filed the Users shall be responsible for any reasonable attorney fees incurred at the trial or appellate levels. If User is a owner of a unit in Waterstone II, any sums of money owed by Users pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms of this Agreement or which may be owed as a result of a breach of any of the terms hereof may be treated as an assessment and interest thereon, together with reasonable attorney's fees incurred by Association incident to the collection of the assessment or enforcement of such lien. Assessments and installments due shall bear interest from the due date until paid at the maximum rate as allowed by law. Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The lien and foreclosure procedure shall be in accordance with the applicable provisions of the Declaration of Restrictions and Covenants for Waterstone II Master Association, Inc.

e) Association reserves the right (but not the obligation) to enter the premises during the period of Users' use to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of Association, and to prevent any damage to or destruction of the premises.

6. MISCELLANEOUS

USE RESTRICTIONS:

a) The use of the Clubhouse is limited to private parties for Tenants only. Clubhouse is not to be used for activities Related to business groups, civic organizations or any other groups.

b) The owner/resident reserving the Clubhouse agrees to be present for the duration of the time the Clubhouse is reserved. All garbage shall be removed from the premises and the bathrooms and Clubhouse area will be cleaned by no later than 12:00 A.M. the day of Users' use of the Clubhouse. Users agree that there will be a minimum charge of One Hundred Dollars (\$100.00) if Users fail to timely remove the garbage and a minimum charge of One Hundred Dollars (\$100.00) if Users fail to timely clean the bathrooms. Said amounts to be deducted from the Security Deposit and to be promptly paid to the extent the charges exceed the Security Deposit.

c) Music shall be allowed, but shall not be a nuisance to any other owners or residents. Music must be played at volume not to be heard beyond the immediate area of the Clubhouse. In all circumstances, the music must be terminated by no later than 11:00 P.M. Users understand and acknowledge that if the music is played at a volume so as to disturb other owners and residents within the community or if the music continues after 11:00 P.M., the **Two Hundred and Fifty Dollars 250.00 deposits may be forfeited.**

d) **Users** acknowledge that entry into the Clubhouse offices, storage areas, kitchen, pool, gym or locked rooms is strictly prohibited.

e) **Users** acknowledge and agree that no animals are permitted.

f) **Users** acknowledge and agree that there will not be more than eighty (80) people in attendance.

g) **Users** will assume full responsibility for ensuring that none of User's guests will park their vehicles on the grass or in any other area in which parking is not allowed. Improperly parked vehicles are subject to

immediate towing at owner's expense as stated in the Association's Rules and Regulations.

h) Contract is cancelable without penalty upon 24 hours notice by Association in case of closing Clubhouse due to repairs and or vandalism with full refund to user.

l) **Users** acknowledge and agree to hire an off duty police officer/security officer if the event will be using any type of liquor on the premises for the event. Users shall make all arrangements for insuring that the off duty police officer/security officer is contracted for and present at the event. Users shall provide proof of said hiring one (1) full week prior to the event to the Board of Directors or Manager.

7. MANDATORY CLEAN UP AND INSPECTION FEE:

CLEAN UP: a) Anyone renting the facility MUST pay a \$40 cleaning fee in addition to any and other cost incurred. The \$40 must be paid in the form of a cashier's check or a money order made out to Omar Constela, who is are janitorial worker and must be paid at the time of the reservation. Please be advised that the cleaning person will also be performing a visual inspection of the property for any damages.

Signed this _____ day of _____, 20_____.

By Waterston II Master Association, Inc.

User: _____

Signature

Print Name

Address

Home telephone number

Business Telephone Number

Date Deposit Requested:

Date Deposit Returned:

Comments: _____
