

# St. Andrews Townhomes Homeowners Association, Inc.

Watson Association Management

## Clubhouse Rental Agreement

This use, Indemnification and Waiver Agreement (“Agreement”) is entered into by and between the St. Andrews Townhomes Homeowners’ Association, Inc. (“Association”) and (“Owner/s”).

NAME OF OWNER/S: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LOT NO. \_\_\_\_\_

PHONE NO. \_\_\_\_\_ ALTERNATIVE NUMBER: \_\_\_\_\_

DATE OF REQUEST \_\_\_\_\_ TIME OF EVENT: \_\_\_\_\_ AM/PM TO: \_\_\_\_\_ AM/PM

TYPE OF EVENT: \_\_\_\_\_

Rental agreement is for the use of the clubhouse only and does not include use of the pool, gym, or other recreational facilities.

- The entire building is always NO SMOKING at any time! This is to include all areas inside the entrance gate. The only area allowing smoking is outside the main entrance with all cigarette butts placed in the provided container.
- Pets are NOT permitted inside the clubhouse at any time, this will result in the need for carpet and upholstery cleaning at the expense of Homeowner.
- Owners in good standing may rent use of the clubhouse through Watson Association Management for a private event, (such as reception, bridal or baby shower, anniversary, birthday, reunion, etc.). Renters are not allowed to rent such facilities except through their landlord who must be in good standing.
- Doors and gates are not to be left open under any circumstance. This is for the safety of our residence and children who could wonder unattended.
- ***Homeowners should be aware that the Clubhouse is under surveillance at all times.***
- ***Check list: Complete pg. 1, Initial & Date pg. 2, and Sign & Date pg. 3.***

## Rental Policy Information

**Facility Usage:** The facility may not be reserved more than one (1) year in advance. No facilities may be used for fund raising purposes without prior approval from the HOA. Sales of Alcohol are prohibited. Requests for periodic, regularly recurring use of the facility must be approved by the HOA. Set-up is 2 hours prior to event. If you need additional time for set-up, HOA approval is required, no exemptions.

**Rental Agreement:** To reserve the Clubhouse, a Facility Rental Agreement must be completed, signed and returned to the Watson Assoc. Management. Residents **MUST be** current on their homeowner dues in order to rent the facility.

**Rental Fees: \$100.00 rental fee per diem.** All rental fees and a refundable security deposit are due at time of application. Make your checks Payable to St. Andrews Townhomes, Inc. for \$100.00 rental fee AND \$200.00 Deposit.

**\*\*Must be 2 separate checks\*\***

Mail or bring your check with this completed form to: Watson Association Management, 430 NW Lake Whitney Place, Port St Lucie, Fl., 34986.

**Security Deposit:** All rental applicants must pay a security deposit of **\$200.00**. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. 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 a lien on homeowner(s) property. The decision of whether the deposit shall be refunded is solely up to the HOA BOARD and will not be refunded until the facility has been inspected by a **St. Andrews HOA board representative**.

**Reservations:** Clubhouse reservations are "first---come, first---served" with priorities given to St. Andrews Townhomes Homeowners Association functions. A completed reservation form and both subsequent checks are to be received 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 St. Andrews Townhomes HOA Management Company. Renter will receive confirmation letter which will include a Post Function/Event Cleanup Checklist and instructions on obtaining and returning the key.

**Parking:** Limited spaces are available for parking at the St. Andrews Townhomes Community Clubhouse. Vehicles shall not be parked on the grass or parked along the road.

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

**Animals:** Animals, except for service animals, are not permitted inside the clubhouse.

**Illegal Drugs** are NOT allowed anywhere on the premises. Any breach of this rule will result in forfeiture of all refundable deposits, the event will be closed down by the Constable, possible limitation or loss of privileges for using the facilities in the future (to be determined by HOA Board).

**Smoking:** use of tobacco products on the premises is prohibited.

**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.

**Alcoholic Beverages:** If any alcoholic beverage is to be present, proof of host liquor liability insurance must be provided with combined single limit coverage of \$500,000 with respect to injuries, deaths, or damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be delivered to the office of Watson Association Management at least one (1) week prior to the Clubhouse rental or the rental agreement is subject to automatic termination by the Association. Alcohol cannot be sold on the premises.

**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. All tabletops, chairs, counter tops, and any appliances must be wiped clean. All appliances and lights need to be turned off, all doors/windows locked and the alarm set. Rental applicant shall mop and sweep all floors, vacuum all carpets. If it becomes necessary for HOA to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the HOA and \$25.00 for lost or damage clubhouse access key.

**ALL TRASH AND GARBAGE MUST BE DISPOSED OF:** Garbage must be taken from the facilities and brought back to their home for trash disposal, **NOT IN THE CLUBHOUSE CONTAINERS** (Inside or Outside of the Clubhouse). Trash/Garbage left on premises will result in a \$50 charge for removal

**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.

**Confetti:** Thrown rice, birdseed, **glitter**, and all types of confetti are prohibited at the clubhouse.

**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.

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

Initial \_\_\_\_\_ Date \_\_\_\_\_

**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 by a St. Andrews Townhomes HOA representative before and after the event to ascertain any damage which might have occurred during the event or pre/postproduction of the event. Special care must be taken in the moving of furniture to prevent damage to walls, floors and furniture. Nothing must be allowed to drag 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.

**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.

**Questions/Problems?** If you have any questions for problems before or during your rental of the Community Clubhouse, please call Watson Association Management at 772-871-0004.

### **Required Signature**

I have read all 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) acknowledges that his/her use of the facility purely for the pleasure of his/her guests. Sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither Watson Association Management ("Manager"), nor the Homeowners Association ("Association"), has assumed any responsibility for, nor shall the Manager or the 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 offices, directors, shareholders, agents, 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 indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, 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, 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:** \_\_\_\_\_

**Date:** \_\_\_\_\_

St. Andrews Townhomes, HOA reserves the right to refuse application for good cause or to revoke the rental applicant's permits privileges. If this occurs, we will attempt to notify you as soon as possible.