

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO 1, INC

CONTACT PHOENIX MANAGEMENT SERVICES, INC.

Property Manager Ivonne Zani, LCAM

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PROCEDURE FOR RENTING THE CLUBHOUSE

\$150.00/\$250.00 rental fee due, to secure date.

\$250.00 check deposit due at least 3 days in advance of event.

All checks or moneys orders made payable to: SAN DE VANCE

CLUBHOUSE: Hours: 6 a.m. to 11:00 p.m.

No one under the age of 21 is allowed in the clubhouse without adult supervision. Furthermore, according to State law, no alcoholic beverages may be consumed by anyone less than 21 years of age.

The clubhouse is available to owners and renters for their exclusive use for parties, functions, etc., provided the person making the reservation is in attendance at the event. The clubhouse may be reserved on a "first come, first serve" basis. No reservation shall be accepted until the following conditions are met:

1. Payment of a non-refundable \$150.00 for 4 hours; \$250.00 for anything over 4 hours by check or money order rental fee.
2. Payment of a \$250.00 in check, as damage deposit which shall be completely refundable upon inspection should no additional cleaning or repairs be required.
3. Documentation that the person making the reservation has a personal Liability insurance policy for his/her protection as well as the Association, insurance if an accident on the premises occurs during the event. This information must be on file with the Condo office.
4. Agreement that attendance at the event will not exceed 75 persons.

The person making the reservation shall be responsible for setting up the room. Food and beverage spills are to be wiped up promptly. Professionals will be used should any major cleaning be required and the fee will be charged to the lessee. All food, garbage and other items shall be cleared immediately after the party and deposited in appropriate containers at the compactor area. The recreation room, lavatories, pool area, and other cent areas must be returned to their original condition by 10 a.m. of the following the function.

San De Vance Golf & Tennis Club Condominium Association No. 1, Inc
500 N.W. 67th Street, Boca Raton, Florida 33487

Clubhouse Rental Application

Owner/Tenant Name: _____ Bldg#: _____ Unit#: _____

Phone number of Owner/Tenant: _____

Date of reserved event: _____

Number of Guests: _____ Event Type: _____

Rental payment amount \$150.00/4 HOURS ___ \$250/4+ HOURS ___

Damage Deposit amount \$250.00 — Receipt # _____

Date copy of Insurance provided: _____ 20_____

Clubhouse checklist prior to event:

Date and time checked: _____ Signed: _____

- Room clean and ready for rental
- Restrooms and kitchen **clean in an orderly fashion**
- Any concerns or existing damage, please list:

Clubhouse checklist post event:

Date and time checked: _____ Signed: _____

- Garbage and recyclables are removed from clubhouse
- All food and beverages removed from kitchen.
- Restrooms clean and in an orderly fashion.
- All decorations removed.
- Floor has cleaned of any debris.
- No breakage, graffiti, or damage to premises, furniture, or equipment.
- No excessive cleaning required by Association.
- Any concerns or damage, please list.
- NO MOVING OF FURNITURE.**

Owner/Tenant Initial _____

Clubhouse Rules and Lease Agreement

CLUBHOUSE: Hours: 6 a.m. to 12:00 a.m.

The Clubhouse is available to owners and renters for their exclusive use for parties, functions, and small gatherings provided the person making the reservation *is* in attendance at the event. The clubhouse may be reserved on a "first come, first serve" basis. No reservation shall be accepted until the following conditions are met:

1. Reservation is made at least 7 days in advance, at the Association office, during regular office hours.
2. Payment of a non-refundable \$150.00 for 4 hours and \$250.00 for any event exceeding 4 hours payable in check or money order.
3. Payment of a \$250.00 in check for damage deposit which shall be refundable in full or part upon inspection should no additional cleaning or repairs are necessary to return the space to its original condition.
4. Insurance documentation that the owner/tenant making the reservation has a Certificate of Liability Insurance policy for his/her protection as well as the Association in the amount of at least \$300,000.00 (Three Hundred Thousand and 00/100 Dollars). This insurance is in case of an accident on the premises during the event. This certificate must list San De Vance Golf & Tennis Club Condominium Association No. 1, *Inc.* as an additional insured, and must be on file with the Association office prior to the event being approved. (This certificate of liability insurance can be issued by the owner/tenant via homeowner insurance or other insurance carrier.)
5. Agreement that attendance at the **event** will **not exceed** 75 persons.
6. No one under the age of 21 is allowed in the clubhouse without adult supervision. Furthermore, according to State law, **no** alcoholic beverages may be consumed by anyone less than 21 years of age.
7. *The* person making the reservation shall be responsible for setting up the room. Food and beverage spills are to be wiped up promptly. Professionals will be used should any major cleaning be required and the fee will be charged to the lessee.
8. All food, garbage and other items shall be cleared immediately after the party and deposited in appropriate containers at the compactor area in the front of the community.
9. The main clubhouse room, restrooms, pool area, and other adjacent areas must be returned to their original condition by the 12:00 a.m. departure of the owner/tenant.
10. All pool rules must be followed if function is during hours that pool is open for use. (Dawn Dusk).
11. Association, the Board of Directors, and its' Committees must also reserve the clubhouse for their exclusive use. However, the stipulated fees are waived because the association sponsors the events.

Owner/Tenant_____

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. 1
INC CLUBHOUSE LEASE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION NO. # 1, INC, (hereinafter "ASSOCIATION") and the individual listed below, (hereafter "USER") being the owner(s)/tenant(s) of a dwelling unit in San De Vance Golf & Tennis Club No.1, a Condominium.

This Agreement is *made for* the purpose of granting USER exclusive lease rights in the common element recreation facility (Clubhouse), This Agreement is made on the following terms and conditions:

1. *The terms of this Lease shall be* for one (1) day on _____, 20____ from _____ Am/pm to _____ am/pm unless otherwise agreed by the parties in writing. The proposed use of the leased premises is as follows:

2. The rental amount shall be One Hundred & Fifty Dollars and 00/100 (\$150.00) for up to 4 hours, or \$250.00 for over 4 hours. The parties here to acknowledge the adequacy of this consideration.

3 USER hereby agrees to abide by and confirm to all rules and regulations of ASSOCIATION, as contained in the ASSOCIATION documents, or as may be promulgated from time to time by the Board of Directors of the ASSOCIATION.

4. USER hereby agrees to hold ASSOCIATION and its officers, directors, employees, and agents harmless and to defend and indemnify them against any public liability and/or property damage liability and any other claim of any type which may arise or accrue by reason of the use by USER of the facilities and/or any of USER'S guest or invitees. Such indemnity shall include, without limitation, all attorneys' fees and costs incurred by ASSOCIATION and its officers, directors, employees and agents.

5. Use of facilities:

- a. USER will comply with all laws of the United States, the State of Florida, ordinances of Palm Beach County, and all rules and requirements of the City of Boca Raton, including local police and fire departments, and will pay any taxes or fees due to any authority arising out of USER'S use of the facilities.
- b. USER shall not injure, no mar, nor in any manner deface said premises, and shall *not cause or* permit anything to be done *whereby the* said premises (including all personal property and fixtures located therein) shall be in any manner injured, marred or defaced.
- c. ASSOCIATION shall assume responsibility for the normal and ordinary repairs and maintenance of the leased premises. However, if said premises (including all personal property and fixtures located therein), during the term of this Agreement shall be damaged by the act, default or negligence of the USER, or of any of the USER'S agents, employee(s), patrons, guests, or any persons admitted to said premises by USER. USER shall pay to ASSOCIATION upon demand such sum shall be necessary to restore said premises to their present condition.

d. USER agrees to provide the ASSOCIATION a security deposit in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00), in check, so that security deposit may be utilized by the ASSOCIATION to repair any damage caused to the leased premises (including all personal property and fixtures located therein) by USER, or its agents, employees, patrons, guests or any person admitted to the premises by USER. The security deposit shall be returned to the USER within fifteen (15) days of the end of this lease, less any amount retained by the ASSOCIATION to repair damage to the leased premises. The USER shall be responsible for all costs in excess of the security deposit.

e. USER will provide proof of an active and fully enforced personal liability insurance policy for his/her protection as well as the Association, in case of an accident on the premises during the event A copy of this documentation must be on file with the ASSOCIATION office.

f. USER shall be responsible for any attorney's fees and costs incurred by ASSOCIATION enforcing any of the provisions of this Agreement, including all appellate proceedings.

6. USER understands that the use of the leased facilities is at his/her own risk, as well as or of any of the USER'S agents, employee(s), patrons, guests, or any persons admitted to said premises by USER. The ASSOCIATION will not be responsible for any damages or lost items.
7. USER may not assign his/her/their rights or interest under or sublet the premises, without giving written notice of such assignment or sublease to the Association, together with such other information which the ASSOCIATION may reasonably require, and the ASSOCIATION may deny such assignment or sublease in its sole and absolute discretion.
8. USER understands that no reservation is confirmed until completed reservation form is approved, the rental fee and security deposit have been paid, and the insurance requirement is submitted. Approval is dependent upon intended use, availability, and USER'S agreement to abide by the terms and conditions listed herein.

I _____, of Bldg _____, Unit _____ have reviewed, and agree to the obligations set forth in this lease agreement.

Dated this _____ day of _____, 20 _____

Signed: _____ (USER)

Printed Name:

I _____, on behalf of the San De Vance Board of Directors have reviewed, and verified that all obligations set forth in this lease agreement have been met, and approve such application.

FOR THE ASSOCIATION:

Signed _____
Board of Directors

Date: _____