

Riviera Isles Clubhouse Rental Agreement Checklist

Please initial next to each item, that you have read and understand the following information pertaining to your rental at the Riviera Isles Clubhouse on _____ (Date of Event).

1. Required prior to contract filled out. Residents understand that they must provide their own insurance to cover the event.

2. Hours available for party rental are the same as current hours of the clubhouse facility. After hours parties are available but cannot exceed past midnight under any circumstances.

3. Residents have read and understand all conditions and requirements to the *Riviera Isles Homeowners Association Agreement for Use of Common Property*. (No grills, bounce houses are permitted.)

4. Residents understand that Rental Agreement purchase hours cannot exceed 6 hours maximum. Any time exceeding the 6 hours maximum will be penalized \$62.50 per 15 minutes.

5. Please note that other than the patio or great room, any other areas such as the pool, basketball court, and play areas are not available for the party's exclusive use. The resident must be present with their guests. Maximum 6 guests per household for pool use, maximum 10 guests for the basketball court use, and maximum 6 guests (children under 12 years old), accompanied by an adult for the playground use.

6. Deposits are as follows. (Security deposit due at the time of Agreement submission; remaining fees due at least seven (7) days prior to the event). Funds are deposited not held.

Great Room - \$500.00 - (150 persons Max) Patio - \$250.00 - (75 persons Max)

7. If any portion of the Agreement is violated, the Resident understands that the event can be cancelled immediately if the situation is not rectified. If an event is cancelled under this clause there will be NO REFUND for the rental fee.

Signature of Homeowner: _____ **Date:** _____

Official Use Only

Received by staff on (Date): _____

Received by: _____

Check Number(s): _____

Amounts: _____

Recorded in Outlook

Check owner balance for Master

Application complete

Check on your balance for Village

Verified that the application is the owner or tenant

Staff Member that contacted the homeowner 48 hours in advance: Name: _____ **Date:** _____ **Time:** _____

Facility Use Agreement

Name of Resident(s): _____

Address: _____

Owner Name (if Lease): _____

Resident Day Phone: _____ Evening Phone: _____

Facility Requested: **Please mark facility you wish to use in the box below.**

CHECK HERE	FACILITY	USE RESTRICTION
<input type="checkbox"/> _____ Extra hrs. <i>purchased:</i> (2 max) Note <i>business or after hrs.</i>	GREAT ROOM & PATIO – Rental Use Fee Security Deposit: \$500 (Due at time of reservation/agreement submission) <u>*4 Hours Minimum</u> Business Hours – \$75.00/hr. (x4 = \$300) After Business Hours – \$115.00/hr. (x4 = \$460) *Clubhouse Business Hours (M-F 9am-6pm) (Sat – 10am-2pm) (Sun- closed)	Maximum # Attendees - 150
<input type="checkbox"/> _____ Extra hrs. <i>purchased:</i> (2 max) Note <i>business or after hrs.</i>	PATIO – Rental Use Fee Security Deposit: \$250 (Due at time of reservation/agreement submission) <u>*4 Hours Minimum</u> Business Hours – \$31.25/hr. (x4 = \$125) After Business Hours – \$75.00/hr. (x4 = \$300) *Clubhouse Business Hours (M-F 9am-6pm) (Sat – 10am-2pm) (Sun- closed)	Maximum # Attendees - 75

Date of Even: _____ Number of People Attending: (See limits above): _____

Arrival Time: _____ AM PM Departure Time: _____ AM PM

Courtesy Hour Time: _____ (AM / PM)

Alcohol being served: YES NO Moving Furniture: YES NO

Maximum 4 hours unless otherwise approved, in advance, by management.
ONE HOUR TOTAL ALLOWED AS COURTESY TO BE USED FOR SET UP OR CLEAN UP.
THIS TIME IS NOT GIVEN TO EXCEED PAST RESERVED TIME.

Description of Event (including SPECIFIC activities): _____

Are you requesting permission for outside equipment to be brought in? (party rental equipment, catering services, DJ, etc...) If yes, please list specific equipment: _____

**SPECIAL
REQUEST:**

Renter Initial

This Agreement is made between **Riviera Isles Master Association, Inc.** (herein the "Association") and _____, (herein the "User") the owner(s)/tenant(s) of record of the property located within the Riviera Isles Community, specifically located at: _____ for the use of the Association facilities, subject to the following terms and conditions:

Terms and Conditions

1. User (indemnitee) hereby agrees to hold the Association (indemnitor) harmless and to indemnify it against any public liability and/or property damage liability which may arise or accrue directly or indirectly by reason of the use by User of the facilities. The Association shall not be responsible for any damage or injury, including wrongful death that may occur to the User or Users' guests, invitees, licensees, agents, servants or employees, or property from any cause whatsoever, during the period covered by this Agreement; and User hereby expressly releases the Association from and agrees to indemnify it against any and all claims for such loss, damage or injury, including wrongful death. It is expressly understood and agreed to by the User and the Association that the indemnitor shall further indemnify the indemnitee against any and all claims for liability occasioned by the indemnitees' sole negligence, whether based upon a negligent act or failure to act by the Association, its officers, directors, agents, and/or employees
2. Attached to this agreement is a **Great Room Security Deposit of \$500.00 or Patio Security Deposit of \$250.00** in the form of a check or money order (NO CASH) payable to the association. The security deposit is required at the time of reservation/agreement submission. The security deposit may be used by the Association to pay expenses of cleaning and/or repairs or replacement required after use of the facilities by the User. Refund of any security deposit or requirement of payment of additional monies required to return the facility to its condition prior to its use shall be at the sole discretion of the Association, which may include, without limitation, a final inspection of the premises by an Association representative. The security deposit may be forfeited in full, or in part, as a result of any violations of the Rules regarding the rental of the facility contained herein, including, without limitation, the event exceeding the approved amount of time of the event. Should damages or cleanup requirements exceed the Security Deposit amount, the balance will be the financial responsibility of the User. Funds are deposited, not held.
3. Also attached is the Rental Use fee in the form of a separate check or money order (NO CASH) made **payable to the association** in the amount listed on the front page. User understands that this Rental Use fee is non-refundable for any reason other than unavailability of the Facilities reserved or if a written notice to cancel the event is delivered to the Association at least seven (7) days prior to the event. User understands that all events will be required to have one staff member present during the scheduled event. The staff will, not assist with function.
4. After hour parties (after the clubhouse business hours) can be reserved at a billing rate of \$75.00 per hour for the Patio area only option and \$115.00 per hour for the Great Room & Patio area option. A maximum of 2 additional hours can be purchased at the time of reservation. If the event exceeds the approved reservation time, there will be a penalty charge of \$62.50 for every fifteen (15) minute period in excess of the approved reservation time, with any such penalty being deducted from the security deposit.
5. No event may exceed past Midnight.
6. If you are serving alcohol there will be an additional fee of \$25.00 per hour.
7. **If alcohol is served and it is not disclosed at the time of agreement, a \$100.00 penalty (on top of the alcohol fee) will be deducted from your Security Deposit.**
8. **User agrees to clean the Facilities immediately after this event and restore them to their normal tidy state. Facility does not supply any cleaning supplies. User further agrees to remove from the Facilities and properly dispose of all decorations and trash generated by the event in the provided dumpster (located in the clubhouse parking lot). Decorations may be affixed only by string or masking tape and in a manner that will not cause damage to walls or other components of the Facilities. No tacks or nails and no glitter or confetti are permitted.**
9. **Furniture can be re-configured within the room. Subject to the advance approval by a property management company representative, furniture can also be removed if there is not a conflict with another clubhouse service or event. The furniture can be relocated to the dance studio as long as there is not conflict with schedule. Tarps**

will be provided to protect the integrity of the floor. All furniture must be put back into the same configuration as found. Association employees are not responsible to move furniture.

10. User hereby agrees to abide by and conform to all of the provisions of the Governing Documents of the Association, the Rules and Regulations of the Association, and with all Federal, State, County and City laws, ordinances, and regulations. Any violation of the foregoing, or any other provision contained within this Agreement may result in the forfeit of the security deposit in full.
11. User certifies that the Facilities will not be used in a manner as to create a hazard or nuisance to the Facilities and/or to other residents and/or guests of the community, and understand that the management company and association and its representatives reserve the right to cancel or terminate this event if, in their sole opinion, such a hazard or nuisance exists or will exist or any of the terms of this agreement are violated by me/us and/or my/our guests or invitees.
12. **User understands that this agreement does not grant me/us the exclusive right to use any of the Facilities, nor does it grant the right to use any facilities other than those specified in the agreement. User has read and understood the use restrictions placed on any facility that I/we have requested use of.**
13. NO USAGE of the lobby, children's room, small conference room, dance studio and gym is permitted. The dock located behind the clubhouse is not to be used for any event. All access doors may not be propped open, unless approved, in advance, by a management company or Association representative.
14. User understands he or she will be responsible for his or her conduct as well as the conduct of the User's guests and invitees, and to ensure compliance with all rules and regulations governing the use of the Facilities.
15. User understand that for the safety and welfare of all residents and guests, the following are strictly prohibited: *(i) Grills of any kind, *(ii) Illegal Substances, *(iii)Smoking, *(iv) Music at a level that is disturbing to others, and the User agrees to lower the music upon request by any representative of the management company or Association*(v) Alcohol is not permitted unless using a caterer (no exceptions), (vi)*No bounce houses; (vii) Parking any vehicle that blocks the ingress/egress of other vehicles, or any fire lanes, or is parked in any manner that violates the Rules and Regulations of the Association.
16. Unless otherwise approved by the Board and/or the property manager, in advance, in writing, the club may be rented by a resident (owner or approved occupant), (per lot) only one (1) time every six (6) months.
17. (a) **Only those residents (owner, tenant or other approved occupant), who are not delinquent in the payment of any monetary obligation to the Association may apply to rent the club.**

(b) The User must provide to the Association, at least one (1) week prior to the event, evidence of special event liability insurance with a minimum liability coverage of \$300,000.00 (if alcohol will be served at the event, the insurance policy must also include host liquor liability insurance). The foregoing insurance policy must name the Association as an additional insured on such policy. It is suggested that the User contact his or her insurance agent to obtain the required policy (or the User can consider visiting the following website: www.theeventhelper.com to obtain a policy).**All vendors must provide liability insurance coverage with a minimum of \$1,000,000 and the Association must be listed as additional insured on the policy. All outside vendors (caterers, DJ's, Florist) used for the event must provide proof of insurance at least seven (7) days prior to the event (No exceptions).**
18. Facility use requests for holidays, including, but not limited to, the following will be considered on an individual basis: New Year's Eve, New Year's Day, Valentine's Day, Easter, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas. At the sole discretion of the Association and/or property management, these and/or other days may be blocked out for special functions or closing of the Facilities.
19. User agrees to be present during the entire event including set up and clean up. This agreement may not be assigned to another person.
20. Date changes are possible provided the requested room is available and no less the seven (7) days written notice is given to the club.

21. No entrance fee may or pre-sold tickets are permitted for any function. The facilities may not be used for any commercial/for-profit activity, including, without limitation, any sales events. Also, no religious services or political functions are permitted.
22. I/We understand that this agreement shall not be effective until approved by the management company and you receive notification from the management company that the facility reservation is valid.
23. **Violation of any of the above rules and regulations will result in a \$100 infraction per non-compliance.**
24. User shall be responsible for any attorneys' fees and costs incurred by the Association in enforcing any of the provisions of this Agreement. Any sums of money owed by the User as a result of the breach of any of the terms hereof, shall be treated as an assessment against User's home for any unpaid assessment and interest thereon, together with reasonable attorneys' fees and costs incurred by the Association, incident to the collection of the assessment or enforcement of the lien, which lien shall be available to the Association against User's home to secure any sums of money pursuant to the terms of this Agreement, as provided under the Restated Declaration of Restrictions of the Association. Assessments and installments due thereon, not paid when due shall bear interest from the due date until paid at the maximum interest rate allowed by law as same shall be amended from time to time. The Association may bring action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring action to recover a money judgment for the unpaid assessments without waiving any claim of lien.
25. User certifies that persons under the age of eighteen (18) attending the event set forth herein will be supervised by an adult at all times. User assumes all responsibility for any damage, injury, or misconduct by all persons, including persons under the age of eighteen (18) in attendance at the event covenanted herein.
26. Should any paragraph or portion thereof of this Agreement be found to be unenforceable by a Court, such finding shall apply only to the provision of portion thereof found to be unenforceable, and shall operate to leave all other paragraphs and portions of this Agreement in full force and effect.
27. All completed documentation, including, without limitation, this signed and approved Agreement, the Security Deposit, Rental Fee(s), and Proof of Insurance Policies, must be submitted to the Association office at least seven (7) days in advance of the event.

I have read and understand all conditions and requirements of the Riviera Isles Homeowners Association Agreement for Use of Common Property. If any portion of this agreement is violated, the member understands that the event can be cancelled immediately if the situation is not rectified. If an event is cancelled under this clause there will be no refund of the rental fee.

Print Name	Resident Signature	Date
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Office Use Only

PAYMENTS: Deposit Check # _____ Use Fee Check # _____

Agreement is: Approved _____ Disapproved _____

Additional Conditions:

Association Dues Status	Authorization	Date
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***Recorded in Outlook- Allowed for one hour courtesy.**

*** Make a copy of the signed agreement. (1) copy for the resident, (1) copy for the Association.**

Renter Initial

RIVIERA ISLES CLUBHOUSE RENTAL -WALK THROUGH

NAME _____ ADDRESS _____

DATE OF PARTY _____ GREAT ROOM _____ PATIO _____

Please note when renting the facilities the room must be returned in the same condition it was found. All furniture must be reconfigured as found. Kitchen and Bathrooms must be returned cleaned. A walk through will be conducted before and after the event. Please indicate anything found broken, damaged or stained prior to the event. This will prevent you from becoming responsible for damages that were there prior to the event. A member of the staff will conduct a preliminary walk through with you to eliminate prior damage.

All trash bags must be brought directly to the dumpster before the end of the event.

Please note there are no cleaning products provided so please provide your own.

<u>KITCHEN CLEAN</u>	<u>BEFORE</u>	<u>AFTER</u>
<u>REFRIGERATOR CLEAN</u>	<u>BEFORE</u>	<u>AFTER</u>
<u>MICROWAVE CLEAN</u>	<u>BEFORE</u>	<u>AFTER</u>
<u>CARPET CLEAN</u>	<u>BEFORE</u>	<u>AFTER</u>
<u>FURNITURE</u>	<u>BEFORE</u>	<u>AFTER</u>
<u>BATHROOMS CLEANED</u>	<u>BEFORE</u>	<u>AFTER</u>
<u>PATIO FURNITURE</u>	<u>BEFORE</u>	<u>AFTER</u>
<u>TRASH BAGS REMOVED</u>	<u>BEFORE</u>	<u>AFTER</u>

DOORS AND WINDOWS LOCKED

PICTURES TAKEN OF DAMAGE

ADDITIONAL HOURS STAYED _____

SECURITY HOURS _____

INSPECTED BY: _____

RIVIERA ISLES CLUBHOUSE RENTAL -WALK THROUGH

Carpet Cleaning.....	\$300.00
Carpet spot cleaning.....	\$30.00 Per hour
Carpet tile replacement.....	\$80.00 Per tile
General cleaning kitchen.....	\$75.00
Microwave cleaning.....	\$30.00
Refrigerator cleaning.....	\$30.00
Vacuum.....	\$50.00
Bathroom cleaning.....	\$75.00
Trash bags.....	\$25.00 Per bag
Furniture not put back as found. Reconfigured within room.....	\$50.00
Furniture not put back. Relocated from room to room.....	\$150.00
Furniture replacement at cost.....	TBD