

Trails End Villas COA, Inc.
4227 Northlake Boulevard
Palm Beach Gardens FL 33410
Tel: (561) 626 0917 Fax: (561) 626 7143
www.seabreezecms.com

CLUB HOUSE USE POLICY

**ONLY Owners may rent clubhouse.
Unit owner must be current with assessments and must be in good
standing with the rules and regulations.**

The Board of Directors has established the following policy for use of the Association's Clubhouse.

1. The clubhouse may be reserved for private functions by unit owners only. When so reserved, the unit owner must be present at the function. No commercial business is permitted: this includes but is not limited to events such as: Tupperware and Avon parties, seminars or demonstrations. In addition, no political gatherings or parties.
2. Any bonifide owner reserving the clubhouse is required to provide a non-refundable rental fee of \$35.00 and a refundable damage deposit in the amount of \$100.00 when making their reservation. The \$100.00 deposit will be returned after the function is over, providing the clubhouse is cleaned (i.e.; garbage taken to dumpster, floor swept and mopped, tables wiped, bathrooms cleaned, etc.), all signage and decorations must be removed from the inside or outside of the clubhouse (decorations and signage are not permitted at the entrance of the development), no damage has occurred and furniture is returned to its original location (chaise lounge, chairs and couches must remain in the front left and right room). If there is damage or if the Board is required to clean up, then an appropriate amount as deemed by the Board will be deducted from the deposit. If the amount required to clean up or repair any damage exceeds the amount of the deposit, the owner will be billed accordingly.
3. The clubhouse may be reserved for private functions between the hours of 8:00 a.m. to midnight only and will be on a first come, first-served basis. A reservation will be deemed made only after the damage deposit of \$100.00 and rental fee of \$35.00 is received.
4. When the clubhouse is used for a private function, the pool, pool deck area and the restrooms will remain open for use by all other owners/lessees.
5. The owner using the clubhouse is responsible for ensuring that there is no excessive noise which becomes a nuisance to other owners/lessees. If a function becomes a nuisance to other neighbors and/or the police need to be called, the function may be canceled by the Board. Future ability to rent the clubhouse may be in jeopardy.
6. There is a small kitchenette with an oven, a sink and a refrigerator. If used, we ask that these be cleaned.
7. Please check the day prior to renting the clubhouse for paper towels, toilet paper and soap. If these amenities are not present please bring your own. This will help your association save money.
8. The owner using the clubhouse is responsible for keeping all guests inside the clubhouse, on the sidewalk directly in front of the clubhouse, to the side of the clubhouse or within the pool area. Guests are not allowed to gather or congregate in the driveway or paved parking lot where they may could disrupt normal traffic flow or become a traffic hazard. Guests are not permitted to roam the development grounds.
9. Exceptions to these guidelines may only be granted by the Board of Directors

APPROVED AT February 28, 2011 Board of Director's Meeting.

Trails End Villas COA, Inc.

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Palm Beach Gardens, FL. 33410
Tel (561) 626-0917 Fax (561) 626-7143

Rental Agreement for Clubhouse

Date Needed: _____

Start Time: _____ Finish: _____

Purpose: _____

Unit Owner's Name: _____

Unit Owner's Address: _____

Owner Phone #'s: _____

Emergency Contact & Phone #: _____

Clubhouse deposit and rental fee: Check in amount of **\$35.00** for a non-refundable rental fee and a **\$100.00** separate deposit which is refundable upon satisfactory inspection by Property Manager **and** if no other violations occurred according to the rules stated in this agreement and the clubhouse policy. Please return completed form and checks at least 10 days prior to rental date.

Rules: NO disturbance of the peace. In the event that ANY resident within Trails End Villas calls the police or management office with a complaint of any nature that is coming from the clubhouse building then the ongoing activity will cease immediately and all persons will be required to vacate the premises. No refund of the deposit fee will be made. Future ability to rent the clubhouse may be in jeopardy.

Clubhouse must be left in same or better condition as prior to rental.

All participants must park in designated guest parking spaces within the parking lot or be subject to towing and termination of the activity.

Clubhouse is available for unit owners only, not for tenants. Deposit and rental fee must be paid by the owner of the property. Deposits are returned to the owner. Refundable amounts may be subject to reduction or revocation if violations of the clubhouse rental agreement and/or clubhouse policy occur, as deemed by the Board.

Clubhouse hours for rental are between 8am to midnight. NO activity permitted after midnight or before 8am.

* If you need to borrow a key for clubhouse access the deposit is \$100.00. **CASH ONLY**

Please check the day prior to renting the clubhouse for paper towels, toilet paper and soap. If these amenities are not present please bring your own. This will help your association save money.

OFFICE USE ONLY

Current on dues: Yes / No Number of people: _____ Number of vehicles: _____

\$100.00 Deposit: Cash

\$35.00 Rental Fee: Cash Money Order Cashier Check Check #: _____

\$100.00 Key Deposit: Cash

Rental Rules Contract

- 1) The association has the authority, in its sole discretion, to rescind permission for your use of the Clubhouse at any time.
- 2) Owner hereby agrees to indemnify and hold the association (and the association's employees, management company, directors and agents) harmless from and against any and all claims, actions, debts, liabilities, damages, expenses, injuries, and/or obligations of any kind including, but not limited to, attorney's fees outside of litigation and at both the trial and appellate levels, related in anyway to Owner's use of the clubhouse pursuant to this agreement, and/or related in any way to any occurrence arising out of Owner's use of the clubhouse.
- 3) Owner understands and agrees that Paragraph 2 hereof shall apply despite any negligence or gross negligence on behalf of the association, or the association's employees or agents.
- 4) Immediately upon conclusion of the party, Owner agrees to return the clubhouse furniture and any other related common property to the same condition as they were in prior to the party. All furniture must be returned and placed back in original location. Owner agrees to promptly reimburse the association for any and all damage to the clubhouse, other common property and/or other personal and/or real property arising out of, or related in any way to Owner's use of the clubhouse pursuant to this agreement.
- 5) Owner warrants and represents that he/she will institute adequate safety measures for the subject event at the clubhouse including, but not limited to, any necessary security personnel, and Owner understands that the association is relying on Owner's representation in this regard in permitting use of the clubhouse for the subject event.
- 6) Owner warrants and represents that no alcoholic beverages will be served or allowed on the premises by Owner or any other persons who are guests, employees, agents, licensees or invitees of Owner.
- 7) Owner agrees to be solely responsible for all guests and invitees to the party, and any violation of the governing documents or the law by any such party shall be deemed a violation by Owner, actionable by the Association as such.
- 8) Owner warrants and represents that he/she is either the sole owner of the above stated real property within this community or that he/she is the authorized agent to execute this form for all co-owners and/or entities which own or co-own said real property.
- 9) Owner understands and agrees that, as to any amounts due from Owner to the association hereunder, if Owner fails to pay same within thirty (30) days of receiving a written notice from the association, such amounts will be treated as on assessment against the Owner (and the association's real property in the community pursuant to the declaration).
- 10) Each and every covenant and agreement herein contained shall insure to the benefit of and shall be binding upon the heirs, legatees, devisees, assigns, administrators, personal representatives and successors in interest to the parties.
- 11) Any waiver by a party of another party's obligations hereunder shall not be deemed a waiver as to future obligations.

- 12) No modifications, addendum or amendment to this agreement shall be effective unless it is contained in writing signed by all the parties hereto.
- 13) Owner may not assign Owner's rights and/or obligations hereunder without the prior written consent of the association, and any attempt to do so shall be null and void.
- 14) This Agreement shall be construed and interpreted under and in accordance with the laws of the state of Florida.
- 15) In any action to enforce the provisions of this agreement: (a) the prevailing party shall receive its reasonable attorney's fees, at both the trial and appellate levels; (b) the parties agree to the exclusive jurisdiction of the State courts located in Palm Beach County, Florida the parties waive any and all rights to a trial by jury.

Other conditions:

By signing below authorized party accepts responsibility for the clubhouse usage; agrees that there shall be no nuisance caused to any residents of Trails End Villas and also that the clubhouse will be left in the same or better condition than prior to the rental. Failure to comply with any of the above will result in the unit owner being billed for the cost of restoration back to the condition prior to the activity held.

Signature: _____ Date: _____

Printed Name: _____

Authorized By: _____

(Property manager signature or board president are the only persons authorized to sign this is necessary to ensure no double bookings take place.)

ADDENDUM TO CLUBHOUSE RENTAL AGREEMENT

EACH LINE TO BE SIGNED BY OWNER(s). By signing below owner agrees to all terms and conditions to have the security deposit returned.

- 1) LIGHT-WEIGHT DECORATIONS MAY ONLY BE ATTACHED USING PAINTERS TAPE ONLY TO ANY PAINTED SURFACE, INCLUDING CEILING AND WALLS. IF OTHER ADHESIVES ARE USED, DAMAGE CAUSED BY SUCH WILL BE PAID BY THE CLUBHOUSE RENTER. DECORATIONS/ SIGNAGE ARE NOT PERMITTED AT THE ENTRANCE OF THE CLUBHOUSE.

Signature of owner

Date

- 2) NO ALCOHOLIC BEVERAGES OF ANY KIND ARE PERMITTED AT ANY TIME.

Signature of owner

Date

- 3) ANY AND ALL DEBRIS GENERATED BY YOUR EVENT MUST BE REMOVED AND TAKEN WITH YOU. DEBRIS INCLUDES SIGNAGE AND DECORATIONS OUTSIDE OF THE CLUBHOUSE. NOTHING MAY BE LEFT INSIDE OR OUTSIDE AS THERE IS NOT TRASH PICK UP AT THE ACTIVITY BUILDING. ALL FLOORS MUST BE SWEEPED CLEAN OF ANY LOOSE DEBRIS.

Signature of owner

Date

- 4) ALL EVENTS MUST BE COMPLETED BY 12:00 A.M. CLEANUP MUST BE DONE SAME DAY AS EVENT OCCURS (BUILDING MAY BE RENTED FOLLOWING DAY).

Signature of owner

Date