

# Joggers Run Property Association, Inc.

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL. 33410

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**www.seabreezecms.com**

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## **CLUB HOUSE RENTAL AGREEMENT**

**Account 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. Residents who wish to rent the clubhouse must reserve two weeks prior to ensure availability and to process paperwork. Reservations can be made by calling Sea Breeze.
2. Any resident reserving the clubhouse is required to provide a non-refundable rental fee of \$50.00 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 removed, floors swept and mopped, tables wiped, etc.), all signage and decorations must be removed from the inside or outside of the clubhouse, no damage has occurred and furniture is returned to its original location. If there is damage or if the Board is required to clean up 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 resident will be billed accordingly.
3. The resident using the clubhouse is responsible for ensuring that there is no excessive noise which becomes a nuisance to other residents. 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.
4. There is a small kitchenette with an oven, a sink and a refrigerator. If used we ask that they be cleaned.
5. The resident 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.
6. To be eligible to rent the clubhouse the resident cannot have outstanding dues or violation.
7. All signed paperwork and checks (\$50 & \$100) must be delivered to Sea Breeze office before official reservation of clubhouse occurs.
8. Exceptions to these guidelines may only be granted by the Board of Directors

Date Needed: \_\_\_\_\_

Start Time: \_\_\_\_\_ Finish: \_\_\_\_\_

Purpose: \_\_\_\_\_

Number of Expected Guests/Cars \_\_\_\_\_

Unit Resident's Name: \_\_\_\_\_

Unit Resident's Address: \_\_\_\_\_

Resident Phone #'s: \_\_\_\_\_

Emergency Contact & Phone #: \_\_\_\_\_

Structure or entertainment (Ex: bounce house, character, clown) \_\_\_\_\_

Clubhouse deposit and rental fee: Check in amount of **\$50.00** for a non-refundable rental fee and a **\$100.00** separate deposit which is refundable upon satisfactory inspection **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 Joggers Run calls the police or management office with a complaint of any nature that is coming from the clubhouse building, 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 guest parking spaces along the street, if there are no available spaces, street parking is permitted as long as driveway and right of way are not blocked in any way. There is no parking on any grassed areas, no exceptions. All participants must display a clubhouse rental parking pass. Only 12 passes will be allowed. Vehicles will be subject to towing and termination of the activity.

Clubhouse is available for residents. Deposits are refundable amounts 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 9 am to 10 pm Friday-Saturday; 9 am to 10 pm Sunday-Thursday. NO activity permitted after 10 pm or before 9 am.

If more than 12 vehicles will be on the property you are required to hire a parking monitor to direct vehicles where to park.

No more than 30 guests can attend any event at the clubhouse.

After clubhouse has been cleaned, lock all doors and exit through the restroom hall, locking the door behind you. The hall restroom outside door will automatically lock behind you.

### 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) Resident 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 any way to Resident's use of the clubhouse pursuant to this agreement, and/or related in any way to any occurrence arising out of Resident's use of the clubhouse.
- 3) Bounce houses, characters, entertainment etc. must be approved prior to renting. Insurance and documentation must be provided for the person or structure being used for the event.
- 4) Resident 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.
- 5) Immediately upon conclusion of the party, resident agrees to return the clubhouse furniture and any other related common property to the same condition as they were prior to the party.

All furniture must be returned to the original location. Resident 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 resident's use of the clubhouse pursuant to this agreement.

- 6) Resident 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 resident understands that the association is relying on resident's representation in this regard in permitting use of the clubhouse for the subject event.
- 7) Resident warrants and represents that no alcoholic beverages will be served or allowed on the premises by resident or any other persons who are guests, employees, agents, licensees or invitees of resident.
- 8) Resident agrees to be solely responsible for all guests and invitees to the party. All children under the age of 18 will be supervised by an adult, and any violation of the governing documents or the law by any such party shall be deemed a violation by resident, actionable by the Association as such.
- 9) Resident warrants and represents that he/she is either the sole resident of the above stated real property within this community or that he/she is the authorized agent to execute this form for all co-residents and/or entities which own or co-own said real property.
- 10) Resident understands and agrees that, as to any amounts due from resident to the Association hereunder, if resident fails to pay same within thirty (30) days of receiving a written notice from the Association, such amounts will be treated as an assessment against the resident (and the Association's real property in the community pursuant to the declaration).
- 11) No modifications, Addendum or Amendment to this agreement shall be effective unless it is contained in writing signed by all the parties hereto.
- 12) This Agreement shall be construed and interpreted under and in accordance with the laws of the state of Florida.
- 13) 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.

By signing below authorized party accepts responsibility for the clubhouse usage; agrees that there shall be no nuisance caused to any residents of Joggers Run POA, Inc. and 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 resident being billed for the cost of restoration back to the condition prior to the activity held.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Authorized by: \_\_\_\_\_

ADDENDUM TO CLUBHOUSE RENTAL AGREEMENT

EACH LINE TO BE SIGNED. By signing below, you agree 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.

\_\_\_\_\_  
Signature of resident

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of resident

\_\_\_\_\_  
Date

- 3) ANY AND ALL DEBRIS/GARBAGE GENERATED BY YOUR EVENT MUST BE REMOVED AND TAKEN WITH YOU TO YOUR HOME. DEBRIS/GARBAGE INCLUDES SIGNAGE AND DECORATIONS OUTSIDE OF THE CLUBHOUSE. NOTHING MAY BE LEFT INSIDE OR OUTSIDE. ALL FLOORS MUST BE CLEANED OF ANY LOOSE DEBRIS/GARBAGE.

\_\_\_\_\_  
Signature of resident

\_\_\_\_\_  
Date

- 4) ALL EVENTS MUST BE COMPLETED BY 10:00 P.M. A/C MUST BE TURNED UP TO 80 DEGREES AND ALL DOORS MUST BE LOCKED UPON EXISITING INCLUDING THE INSIDE DOOR LEADING TO THE BATHROOMS. CLEANUP MUST BE DONE SAME DAY AS EVENT OCCURS (BUILDING MAY BE RENTED FOLLOWING DAY).

\_\_\_\_\_  
Signature of resident

\_\_\_\_\_  
Date