

Hammock Cove Clubhouse Facility Rental Agreement

This Agreement is by and between Hammock Cove at Sawgrass Lakes HOA and the Renter, who is further defined as a Homeowner/or Home Renter in Hammock Cove at Sawgrass Lakes. This Agreement is for the rental of the "Main Room" portion of the "Clubhouse" facility, to be used for a private function, and shall be in accordance with the Facility "Policies & Procedures", to include "Cleaning & Usage Checklist", which documents are attached hereto and made a part thereof.

Renter: (print clearly) _____

Phone: Home: _____ Work: _____

Renter's Address: _____

Date of function: _____ Time From _____ to _____

Purpose of Rental: _____

Number of people expected to attend this function: _____ (max. 30)

Renter will:

Serve Food: Yes _____ No _____

Serve Alcohol: Yes _____ No _____

(Note: Alcohol is not to be sold on the premises at any time.)

Provide Music: Yes _____ No _____

If "yes," state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of Hammock Cove Board of Directors. (HCBOD). Association sponsored events take precedence over private functions. Check Association Calendar in newsletter or posted on clubhouse bulletin board for date availability. HCBOD reserve the right to limit the amount of private functions scheduled each month. Reservations will be granted on a first come basis.

Fee and Usage:

(a) Main Room: Maximum # of occupants permitted = 30

The Main Room users are welcomed to use the kitchen and restrooms but are **NOT permitted to use the Swimming Pool, Pool Deck, Fitness Room or Billiard Room.** Smoking is **NOT permitted inside or outside the facility.**

Fee: \$200.00 Deposit (refundable)
\$50.00 per event non-refundable rental fee (max. 5 hour)

Fees & policies subject to change without notice by Hammock Cove Board of Directors.

Reservations, Application, Payment of Fees:

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The HCBOD or Clubhouse Committee may not accept an application or confirm reserved space without receipt of 100% of the Deposit and Rental Fee. Rental Fee and Deposit must be received at least ten (10) days and no more than thirty (30) days in advance of the function to allow time for bank clearance of the checks. Shorter time frames will require cashier's checks, certified checks or money orders. Payments are made to: **"Hammock Cove Homeowners Association"**.

Completed application must be submitted to Bayshore Properties office located: 430 NW Lake Whitney Place, Port St Lucie, Fl 34986

Deposit Refund, Inspection:

If the facility being rented is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of the "Policies & Procedures" as deemed by the Inspection Agent, the Deposit will be fully refunded. The HCHOA Treasurer thereof, will refund the Deposit, or portion within thirty (30) days after receipt of the signed "Cleaning and Usage Checklist" inspection form. The Renter is entitled to be present during that inspection. If the Renter is not present during the inspection, the Inspection Agent will promptly mail a copy of the final inspection, based upon the "Cleaning and Usage Checklist", to the Renter.

The Renter is responsible for the repair or replacement of all "Hammock Cove Clubhouse" property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the Inspection Agent completes its portion of the "Cleaning & Usage Checklist" inspection form.

The Renter is also responsible for cleaning that portion of the facility used after the function, unless payment and arrangements have been made with the Inspection Agent for cleaning by the facility's cleaning contractor. In such event, the Renter is still responsible for removing all trash from the premises immediately following the function. Cleaning is to be in accordance with the "Cleaning & Usage Checklist". Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises at the conclusion of the function.

Additional Renter Responsibilities:

a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.

At the discretion of the Board of Directors or their agent, Renters may be required to pay a reasonable hourly fee for a (Managing Agent appointed) "facility monitor" during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Applicant would be notified prior to the facility engagement. The Renter would have the right to withdraw the Application for facility's rental.

b) Under no circumstances may Renter or guests mark the walls, ceilings and furnishings in any way, to include decorations, signs, tape, tacks, etc.

c) All guest cars must be properly parked in the parking lot area only and the parking and driveway area must be clean of any party related debris after the function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be backed charged to the Renter.

d) Renters and/or guests are absolutely **NOT** allowed in the Swimming Pool, Pool area, Fitness Room, or Billiard Room during the function.

e) Closing time for private function is 10:00 p.m. Cleaning must be completed before 10:00a.m. the morning after the function, or by other arrangements made in writing with Inspection Agent.

Note: Any infractions of the Policies and Procedures, or disturbances created as a result of the function, will require the Renter to appear before the Board of Directors for approval of any future reservations. The Board of Directors has the right to suspend privileges of any Renter who has, in the opinion of the Board, abused the rules and regulations in this Agreement. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board for its decision. If there is property damage in excess of the Deposit, the Board reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

Hammock Cove Homeowners Association accepts no responsibility for any liability that may occur during the private function, including but not limited to the serving of alcohol.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Hammock Cove "Clubhouse" property which may occur as a result of this function. Initial Acceptance: _____ Date: _____.

I understand and agree to accept all responsibility for the conduct and safety of all in attendance of this function. Initial Acceptance: _____ Date: _____.

I understand and agree that Hammock Cove HOA is not responsible for any damage or loss occurred by Guest who attends this function.

Initial Acceptance: _____ Date: _____.

This AGREEMENT entered into on (date) _____

Signature of RENTER: _____

Signature of HOA Rep: _____ Date: _____

RELEASE AND HOLD HARMLESS AGREEMENT

This release and hold harmless and indemnification Agreement (“Agreement”) is entered into by and between a Renter: _____ (Print Name of Renter).

Hereinafter “Promisor” and Hammock Cove at Sawgrass Lakes Homeowners Association Inc., a Not for Profit Corporation in the State of Florida, hereinafter “ Promisee” on this _____ day of _____, 20__ in Port St. Lucie, St Lucie County, Florida.

Promisor desires to rent the Clubhouse Main Room Facilities at 409 SW Sundance Trail, Port St Lucie, Florida 34953, for an event to be held:

_____ (DATE): The intent of this Agreement is to indemnify Promisee from any claims arising from the related to Promisor’s use and rental of these premises.

AGREEMENT

For (\$10.00) valuable consideration, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows:

Promisor will release, indemnify and hold harmless Promisee from any and all claims. Actions, and judgments, including all costs of defense and attorney’s fees incurred in defending against same, arising from and related to Promisor’s use and rental of the premises located 409 SW Sundance Trail, Port St. Lucie, St Lucie County, Florida. Promisor’s actions include the acts of Promisor’s agents, employees and guests.

Promisee shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment and in such event Promisor shall indemnify and hold harmless Promisee for any such claims paid including Promise’s reasonable attorney’s fees incurred resulting from such claim.

RENTERS Initials: _____

Hammock Cove Clubhouse Cleaning & Usage Checklist

Print Renter's Name: _____ Day Phone: _____

Date & Time of Function: _____ Evening Phone: _____

Furniture: Return all furnishings, to its original place, indoors and outdoors.

Inspector Comments: _____

Kitchen/pantry: Clean & empty refrigerator, microwave, coffee pot, counter tops and sink. Sweep & mop floors. Wash, dry and put away any serving trays or utensils used that belong to Hammock Cove Clubhouse.

Inspector Comments: _____

Restrooms: Clean restrooms, empty trash cans. Return restrooms to the condition they were in prior to your function, which may include mopping floors.

Inspector Comments: _____

General Interior Cleaning: Clean tables, chairs, wipe smudges from walls and windows. Clean floors. Use glass cleaner on glass tabletops. Do not use furniture polish. Do not attempt to clean upholstery. Note: upholstery spills will require a cleaning by professional cleaner who will be hired at owners' expense.

Inspector Comments: _____

General Exterior Cleaning: Should event guest use the outside area Renter must make certain all areas including grounds and parking area are free of litter.

Inspector Comments: _____

Lights: Turn off lights including restrooms. Note any blown light bulbs or switching problems.

Inspector Comments: _____

Conserve Energy: Keep all windows and doors closed during your function, if air conditioner or furnaces are in use.

Inspector Comments: _____

Thermostat: Control settings must be returned to pre-temperature, if you had access to controls: 70 degrees for furnace; 80 degrees for air conditioning.

Inspector Comments: _____

Trash Removal: Empty and clean all trash receptacles used, indoors and outdoors. **Take your trash with you.** There are no dumpsters on site. Replace liners (provided) in trashcans. Please, do not use trash bags provided for liners for your trash disposal. **You must provide your own trash bags.**

Inspector Comments: _____

Miscellaneous: Check bookcases and books, TV, TV remote. Straighten pictures. Note any damage to accessories.

Inspector Comments: _____

Window Treatments: Return shutter slats in an upward position, leaving them slightly open for security reasons. Vertical blinds must be left open.

Inspector Comments: _____

Renter Note Other:

Inspector Note Other:

Inspector's Signature: _____ Date: _____
Title: _____

Signature of Renter if present: _____ Date: _____

Or,

Date copy mailed to Renter: _____