

## AGREEMENT FOR CLUBHOUSE USE

**This Agreement** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and Between **KENDALL BREEZE HOMEOWNERS' ASSOCIATION, INC.** (hereinafter the "Association") and (Owner) \_\_\_\_\_ Tenant) \_\_\_\_\_ who own/reside at \_\_\_\_\_ (hereinafter the "Resident").

**WHEREAS**, Resident is the owner of record is authorized resident of the above Described property, and is in good standing with the Association;

**WHEREAS**, Resident desires to reserve the (MAIN ROOM) located within the Association's Clubhouse on \_\_\_\_\_, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ from \_\_\_\_\_ (a.m./p.m.) to \_\_\_\_\_ (a.m./p.m.) for the following purpose: \_\_\_\_\_; and

**WHEREAS**, the Association is willing to permit Resident the right to use the Clubhouse for the foregoing upon terms and conditions hereinafter set forth.

b

**NOW THEREFORE**, in consideration of the foregoing and of the mutual Covenants and promises herein contained, it is agreed as follows:

### 1. USE OF PREMISES

- a. The Resident acknowledges that resident has read and shall comply with the Association's Rules and Regulations concerning the use of the Clubhouse (attached hereto Exhibit "A ") as same may be amended from time to time and agrees to complete the application form attached hereto as Exhibit "B ".
- b. ***The Clubhouse is to be used by Resident and Resident's invited guests only.*** The number of guests, including servers and/or band members, shall ***not exceed*** \_\_\_\_\_ ***people***. It is estimated that there will be \_\_\_\_\_ guests at the scheduled function.
- c. ***A fifty-dollar (\$50.00) cancellation charge*** may be deducted from the security deposit if a function is cancelled less than two (2) weeks in advance of the reserved date.
- d. The Resident's function must be contained within the Clubhouse and no guests shall be permitted to utilize any other areas. Including but not limited to the pool or play area. ***At no time shall tables and chairs be placed in or obstruct the clubhouse main doors, recreation staff office or general exit ways.***
- e. The Association reserves the right to enforce the Rules and Regulations of

the Association, and to exclude or reject any or all objectionable persons from the Clubhouse and to terminate the Resident's use of the Clubhouse if it deems the use or the conduct of persons using the same objectionable or if the activities of the guests are creating a nuisance to other residents. It is expressly agreed and understood that the Association shall not be responsible for providing security of any type for the function.

- f. The Resident shall not damage the Clubhouse in any fashion. The resident shall maintain the Clubhouse in an orderly condition, and shall not hammer any nails, or place staples, on any walls ***or use confetti or glitter***. Resident shall remove any decorations at the conclusion of the function, or penalties shall be imposed. In addition, if the facility is decorated by the association for a holiday the room will be rented as is. At no time may residents renting the facility remove any existing decorations or items from the facility.
- g. If the Clubhouse should be damaged by the act, default or negligence of the Resident or any Resident's agents, employees or guests, Resident shall pay to the Association upon demand such sums as may be necessary to repair any such damages exceeding the amount of Residents security deposit.
- h. The Resident shall be fully responsible for the actions of any caterer and/or any vendor employed by Resident and shall be responsible to ensure that all of the caterer's equipment is removed from the Clubhouse area immediately upon termination of the function.
- i. Under certain circumstances the Resident may be required to procure insurance coverage in such amounts as may be determined by the Board of Directors.
- j. Bands and recorded music may play only inside the clubhouse, and music must be maintained at reasonable level so as not to disturb other residents or create a nuisance. ***All music must be stopped by 12:30 am.***
- k. ***Police Officers must be provided for any function at which fifty (50) or more guests will be in attendance and alcoholic beverages may be served.*** Police officers must also be provided for any youth parties where guests between the ages of fifteen (15) through twenty-one (21) will be in attendance. Additionally, youth parties must have one (1) adult over the age of twenty-one (21) for every ten (10) youths in attendance, and no alcoholic beverages may be served. ***A receipt from the local police department must be submitted as proof of police requirements one week prior to the scheduled function.***
- l. The Resident shall be fully responsible to ensure that all guests have vacated the Clubhouse at the end of the function. ***Rentals are limited to Saturdays and Sundays. Rentals are also limited to one a weekend, with a maximum of (4) a month. A normal rental consists of (5) five hours with an additional three hours set up period prior to the beginning of the function. Evening rentals may be extended as late as 1:00 am. Rentals may be extended beyond (5) five hours for an additional fee of***

***\$50.00 an hour and must be arranged prior to the event so that Management may schedule adequate staffing. All guests must leave the facility and all clean up must be complete by the end of the final hour of the rental.***

- m. The Resident acknowledges that Resident shall be fully responsible for the acts of Resident's agents, guests and employees, and warrants and represents that Resident and Resident's agents, guests, and employees shall comply with all local laws, codes, ordinances and rules and regulations of any authority having jurisdiction over the Association and all rules and regulations of the Association. Resident shall not engage in any activities which may violate any provisions of the Association's insurance policies.
- n. No smoking shall be permitted in the Clubhouse at anytime.
- o. No commercial use of the Clubhouse is permitted. ***No "for profit" organizations may use the clubhouse.***

2. **SECURITY DEPOSIT**

Resident hereby agrees to pay at the time this Agreement is submitted to the Association, a ***security deposit in the amount of one hundred fifty dollars (\$150.00) for the Main Room*** payable by check or money order to the Association. ***All deposits (checks/money orders) must be in the homeowner's name and signed by the legal homeowner.*** The deposit may be used to pay any expenses incurred by the Association for repairs to the Clubhouse. The deposit may also be used to defray the cost of any other expense incurred by the Association attributable to violations of any of the provisions of this Agreement and the enforcement thereof. Any unused portion of the security deposit shall be returned to Resident within four (4) weeks after the use of the Clubhouse.

3. **FEE**

***Any Resident reserving the Clubhouse Main Room shall pay a use fee of One hundred and seventy-five dollars (\$175.00).*** The rental fee shall be payable to the Association, and must be in the form of a money order made out to the Association (KENDALL BREEZE HOMEOWNERS' Association), one week prior to the rental date. ***All forms of payment (money orders) must be in the homeowner's name and signed by the legal homeowner.***

4. **RELEASE AN INDEMNIFICATION**

Resident hereby agrees to indemnify and hold harmless the Association and its officers, directors, employees and management for and from any and all losses, claims, damages, actions and liabilities, including, without limitation, claims for property damage, personal injury or death, arising from or connected with Resident's use of the Clubhouse or any other Association Property or Resident's violation of any Rule or applicable law, code or ordinance with respect to the use of Clubhouse (including attorney's fees at the trial and

appellate levels) WHETHER CAUSED BY NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR MANAGEMENT OTHERWISE and Resident hereby waives any claims covered by the foregoing indemnity, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR MANAGEMENT OR ANOTHER WISE. Resident's agreement to indemnify and hold harmless the aforesaid parties shall include attorney's fees and costs actually incurred thereby, regardless of whether or not said suit is brought or any appeal is taken there from. Without limiting the generality of the foregoing, Resident recognizes and agrees that the association's sole liability with respect to the Clubhouse and the persons using same is to provide for the use of the Clubhouse. Neither the Association nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of Clubhouse. THE USE OF THE CLUBHOUSE IS AT ALL TIMES AT RESIDENT'S SOLE RISK.

***Proof of Homeowners Insurance is required by the Association prior to the rental date.*** The Association reserves the right to deny rental of the clubhouse due to non-compliance of this requirement. A certificate of Insurance or Declaration page from the current homeowner's policy will be accepted as proof of Insurance.

5. **NOTICE**

All notices by either party to the other provided for in this agreement shall be in writing and sent via US postal mail, addressed to Resident at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And addressed to the Association at:  
KENDALL BREEZE HOMEOWNERS' ASSOCIATION, INC.  
12300 S.W. 125 COURT  
Miami, FL 33186

6. **VENUE**

This Agreement shall be governed by, and its provisions shall be interpreted and construed according to the laws of, the State of Florida. Venue for any action arising out of this Assignment shall be in a court of competent jurisdiction in Miami-Dade County, Florida.

7. **ATTORNEY'S FEE AND COSTS**

In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees costs incurred.

8. **ASSIGNMENT, MODIFICATION AND USE OF PRONOUNS**

This Agreement may be assigned only upon the written approval of the

Association. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Whenever a neutral singular pronoun refers to Resident, same shall be deemed to refer to Resident if Resident be a corporation, a partnership, an individual, or two or more persons. All pronouns and words in this Assignment shall be read in the appropriate gender, and the masculine and the feminine shall be interpreted interchangeably, as the circumstances may require.

9. **CANCELLATION**

Association reserves the right to cancel this Agreement without notice in the event a hurricane watches or warning is posted with seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall return Residents Deposit in full, and shall not be responsible for any costs incurred by Resident in connection with the canceled function.

**IN WITNESS WHERE OF**

The undersigned have executed this Agreement as of the date and year first above written.

**KENDALL BREEZE HOMEOWNERS' ASSOCIATION, INC.**

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Homeowners**

Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Work Tel: \_\_\_\_\_  
Home Tel: \_\_\_\_\_

**Tenants**

Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Work Tel: \_\_\_\_\_  
Home Tel: \_\_\_\_\_

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**OFFICE USE ONLY**

DATE DEPOSIT RECEIVED: \_\_\_\_\_ DATE FINAL PAYMENT RECEIVED: \_\_\_\_\_  
DATE DEPOSIT RETURNED: \_\_\_\_\_ TOTAL AMOUNT RECEIVED: \_\_\_\_\_

## EXHIBIT "A"

### KENDALL BREEZE HOMEOWNERS' ASSOCIATION RULES & REGULATIONS FOR THE RENTAL OF CLUBHOUSE

1. **MAIN ROOM:** Only the Main Room shall be utilized by the Resident and his/her group. Use of the pool or play area by **ANY** guest of the Resident or **ANY** member of the Resident's part is **PROHIBITED**.
2. **EQUIPMENT STORAGE/RESPONSIBILITY:** No equipment will be stored prior to the day of the event. Set up and decorations for an event will be permitted three (3) hours before the event.
3. **OVERTIME CHARGES:** When a rental exceeds (5) five hours, the Resident will be charged \$50.00 an hour. Arrangements for additional hours must be made prior to the event so that the Association is able to secure adequate staffing for your reserved date.
4. **CLEAN UP:** The Resident must have the clean-up complete by the end of the final hour of the rental.
5. **MAIN ROOM:** If the use of the Main Room is granted and if the Clubhouse is decorated by the Association for a holiday or special social event for the Residents, the decorations are to remain in place and not be altered or removed, under any circumstances, unless done so by the Association's staff.
6. **OTHER CLUBHOUSE FACILITIES:** It is understood and agreed that during the regular Clubhouse hours, even though the Main Room is reserved, the other Clubhouse facilities are open to residents until regular closing hour.
7. **HOURS OF CLUBHOUSE RENTAL:**  
Saturdays and Sundays Only  
(5) Five Hour Period  
Additional hours available for an additional fee  
No event will exceed 1:00am
8. **CATERERS/VENDORS:**  
If planning to hire a caterer and/or vendor, the homeowner responsible for the rental must request a valid certificate of liability insurance from the caterer/vendor and submit to the Association 1 week prior to the rental date. All certificates must reflect the following as a certificate holder as well as additionally insured:  
KENDALL BREEZE HOMEOWNERS' ASSOCIATION, INC.  
12300 SW 125 COURT  
Miami, FL 33186

**RENTAL WILL BE FOR MAIN ROOM ONLY. ONLY ONE RENTAL PER WEEKEND!**

**EXHIBIT "B"**  
**KENDALL BREEZE HOMEOWNERS' ASSOCIATION**  
**USE AGREEMENT APPLICATION FOR CLUBHOUSE FACILITIES**  
**(Main Room Only)**

Submitted By: \_\_\_\_\_  
(Please Print Homeowners & Tenants Name If Applicable)

Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Day Phone: \_\_\_\_\_

Date/Event: \_\_\_\_\_ Number of People to Attend: \_\_\_\_\_

Area To Be Reserved: **MAIN ROOM**

Person in charge during event: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Starting time: \_\_\_\_\_ Ending time: \_\_\_\_\_

Requested time to set up: \_\_\_\_\_ Type of event: \_\_\_\_\_

If catered, Name of caterer: \_\_\_\_\_

Valid Certificate of Insurance for Caterer submitted: yes or no

Certificate of Insurance expiration date: \_\_\_\_\_

Date Certificate of Insurance was received by staff: \_\_\_\_\_

Please check the following applicable items:

1. **PROPOSED FOODS:**

\_\_\_\_ Catered

\_\_\_\_ Cold Platters

\_\_\_\_ Hot Food

2. **PROPOSED ALCOHOL:**

\_\_\_\_ Wine \_\_\_\_ Beer \_\_\_\_ Mixed

\_\_\_\_ Bartender \_\_\_\_ Open Bar

\_\_\_\_ Serving of Alcohol Requires Off Duty Police Officer when guests  
Exceed 50 or more people (In Attendance at your expense).

3. **PROPOSED ENTERTAINMENT (Music must end by 12:30a.m.):**

\_\_\_\_ Music \_\_\_\_\_

\_\_\_\_ Stereo \_\_\_\_\_

\_\_\_\_ Other \_\_\_\_\_

**RESPECTIVELY SUBMITTED:** \_\_\_\_\_

Applicant(s) Initials