

THE SHORES

AT BOCA RATON

APPLICATION FOR CLUBHOUSE RENTAL AND AGREEMENT

Submission Date _____

Note to Homeowners: This completed form is to be returned to the Clubhouse office. Reservations will not be held until all fees are paid.

For any questions on this application, please contact the manager at (561) 883-5240 or wsippel@grsmgt.com

HOMEOWNER(S)

Name(s) _____

Address _____ Lot # _____

Cell Phone _____ Alternate Phone _____

Email _____

Date of Event _____ Purpose _____

Area/Room(s) to be used: _____

Hours of Event (including preparation and clean-up): Start _____ End _____ (must be within normal clubhouse hours of 5:00 am – 11:00 pm)

Total Number of Guests _____

A complete and final guest list must be emailed to the Property Manager at wsippel@grsmgt.com five business day prior to the event. Separate checks for the room rental and security deposit are required with a completed copy of this application in order to hold your date.

Owners are required to be in good financial standing and have no uncorrected violations in order to rent the clubhouse. Please allow at least two weeks' notice for your request. The Board of Directors reserves the right to cancel the reservation prior to the event if the financial standing or violation status of the owner changes prior to the date of the event. The resident renting the clubhouse must be present during the entire event and, by submitting this application, agrees to be financially responsible for any damages caused by their guests or personnel hired for the event. The Board of Directors reserves the right to cancel this reservation if, in the Board's sole discretion, the clubhouse needs to be closed due to weather or any other unforeseen conditions. The HOA will endeavor to give as much notice as possible

in the event that a reservation needs to be cancelled and will process both refunds for the security deposit and rental fee amounts.

Rental Charges

Main Room Rental \$250

Kid's Club or Multi-Purpose Room \$125

Main Room Security Deposit \$500

Kid's Club or Multi-Purpose Security Deposit \$250

Playground Benches Reservation Security Deposit \$50

For events lasting over 4 hours there is an additional charge of \$65 per additional hour. The Kid's Club and Multi-Purpose Room has a charge of \$35 per additional hour.

Two (2) checks for the rental and security deposit are to be submitted at the same time as this completed application. The checks should be made payable to The Shores at Boca Raton HOA. If the event occurs and there are no damages to the facilities, the entire security deposit shall be returned. If there are damages, the security deposit shall be held until it is determined the cost to repair or replace the damaged property. To the extent that the cost to repair or replace the damaged property are less than the security deposit, the remainder of the deposit will be returned after deducting the costs. If the costs exceed the amount of the deposit, the entire deposit shall be applied to the claim and the owner shall pay the balance to the Association within seven (7) days of the Association's notice of the claim. A walk through inspection by the Association's representative may be required both prior to and after event.

Clubhouse Rental Rules and Regulations

1. All reservation requests are subject to the approval of the manager and/or the Board of Directors.
2. A cancellation fee of \$75 may apply if written notice of cancellation is not received at least 1 week prior to the event.
3. Association reserves the right to exclude certain dates.
4. This contract covers rental of the Clubhouse location indicated on the first page of this agreement only and does not apply to the use of any other recreational facilities.
5. Owner hereby understands and agrees that they are renting only the area of the clubhouse specified on the agreement and that other Association members will be allowed in the pool area, aerobics room and fitness center during such time of said rental.
6. Guests for this event are restricted from using the other amenities of the Association (i.e. fitness center, pool, spa, tennis courts, etc.).
7. No food or drink permitted within four feet of the pool.
8. Smoking is prohibited at the clubhouse.
9. The rug and curtains are not permitted to be moved. The furniture on the rug is not to be moved at any time, with the exception of the two red chairs and small table in between said chairs.
10. The glass doors must remain locked at all times.
11. Any and all contracted forms of entertainment must be disclosed at the time of contract with insurance certificate provided.
12. Parties for young people under eighteen (18) years of age must be supervised at all times by no less than one (1) adult per five (5) attendees. One (1) adult must be a lot owner who has executed this rental agreement.
13. Parties of forty (40) or more require a clubhouse attendant to be present for the entire duration of the party at the renter's expense if there is no attendant regularly scheduled to be present in the clubhouse at that time.

14. Renter understands the Association has no obligation to provide tables, chairs or any other items or services.
15. Please report any issues or discrepancies with your rental to the property management company at wsippel@grsmgt.com or 561-641-8554 for emergencies during non-business hours.
16. Parties are restricted to no more than 75 attendees.
17. The parking lot has a capacity of thirty (30) vehicles. Vehicles are not permitted to park in the circle or on the street at any time. The Shores streets and clubhouse must be accessible to emergency vehicles at all times. Vehicles that are in violation of our community's parking rules may be subject to towing and/or fees being charged to the owner.
18. The refrigerators in the kitchen and Kid's Club are available on a limited basis, subject to availability. Anything left in the refrigerator by the renter for more than forty-eight (48) hours will be discarded.
19. All music and or speakers must be kept inside the clubhouse with the doors closed and must not become a nuisance to the other residents or activities that are going on at the clubhouse.
20. Guest list must be emailed to the Property Manager at wsippel@grsmgt.com five (5) business day prior to the event. All occupants of vehicles must be on the guest list.
21. The Association's property may not be used for commercial purposes. Renter warrants that their rental is not for any commercial and/or profit making enterprise and that no charge may be made to any attendee to attend the event.
22. Rental charges are listed on the application page. The renter is responsible for the event preparation, setup, total cleanup and supervision of all guests.
23. Renter hereby agrees to remove all trash, debris, decorations and/or rental items from the premises at the conclusion of the rental and agrees not to place any tape or adhesive of any kind on the walls or furniture of the clubhouse. Any trash from the event disposed of in the appropriate trash receptacles or dumpsters.
24. No rentals will be made to outside organizations unless requested and approved by the Association prior to the event.
25. The renter is responsible for any cost, loss or damage to the Association as a result of the event, regardless of which resident, guest or person employed by the renter may have caused such cost, loss or damage. To the degree that such cost etc. exceeds the security deposit, reimbursement is required within seven (7) days of the presentation of a bill to the renter. Any amount past due under this agreement will be referred to an attorney for collection. The renter specifically agrees as part of this rental agreement that said renter is also liable for the cost of collection of the amount due the Association under this agreement, including reasonable attorney fees and court costs, if any.
26. Renter agrees there will be no alcoholic beverages served unless a certificate of insurance is provided naming the Association as additional insured. The minimum limit for this insurance is \$100,000 per person and \$300,000 per occurrence. UNDER NO CIRCUMSTANCES MAY AN OWNER ALLOW ALCOHOLIC BEVERAGES TO BE SERVED OR CONSUMED BY MINORS WHILE ON ASSOCIATION PROPERTY.
27. No recreational equipment (including bounce houses) may be used on Association property. The renter agrees to abide and make sure all their guests abide by all rules and regulations pertaining to the use of the clubhouse.

CLUBHOUSE RENTAL WAIVER OF LIABILITY

The undersigned agree that The Shores at Boca Raton Homeowners Association, Inc., its directors, past and present, its agents, representatives and employees are released from any liability for damages that may be sustained by the undersigned while the undersigned is/are using the Association Properties. **Included in this release of liability is a release of any liability that arises out of the negligent acts of any of those parties whom have been released as indicated in the foregoing sentence.**

The undersigned hereby agrees to indemnify The Shores at Boca Raton Homeowners Association, Inc., its directors, past and present, its agents, representatives and employees, and hold them harmless in the event any claims are made against any of them for damages, attorneys' fees and costs arising from

personal injuries sustained by one on the Association Properties while the undersigned is participating in, conducting, sponsoring or promoting any function, activity or event upon the Association Properties.

The undersigned understands that the foregoing release means that the released parties are relieved from any liability even where the damages are the result of the failure of due care exercised by those released. In addition to the foregoing release of liability, it is acknowledged that no law suit or other claim will be brought in any legal forum, including court, arbitration, or any other tribunal, against any of those parties whom have been released as a result of any personal injuries or property damage sustained while they are using the Association Properties.

SIGNATURES	
Renter Signature _____	Date _____
Co-Renter Signature (if applicable) _____	Date _____