THOUROUGHBRED LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

CLUBHOUSE RENTAL AGREEMENT

RESERVATION IS FOR CLUBHOUSE MAIN ROOM and BILLIARD ROOM ONLY

(DOES NOT INCLUDE USE OF THE POOL, POOL PATIO or GYM)

APPLICANT INFORMATION:

Applicant must be Owner of the unit address below and be in good standing.

Application date: _____

Name: _____

Address: _____

Best Contact Number(s): _____

Email: _____

EVENT INFORMATION:

Date of Event: _____/_____/_____

(Availability must be confirmed by Management)

Type of Event: _____

Time of Event: _____ (am/pm) -_____ (am/pm) ***(NO LATER THAN 10:00 P.M.)***

Number of People Attending Event: (100 person maximum) _____

Owner Initial: _____
Management Initial: _____

GUEST LIST MUST BE GIVEN TO THE GUARD ON DUTY PRIOR TO THE EVENT- NO EXCEPTIONS!

FEE/DEPOSIT INFORMATION:

All must be submitted 2 weeks prior to event. All fees must be paid **by check**, and the payment must be made using **three separate checks**:

Clubhouse Non-Refundable Rental Fees. Payable to *Thoroughbred Lakes*:

1. **Rental Fee**
   - $200 for Friday, Saturday, or Sunday
   - $150 for Monday–Thursday
2. **Security Deposit – $250**

Check payable to *WF Cleaning Co.*:

3. **Mandatory Cleaning Fee – $125 effective 1/1/27**

Owner Initial: _____

RENTAL AGREEMENT

This rental agreement ("Agreement") is made this _____day of _____, 20____ by _____ and between THOROUGHBRED LAKES HOMEOWNERS ASSOCIATION, INC. ("Association") and _____ ("Owner"), residing at _____Lake Worth, FL 33449.

This Agreement is made for the purpose of granting Owner the right the reserve and use the Main Room of the Clubhouse located on 10090 Clubhouse Turn Road in Thoroughbred Lakes Estates, for the date and Event specified above on Page 1 of this Clubhouse Rental Agreement.

1. Owners who have reserved the Clubhouse area to use the Main Room kitchen area and Billiard Room of the Clubhouse only and may not, during the period of any such reservation obstructs the use surrounding recreational facilities at any time to any Member/Resident of Thoroughbred Lakes. The pool, patio, and any other surrounding common area are **NOT** included as part of the rental and their use is reserved for Thoroughbred Lakes Residents only.

Owner Initial: _____

2. The Owner hereby agrees to abide by all of the Terms and Conditions listed on pages 5 & 6 of this Agreement.

Owner Initial: _____

3. In consideration for reserving the Clubhouse, Owner shall pay to the Association, **at least (2) weeks prior to the reservation date**, a Rental Fee payable to Thoroughbred Lakes. The Rental Fee is non-refundable.

Owner Initial: _____

4. In addition to the Rental Fee, as further consideration for reserving the Clubhouse, Owner shall pay to the Association, at least two (2) weeks prior to the reservation date, a Security Deposit in the amount of **$250.00**, payable to Thoroughbred Lakes Estates Homeowners Association, Inc. The security deposit will be used for necessary repairs or replacements required after the use of the Clubhouse. Refunds of any unused Security Deposit shall be at the discretion of the Association (*see terms and Conditions, pp. 4 and 6).*

Owner Initial: _____

- All payments submitted for Clubhouse Rental (Rental fee and Security Deposit) will be deposited. Following confirmation that the clubhouse has been returned to its original "before rental state" your security deposit of $250.00 will be returned to you. To receive your refund complete a Check Request form and submit to admin@soleilpropertymanagement.net.

5. Owner, and all of Owner's guests and attendees, shall abide by and conform to all of the Rules and Regulations of the Association as contained in the Association Documents.

Owner Initial: _____

6. Owner hereby agrees to assume all responsibility for insurance, respecting the facilities, during use under this Agreement and Owner agrees that Owner will not assert any claim of coverage under any insurance policy of the Association during the period of such use.

Owner Initial: _____

7. Owner shall indemnify the Association against and hold the Association harmless from any and all demands, claims, actions, suits, proceedings, costs, expenses, damages, injury, and liability, including, without limitation, costs, and attorney's fees, claimed by any person, organization, association, or otherwise, arising out of or relating to the use, occupancy, operation, and/or condition of the Main Room of the Clubhouse, restroom facilities, parking facilities, or any other portion of Association property or common areas.

Owner Initial: _____

8. Owner and all guests and attendees will comply with all laws of the United States, the state of Florida, Palm Beach County, and all rules and requirements of the local sheriff and fire departments, and Owner will pay any taxes or fees due to any authority arising out of Owner's use of the facilities.

Owner Initial: _____

9. Owner and all guests and attendees shall not injure, or in any manner deface, damage, or destroy the Clubhouse and surrounding areas (including the parking lots, grassy areas and restroom facilities). Owner and all guests and attendees shall not cause or permit anything to be done whereby any portion of the Clubhouse, furnishings, appliances, floors, vents, windows, doors, or any other portion of the building or surrounding areas, during the term of the rental and/or this Agreement, shall be damaged by the act, default or negligence of Owner and/or any of Owner's guest or attendees. Owner shall fully forfeit the Security Deposit and pay to the Association, immediately upon demand, any and all such additional sums as are necessary to restore the clubhouse and surrounding areas to their pre-rental condition.

Owner Initial: _____

10. Owner shall be responsible for payment of any and all sums of money owed as a result of any breach of this agreement, and Owner shall be responsible for any and all attorneys' fees and costs incurred by the Association in enforcing any of the provisions of this Agreement. Owner's account must be in good standing *prior to approval of rental application*; and Owner is required to pay any and all sums of money owed by Owner's home before the Event can take place. The Association shall collect attorneys' fees and other amounts owed in the accordance with the Declaration.

Owner Initial: _____

11. The Association (or its representatives) reserves the right to enter the Clubhouse and/or surrounding areas during the period of the Owner's use to eject any person or persons behaving in a disorderly manner or contrary to the Rules and Regulations of the Association, and/or to prevent any damage to or destruction of any portion of the Clubhouse, surrounding areas, entry gates, or any other part of the Association property. The Association reserves the right to refuse entry to any person or persons behaving in a disorderly manner or who do not comply with the Rules and Regulations of the Association, or any federal state, or local law, rule or ordinance.

Owner Initial: _____

12. It is understood by all parties that THIS AGREEMENT DOES NOT INCLUDE THE USE OF ANY FACILITY OTHER THAN THE MAIN ROOM OF THE CLUBHOUSE and BILLARD ROOM and that the number of users, guests or any persons admitted to the said premises by the Owner or anyone else acting on Owner's behalf shall not exceed the fire marshal's guidelines for this building (100 person maximum).

Owner Initial: _____

This Clubhouse Main Room Rental Agreement consists of 6 pages (numbered 1 through 6), and constitutes the total agreement between the Association and the Owner. Neither party is replying on any verbal or written agreement other than this Clubhouse Main Room Rental Agreement.

IN WITNESS WHEREOF, the parties hereto have agreed to the foregoing by executing this Agreement on the day and year first above written.

OWNER: _____

(OWNER SIGNATURE)

Name: _____

Date: _____/_____/_____

_____
(OWNER SIGNATURE)

Name: _____

Date: _____/_____/_____

TERMS AND CONDITIONS FOR CLUBHOUSE MAIN ROOM RENTAL

1. Anyone applying to rent the Clubhouse Main Room must be a Thoroughbred Lakes Estates Homeowners Association, Inc. Owner in good standing and at least 21 years of age. Third party rentals are prohibited. Owners are not permitted to rent the Clubhouse for their tenants. Rental of the Clubhouse Main Room is for personal or family use only (no business or solicitation functions or organization meetings are permitted unless approved by the Board of Directors).

Owner Initial: _____

2. This application is for rental of the Main Room of the Clubhouse and the Billiard Room only, and no other common area (for example, the pool, any pool and patio Areas, workout room) is included. Restrooms are to be shared with residents and kept clean. If any guest or attendee is observed or recorded loitering in any area other than the Main Room of the Clubhouse (such as the pool or patio areas), the Security Deposit may be forfeited in its entirety.

Owner Initial: _____

3. Owner and all guests and attendees shall obey all laws and all Association Rules and Regulations. It is the Owner's responsibility to inform all guests and attendees of these terms. Owner will be held fully responsible for the actions of all guests and attendees at all times.

Owner Initial: _____

4. Decorations- Owner and any guests and attendees shall not nail, staple, tack, tape, or deface the walls, ceilings or furniture of any portion of the Clubhouse. All decorations, balloons, etc. must be completely removed at the end of the event. Owner will be responsible for time to remove decorations as well as any necessary repairs caused by installation of decorations. Time for cleanup and repairs caused by decorations will be billed to the owner at $60.00 per hour.

Owner Initial: _____

5. Owner and all guests and attendees shall vacate the Clubhouse and surrounding areas at the time specified on Page 1 of this Clubhouse Main Room Rental Agreement, but in no event later than **10:00 p.m**. All cars must be cleared from the Clubhouse parking lot and the Clubhouse to be restored to its pre-rental condition, with the alarm set and the doors locked, no later than 10:00 p.m. Owner is required to leave the Clubhouse, restrooms, parking lot and all surrounding common areas in the same condition as found.

   Owner Initial: _____

   This shall include but is not limited to:

   - Returning all furniture to its original location;
   - Returning thermostat setting to 78 degrees;
   - Cleaning the kitchen area, wiping down surfaces, and emptying the refrigerator/freezer and drawers/cabinets of all Event contents;
   - Removing all decorations, balloons, and trash from the premises.
   - Ensure that all trash bags are tied up and left inside by the kitchen area.

6. Owner is required to have a walk-through inspection of the Clubhouse with an Association member or representative. On the day of the Event, before the start of the Event, if needed, and immediately following the Event. Owner must notify the guard to complete the Rental Agreement Checklist at the end of the event.

   Owner Initial: _____

7. An accurate guest list must be given to the access guard prior to the Event for guests and attendees to gain access to the Event. Any person not on the submitted guest list will not be allowed entry. GateAccess.net can be used for this purpose.

   Owner Initial: _____

8. NO PARKING is allowed on the grass, sidewalks or any common areas other than parking spaces in the Clubhouse parking lot. If any cars are parked on any area other than the parking lot spaces, the Security Deposit may be forfeited and those cars will be subject to towing.

   Owner Initial: _____

9. NO ALCOHOLIC BEVERAGES are permitted at any time in the Clubhouse or any surrounding areas.

   Owner Initial: _____

10. Owner shall prevent any unauthorized or improper use of any community facility by Owner's guests and/or attendees. Owner is responsible for the behavior of all guests and attendees at all times, and will be held responsible for any and all damages caused by any guests and/or attendees to the Clubhouse facilities, equipment, and any area within the community (including, but not limited to, access gates and sprinkler heads). Owner will be required to pay for repairs to or replacement of any community property damaged or destroyed by Owner, their guests or attendees- NO EXCEPTIONS.

    Owner Initial: _____

11. Owner shall not allow unsupervised minors in the Clubhouse or surrounding areas at any time. Parents must supervise parties for minors and must be present at all times.

    Owner Initial: _____

Owner Initial:
_____

12. All equipment and/or supplies must be removed from the Clubhouse after the end of the Event, no event later than 10:00 p.m.
    If rental equipment or is required to be dropped off or cannot be picked up until the following day it may be necessary to pay a rental fee for the days the clubhouse is not accessible.

    Owner agrees to be bound by the foregoing Terms and Covenants.

    Dated this _____day of _____, 20____.

    _____
    Signature of Owner/Applicant

    Print Name: _____