GRANDE PRESERVE
AT CYPRESS LAKES

CYPRESS LAKES COMMUNITY ASSOCIATION, INC.

CLUBHOUSE USE AGREEMENT

THIS AGREEMENT FOR USE OF THE CLUBHOUSE ("Agreement") located at 17794 Cypress Lakes Glen Blvd., Orlando, Florida 32820, is made and entered into this ____ day of _____, 20____, by and between Cypress Lakes Community Association, Inc. ("Association"), and _____ ("Permittee") residing at _____.

RECITALS

- WHEREAS, the Association owns and operates the clubhouse located at 17794 Cypress Lakes Glen Blvd., Orlando, Florida 32820, along with the adjacent parking lot (collectively, the "Property").
- WHEREAS, the Association permits its members and their guests to utilize portions of the Property, specifically the main room and the kitchen (the "Premises").
- WHEREAS, the Permittee is a member or tenant of a member of the Association and desires to utilize the Premises pursuant to the terms set forth herein; and
- WHEREAS, the Association agrees to permit such use subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals

The foregoing recitals are incorporated into this Agreement as if fully set forth herein.

2. Date Availability

To reserve the Premises, Permittee must contact the Clubhouse Manager at 407-568-8661, email the Association at Clubhouse@Cypresslakeshoa.com or make an in-person request to confirm availability.

Initials_____

3. Usage

Use is limited to a maximum of five (5) hours including setup and cleanup (the "Usage Period"). All events must conclude by 11:00 p.m. Equipment provided includes 40 folding chairs, four (4) large folding tables, and four (4) small folding tables. Excluded areas include the pool area, patio deck, playground, retention ponds, and parking lot. Maximum occupancy is **fifty (50) people.**

4. Reservation Fee

A non-refundable Reservation Fee of $50.00 is due within two (2) business days of reservation and will be applied to the total balance due.

5. Security Deposit

A Security Deposit of $500.00 is required at least seventy-two (72) hours prior to the Usage Period. Repair or replacement costs will be deducted if necessary.

6. Usage Fee

A Usage Fee of $50.00 per hour (maximum 5 hours) must be received no later than one (1) day prior to the event. Failure to pay renders this Agreement null and void.

7. Cancellation

Cancellations made less than forty-eight (48) hours before the event will result in a $150.00 deduction from the Security Deposit.

8. Insufficient Funds

Returned checks will incur a $25.00 fee. Sales tax, if applicable, is included.

9. Pool Table

The pool table may not be moved. Violation results in full forfeiture of the Security Deposit.

10. Grill Use

1. The outdoor grill is available only for:
• Residents who have reserved the clubhouse under this Agreement and only during their approved Usage Period; or
• Official Cypress Lakes Community Association Social Committee events that have been authorized by the Association.
2. The Permittee is solely responsible for the safe operation, supervision, and cleanup of the grill during the rental period.
3. The grill must be cleaned immediately after use, including removal of all food, grease, ashes (if applicable), and debris.
4. The grill must never be left unattended while in operation.
5. Only charcoal or propane approved for the grill may be used, as applicable. No additional cooking devices, smokers, fryers, or open-flame appliances are permitted without prior written approval from the Association.
6. The Permittee assumes all liability for any injury, damage, or fire resulting from the use of the grill and agrees to indemnify and hold the Association harmless to the fullest extent permitted by law.
7. Any damage to the grill or surrounding common areas, or failure to properly clean the grill, may result in forfeiture of all or part of the Security Deposit.

Initials_____

8. The grill is not available for general resident use outside of an approved clubhouse reservation or an Association-sponsored Social Committee event.

11. Damages and Indemnification

Permittee assumes full responsibility for any injuries or damages arising from use of the Premises and agrees to indemnify and hold the Association harmless except in cases of gross negligence or willful misconduct.

12. Doors

No doors may be propped open. Permittee is responsible for guest access.

13. Cleanup

Permittee must clean all used areas including appliances, tables, floors, and remove all trash to the designated dumpster. Failure to thoroughly clean will result in forfeiture of the Security Deposit.

14. Alcohol

Alcohol is prohibited unless an Association-approved security vendor is present. All alcohol service must comply with applicable laws and Association requirements. The cost of security shall be paid by the Permittee and a contract with the approved security vendor must be mailed and received at Leland Management at crivera@lelandmanagement.com no less than seventy-two (72) hours before the rental date. Alcohol shall not be served to minors, and all alcoholic beverages will be confined to the clubhouse main room or kitchen. If alcohol is served without an HOA-approved security vendor, the five hundred dollars ($500.00) security deposit will be forfeited. The Association does not provide any review or opinion as to whether licenses are needed to serve alcohol on the Premises. In the event the Permittee serves or allows alcohol to be served in other fashion than by an Association approved vendor, Permittee waives any entitlement to the return of the Security Deposit, and the Association shall be entitled to retain the Security Deposit in full. Permittee agrees that Permittee serves and provides alcohol at Permittee's own risk.

15. Electronic Surveillance

Permittee acknowledges that surveillance cameras are in operation at the facility.

16. Delivery of Agreement

The signed Agreement must be received no less than seventy-two (72) hours prior to the event.

17. Association Obligations

Association shall provide utilities necessary for the private use of the Premises during the Usage Period.

Initials_____

SIGNATURES

Permittee Name: _____

Property Address: _____

Telephone Number: _____

Usage Date: _____ Start Time: _____ End Time: _____ Total Hours: _____ (5 max)

Alcohol to be Served? (Yes) (No) Security Vendor (if applicable): _____

Permittee Signature: _____ Date: _____

Clubhouse Manager Signature: _____ Date: _____

OFFICE USE

Address Verified as Member or Tenant: ☐ Yes ☐ No

Verified By: _____ Date: _____

Check # Or Money Order # _____

Deposit Date and Amount: _____

Security Deposit Check or Money Order #_____

Remaining Balance: _____

Balance Paid Check # or Money Order #_____