



PELICAN COVE

AGREEMENT FOR USE OF THE CLUBHOUSE

This agreement is entered into by and between the Pelican Cove Condominium Association of Crystal River Inc., (the "Association") and the "User" who is an owner/tenant of Unit _____ Pelican Cove and whose address is as follows :

The User hereby is granted the exclusive use of the Clubhouse on the following date :

_____ (Day) _____ (Month) _____ (Year) from _____ (start time) to _____ (end time), and subject to the following conditions which have been acknowledged and agreed to by the signing parties.

As consideration for such exclusive use of the common area Clubhouse, the User agrees to pay to the Association the sum of One Hundred Dollars (\$100.00) as a security deposit which shall serve to protect against damages to the common area Clubhouse. In addition, a charge of Fifty Dollars (\$50.00) will be due to assist in defraying the costs of using the Clubhouse. The \$50 will not be refunded. The security deposit will be refunded to the User, in full, unless in the sole discretion of the Board, it is determined that damages have been caused to the premises or if the premises are not left in a reasonably clean condition. In which case the Board will apply the security deposit monies toward the restoration or repair of the premises, and said security deposit shall in no way constitute a limitation on the User's liability, if the amount of damages to the common area exceed the security deposit limit.

The User hereby agrees to abide by and conform to all the rules and regulations of the Association (as may be promulgated from time to time) and with all the provisions of the Governing Documents. Additionally, the User specifically agrees to the following :

1. No more than 50 persons shall be permitted in or around the Clubhouse in connection with the exclusive use granted here in, and
2. The Association will not permit use when there is a regularly scheduled or special event or happening scheduled to occur in or about the Clubhouse, and
3. No modification and/or alterations shall be permitted to the Clubhouse. No decorations can be pasted, tacked or nailed to the walls.
4. User is solely responsible for "clean-up" of the premises after the period of use. Premises must be restored to the original condition, left broom clean, immediately after the use. All garbage must be removed from the premises by the User. The Association agrees to conduct a "walk-through" of the premises after the period of use.
5. It is understood and agreed that the swimming pool and surrounding docks are shared by all residents in Pelican Cove and are hence NOT available for rentals. This agreement pertains only to the use of the Pelican Cove Clubhouse building.
6. All guests shall be required to park only in guest parking spaces.
7. It is understood and agreed that all User events must be concluded by midnight on the event date.
8. It is understood and agreed that the Clubhouse may not be used for any commercial purpose.

The User hereby remises, releases, acquits, satisfies and forever discharges the Association, its members, employees, officers, directors and agents of, and from, all actions, causes of action, suits, sums of money, covenants, contracts, promises, damages, judgments, claims and demands whatsoever, in law or in equity, including such parties' own negligence, and hereby waives all actions, causes of actions, suits, sums of money, covenants, contracts, promises, damages, judgments, claims and demands whatsoever, in law or in equity, including such parties' own negligence, which the undersigned ever had, now has, or whichever personal representative, successor, heir or assignee of the undersigned hereafter can, shall or may have against the Association, its members, employees, officers, directors and agents for, upon or by reason of any manner, cause or thing arising out of or concerning the use of any of the facilities at the Clubhouse or elsewhere on the Association Property for private parties, meetings, or any other personal function including but not limited

to the use, misuse, operation and maintenance of kitchen and other equipment, vehicles and personal injuries, death or property damage suffered by the undersigned, the employees or agents, or guests of the undersigned, or other third parties.

The User further agrees that he/she/they/it are using the Clubhouse for his/her/their/its own purposes and not for commercial purposes and that the use of the Clubhouse is not sponsored or otherwise supported by the Association and is not the responsibility or liability of the Association in any way whatsoever.

The User further agrees to indemnify, defend, and hold harmless the Association, its members, employees, officers, directors, and agents from any and all demands, claims, damages, actions, causes of action, controversies and expenses, including attorneys' fees and costs whether caused in whole or in part by such parties' own negligence, for death, disease, illness, personal injury or property damage, including loss of use thereof, arising out of or concerning the use of the Clubhouse by the undersigned, and including death, illness, personal injury or property damage which arises because of the consumption of alcoholic beverages or illicit drug usage in the Clubhouse during use.

It is acknowledged and understood by all parties that this Agreement is a condition to the Association allowing the User to use the Clubhouse for non-Association functions or purposes.

The User shall not injure, mar, or in any manner deface the Clubhouse, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred, or defaced. If the Clubhouse, during the term of this Agreement, shall be damaged by the act, default or negligence of the User, or any of the User's agents, employees, patrons, guests or any persons admitted to the Clubhouse on the User's behalf, the User shall pay to the Association, upon demand, such sum as shall be necessary to restore the Clubhouse to its condition immediately prior to the time stated in this Agreement.

The User will comply with all the laws of the United States, the State of Florida, all ordinances of Citrus County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of the User's use of the Pelican Cove facilities.

The User shall be responsible for any attorneys' fees and costs incurred by the Association in enforcing any of the provisions of this Agreement including pre-litigation and non-litigation attorneys' fees and costs.

The User may not assign his/her/their/its right or interest under this Agreement.

PLEASE READ BOTH PAGES OF THIS DOCUMENT CAREFULLY BEFORE SIGNING.

If you sign this document, you will be relinquishing any recourse you may have against the Association for the Use of the Property by you, and for death or injury to persons or property, including yourself or third parties.

I, the User, have read the foregoing terms and conditions, as well as all of the Rules and Regulations regarding rental of the Clubhouse, and specifically agree to be bound by the same. I find this Agreement fair and reasonable and consent and agree to all the foregoing terms.

DATE _____ USER'S SIGNATURE _____

PRINTED NAME OF USER _____

The undersigned, on behalf of the Board of Directors, consents and agrees to the foregoing terms and conditions.

DATE _____ SIGNATURE _____
FOR THE BOARD OF DIRECTORS _____

PRINTED NAME OF PERSON
SIGNING FOR THE BOARD _____

**A COPY MUST BE FILED WITH THE CONDOMINIUM MANAGEMENT, EITHER BY EMAIL TO
info@property-managementgroup.com OR BY HAND DELIVERY OR MAIL TO THE
CLUBHOUSE,
10986 WEST COVE HARBOR DRIVE, CRYSTAL RIVER, FL34428
AT LEAST TEN (10) DAYS PRIOR TO PROPOSED USE.**

July 2016