

The Costa Bella Waterfront Community, Inc.

Property Owners Exclusive Use Application

1. **Date(s) of Function:** _____

2. **Type of Function (e.g., Party, Wedding, Meeting, Other)** _____

3. **Number of Anticipated Guests:** _____ (100 maximum)

4. **Requested Area(s) for Exclusive Use: (Please Check All Areas That Apply)**

Clubhouse Facility: _____

Pool/Patio: _____

Meeting Room(s):

Meeting Room _____

Foyer Gallery _____

Kitchen/Party Room _____

Outdoor Patio Area _____

Property Owner(s) Printed Name(s): _____

Property Address within Costa Bella: _____

Phone Number(s): _____ **and** _____

Email Address(es): _____ **and** _____

Owner(s) Signature: _____

Today's Date

Owner(s) Signature: _____

Today's Date

Note: Please complete this form and email it to [Community Association Management](mailto:admin@camanagers.com) at admin@camanagers.com. If application is accepted, you will be provided written instructions on how to tender the required usage fee and deposit.

Internal Use Only: _____

Approval Date: _____ **Temporary Gate Code Issued:** _____

Check Numbers: Usage Fee: _____ **Deposit:** _____

The Costa Bella Waterfront Community, Inc.

Property Owners Exclusive Use Contract

I/We have read and accepted the terms and conditions for the use of the Costa Bella Clubhouse facility attached hereto and incorporated herein by reference, including the provisions for assumption of risk, agreeing to be responsible for the actions of My/Our guests, and the forfeiture of My/Our deposit for violations of the rules and regulations. I/We further recognize and agree to My/Our requirement to indemnify, defend, and hold harmless The Costa Bella Waterfront Community, Inc. from any and all damages, claims, penalties, fines or injuries as a result of My/Our use of the Clubhouse Facility and that of My/Our guests, agents, invitees, family members, contractors and employees.

I/We further certify and agree that I/We will attend at all times during the Function and accept responsibility for assuring that My/Our use of the Clubhouse Facility will not adversely affect neighboring homes and will at all times be in accordance with terms and conditions of this Contract and those that are part of the governing documents of The Costa Bella Waterfront Community, Inc.

I/We agree that by entering into to this Exclusive Use Contract and agreeing to the terms thereof, I/We agree that ALL Owners of My/Our Property, regardless of whether each Owner has executed this Contract, are bound by the Contract and the terms thereof.

Prior to signing, I/We have read the entirety of the Contract, acknowledge My/Our full and complete understanding of the terms and conditions of the Contract, have been given the opportunity to consult with legal counsel, and I/We am/are voluntarily and freely entering this Contract.

Property Owner(s) Printed Name(s): _____

Address within Costa Bella: _____

Owner(s) Signature: _____

Today's Date

Owner(s) Signature: _____

Today's Date

(AT LEAST ONE OWNER MUST EXECUTE THIS CONTRACT WHOSE SIGNATURE SHALL BIND ALL OWNERS OF THE IDENTIFIED PROPERTY TO THE TERMS AND CONDITIONS OF THE CONTRACT).

THE FOLLOWING IS TO BE COMPLETED ONLY IF THE PROPERTY OWNER IS A COMPANY, CORPORATION, TRUST, PARTNERSHIP OR OTHER LEGAL ENTITY.

I, _____, hereby attest and confirm that I have the expressed permission of the Property Owner to enter into this Agreement on its behalf and bind the Owner thereto, and Costa Bella Waterfront Community, Inc. is entitled and otherwise justified to rely on MY representation as an authorized agent, employee, or servant of the Property Owner.

Authorized Person's Name: _____

Authorized Person's Signature: _____

Today's Date

The Costa Bella Waterfront Community, Inc.

Terms & Conditions for the Exclusive Use of the Clubhouse Facility

The following rules and regulations of The Costa Bella Waterfront Community, Inc. (“Costa Bella” or “HOA”) pertain to the exclusive use of the Costa Bella Clubhouse Facility (“Clubhouse Facility”).

1. **Usage.** A Costa Bella homeowner (“Owner”) in good standing with the HOA may utilize the Clubhouse Facility for his/her exclusive use for a private function that the Owner hosts and attends (“Function”). The Clubhouse Facility includes the clubhouse and the patio/pool area only. It does not include the tennis court, basketball court, or any other portion of the HOA Common Area.

A. Clubhouse Party Function. Usage entails the exclusive access and usage of the Clubhouse Facility between 6:00 am on the day of the Function (“Reservation Date”) and 12:01 am the day immediately following the Reservation Date. If no Function is scheduled the day before the Reservation Date, exclusive access (see paragraph 6 for fee schedule) or non-exclusive access (no additional charge) to the Clubhouse Facility may be obtained starting at 3pm for the sole purpose of setting up for the Function. Owner shall hire a licensed lifeguard in the event the pool is to be used during the Function but only if mandated by applicable law, code, regulation, statute or ordinance for the Function the Owner intends to host.

B. Patio/Pool-Only Function. Usage includes the exclusive access and usage of the patio/pool area on the Reservation Date between the hours of 9:00 am and 11:00 pm. If no Function is scheduled the day before the Reservation Date, exclusive access (see paragraph 6 for fee schedule) or non-exclusive access (no additional charge) to the Clubhouse Facility may be granted starting at 3pm for the sole purpose of setting up for the Function. Owner shall hire a licensed lifeguard in the event the pool is to be used during the Function but only if mandated by applicable law, code, regulation, statute, or ordinance for the Function the Owner intends to host.

C. Clubhouse Meetings. Usage includes exclusive access to one or more of the following sections of the Clubhouse Facility for a reserved 4-hour period on the Reservation Date. A meeting may be conducted in one or more of the following areas of the Clubhouse Facility: (i) meeting room; (ii) foyer gallery; (iii) kitchen/party room; or (iv) outdoor patio area.

2. **Priority:** A Clubhouse Facility reservation by an Owner will be on a “first come, first serve” basis, subject to the HOA’s use of the Clubhouse Facility for community functions, and the Board of Directors’ right to deny a reservation request in its sole and absolute discretion.

3. **Owner’s Attendance.** At least one Owner utilizing the Clubhouse facility (“Resident Host”) will be physically present at all times during the Function. The Resident Host shall ensure that his/her guests, invitees, family members, employees, agents, or contractors do not unreasonably burden or disturb other owners of Costa Bella by way of example and not intended to be exclusive, parking on lawns, impeding the flow of traffic, creating excessive noise, littering, defacing property, trespassing on private property, or otherwise being a nuisance. The Resident Host accepts personal responsibility for the action and conduct of his/her guests, agents, invitees, family members, employees and contractors during the Function and for any damage caused thereby, and agrees to ensure that all health, fire and other safety procedures, including maximum occupancy, are strictly adhered to at all times.

4. **Occupancy and Safety.** The maximum occupancy of the Clubhouse Facility is 100. All four lighted exit doors (two in the Party Room and two in the Foyer Gallery) must be unlocked throughout any function.

5. Security Cameras.

The Clubhouse Facility is monitored with security cameras. Resident Host agrees not to unplug, move, alter, block, or otherwise interfere with the security cameras at any time. Interfering in any way with the security cameras will result in the owner being charged \$150.00, payable out of the owner's security deposit. Resident Host agrees the operation of their function shall always adhere to all health, fire and building codes, ordinances, laws, rules, regulations, and statutes.

6. Liability. The Resident Host shall indemnify, defend, and hold harmless Costa Bella, its directors, officers, committee members, insurers, management agents, Members and Owners from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorney's fees, of any nature, kind, or description (including, without limitation, claims for injuries to or death of any person or damage or loss of any property) by the Resident Host, his/her guests, agents, invitees, family members, contractors and employees, and any other third party or person arising out of, connected with, or related to the Resident Host's exclusive use of the Clubhouse Facility.

7. Usage Fee. The following fee schedule to host a private Function is subject to change without notice.

Clubhouse Party Function:	\$500.00	
Patio/Pool-Only Function:	\$350.00	
Clubhouse Meeting:	\$100.00 -	includes exclusive use of one designated meeting area Each additional meeting area may be utilized for \$50.00 per area.
Exclusive use day before Function: (for preparation purposes only)	\$200.00	

In order to secure the Exclusive Use of the Clubhouse Facility, Resident Host must submit a completed Property Owner Exclusive Use Application and Contract, the Usage Fee and Deposit. The Usage Fee becomes non-refundable thirty (30) days before the Reservation Date.

8. Deposit. A refundable deposit is required with the submittal of a Property Owner Exclusive Use Application and Contract. The required deposits are as follows and are subject to being changed without notice:

Clubhouse Party Function:	\$2,000.00
Patio/Pool-Only Function:	\$500.00
Clubhouse Meeting:	\$200.00

A deposit shall be automatically forfeited upon (i) the maximum occupancy being exceeded, (ii) the Resident Host not being in attendance throughout the Function, or (iii) violation of a federal, state, county or local law, code, statute, regulation, or ordinance. A deposit will be released after the conclusion of a Function upon a Costa Bella representative's inspection of the Clubhouse Facility. All damage to the Clubhouse Facility, the Common Area of the HOA and the contents therein/thereon caused for any reason, except damage caused by an Act of God, during a Function or by a guest, invitee, agent, family member, employee, or contractor of a Host Resident shall be automatically deducted from a deposit. Any deficiency between the amount of damage and the paid deposit shall be assessed to the Resident Host and payable within ten (10) days of written demand.

9. Checklist/Walk-Through. Prior to a commencement of a Function, the Resident Host is encouraged but is not required to inspect the Clubhouse Facility and the contents therein/thereon and send an email to the property manager of Costa Bella setting forth all damage observed to the

Clubhouse and the contents therein/thereon. Resident(s) Host(s) should take pictures/videos of the Clubhouse Facility and provide a copy of same to the management company before commencement of their Function. Resident Host agrees any damage not documented prior to the commencement of the Function will be presumed to have been caused during their Function (unless the Board of Directors is aware of the damage before the Function), rendering the Resident Host responsible for any damage discovered during the post event inspection by the Costa Bella representative.

10. Pre-Function Cleaning. The Clubhouse Facility is periodically cleaned by the HOA's cleaning service. A Resident Host desiring a special cleaning of the Clubhouse Facility prior to the commencement of his/her Function may engage the HOA's cleaning service via neatnestsolutions@gmail.com at the sole cost and expense of the Resident Host. The cost of the special cleaning shall be paid directly by the Resident Host to the HOA's cleaning service upon the completion of the special cleaning. Failure to pay the cleaning service shall result in the cost of the special cleaning service being deducted from the deposit.

11. Post Function Cleaning. Upon conclusion of a Function, the Resident Host shall:

- i. Perform general cleaning of the Clubhouse Facility, e.g., sweeping, wiping, straightening up
- ii. Remove all trash/garbage generated by the Function from the Clubhouse Facility and place same in the dumpster.
- iii. Wash all dishes, glassware, silverware, pots/pans and return each to their designated cabinet/drawer.
- iv. Return all chairs, furniture, tables, appliances, pool furniture, etc. to their original location.
- v. Wipe down all countertops, appliances.
- vi. Remove all personal contents, decorations.
- vii. Lock all windows and doors.
- viii. Turn off all lights and fans.
- ix. Return all pool cues and pool balls to proper area and place cover on pool table.
- x. Return thermostats to their original settings; and
- xi. Restore the Clubhouse Facility to the condition it was in prior to the Reservation Date.

After a Function, the Clubhouse Facility will be cleaned by the HOA's cleaning service. If a special cleaning of the Clubhouse Facility is required beyond the normal cleaning provided by the HOA's cleaning service, the additional cost of the cleaning will be deducted from the Resident Host's deposit.

12. Noise. No noise or other nuisance shall be permitted that is offensive and/or detrimental to other residents of Costa Bella.

13. Use of Clubhouse Facility Decorations/Personal Items/Supplies. Except for the pool/patio furniture, gas grill, gas heaters, clubhouse furniture, kitchen appliances and kitchenware, the decorations, personal items and supplies of the HOA contained in the Clubhouse Facility are not to be used, moved or altered without the express written permission of the Board of Directors.

14. Parking. If the number of guests exceeds the capacity of the parking lot (52 regular spaces, plus two handicapped spaces), parking will be permitted on Bella Vista Cove with parking on one side of the street, only on the roadway and not on any resident's lawn.

15. Access by Non-Resident Guests. Upon reserving the Clubhouse Facility, a temporary gate code will be provided to the Resident Host which will be activated for use on the Reservation Date. A Resident Host is not to provide any other gate code to a non-resident guest or contractor.

16. Acceptance of Responsibility for Compliance. The Resident Host, by signing the Exclusive Use Contract, accepts that he/she has full knowledge of (i) the governing documents of the HOA and (ii) the aforementioned rules and regulations, including provisions for forfeit of the deposit, and (iii) accepts all responsibility for compliance with the provisions of (i) and (ii) by the Resident Host, his/her agent, servant, invitee, employee, contractor, and family member.

17. Insurance. Resident Host is required to secure a Special Event Insurance Policy ("Policy") naming Costa Bella as an additional insured in an amount required by the Board of Directors unless such requirement is waived by the Board of Directors. Resident Host shall contact Costa Bella's insurance broker, Todd Hanzelka @ 512-680-2978 or todd.hanzelka@iscential.com at least seven (7) days before the Reservation Date to procure the mandated insurance. Alternatively, the Resident Host may provide a Certificate of Insurance from his/her homeowner's insurance company confirming general liability and liquor liability coverage for the Resident Host's Function with a minimum coverage of one (1) million dollars and naming Costa Bella as an additional insured. Proof of insurance shall be provided to Community Association Management at admin@camanagers.com prior to the Reservation Date. Failure to provide proof of insurance by the stated deadline will result in the HOA procuring the required insurance, the cost of which will be deducted from the Resident Host's deposit.

18. Assumption of Risk. Resident Host, his/her guests, invitees, family members, servants, employees, contractors and agents, individually and collectively agree to utilize the Clubhouse Facility in AS IS condition, agree the HOA and manage company, their respective agents, servants directors, committee members, and employees have made no expressed or implied representation on the condition of the Common Areas of the HOA, including but not limited to the Clubhouse Facility, and each agree their respective use of the Clubhouse Facility is on a voluntary basis as it pertains to the HOA, and they assume all risk of injuries and damages that arise from the use of the Clubhouse Facility.

5. Altering of the Clubhouse Facilities. All decorations installed for a Function shall be installed without the use of nails, screws, bolts, or other fastener that in any way alters, adversely effects, destroys, pierces, or punctures in any portion of the Clubhouse Facilities. Any damage caused by the installation of decorations shall be deducted from the Owner's deposit.

Property Owner(s) Printed Names: _____
(ALL OWNERS MUST BE LISTED)

Owner(s) Signature: _____ **Today's Date** _____

Owner(s) Signature: _____ **Today's Date** _____

THE FOLLOWING IS TO BE COMPLETED ONLY IF THE PROPERTY OWNER IS A COMPANY, CORPORATION, TRUST, PARTNERSHIP OR OTHER LEGAL ENTITY.

I, _____, hereby attest and confirm that I have the expressed permission of the Property Owner to enter into this Agreement on its behalf and bind the Owner thereto, and Costa Bella Waterfront Community, Inc. is entitled and otherwise justified to rely on MY representation as an authorized agent, employee or servant of the Property Owner.

Authorized Person's Name: _____

Authorized Person's Signature: _____ **Today's Date** _____