



THE LAKES HOMEOWNERS' ASSOCIATION, INC.



5045 NW 11th Avenue Deerfield Beach, FL 33064
office@thelakeshoa.net www.thelakeshoa.net
Phone: 954-480-2928 Fax: 954-480-9302

AGREEMENT FOR USE OF CLUBHOUSE

THIS AGREEMENT is made the _____ day of _____, 20_____; by and between The Lakes Homeowners' Association, Inc. (hereinafter "ASSOCIATION") and those persons listed below (hereinafter "USERS"), being the owners or residents of units in The Lakes Homeowners' Association.

THIS AGREEMENT is made for the purpose of granting USERS the right to reserve any of 'the recreation facilities of The Lakes Homeowners' Association on such dates and during such times as may be determined from time to time by the ASSOCIATION through its Board of Directors or such officers or agents as the Board may authorize. USERS may not, however, during the period of any such reservation, deny the use of any recreation facilities at any time to any member of the ASSOCIATION, except as provided herein.

1. Security Deposit

- a. USERS hereby agree to pay to the ASSOCIATION prior to their use of the facilities any security deposit determined by the ASSOCIATION through its Board of Directors to be necessary, and such deposit may be used by the ASSOCIATION to pay any expenses of cleaning and/or repairs or replacement required after use of the facilities by USERS. Refund of any unused deposit or requirement of payment of additional deposits shall be at the discretion of the ASSOCIATION.

2. Rules

- a. USERS hereby agree to abide by and conform to all rules and regulations of the ASSOCIATION, as contained in the Association's Documents.

3. Indemnification

- a. USERS hereby agree to hold the ASSOCIATION harmless and to indemnify them against any public liability and/or property damage liability, which may arise or accrue by reason of the use by USERS of the facilities. The ASSOCIATION shall not be responsible for any damage or injury that may happen to USERS or the USERS' agents, servants, employees, or property from any cause whatsoever, during the period covered by this agreement; and USERS hereby expressly release the ASSOCIATION from and agree to indemnify it against any and all claims for such loss, damage or injury.

4. Insurance

- a. USERS hereby agree to assume all responsibility for insurance and to have respect for the facilities during use under this Agreement, and to assert no claim of coverage under the insurance policy of the ASSOCIATION during the period of such use.

5. Covenants

- a. USERS will comply with all laws of the United States, the State of Florida, all ordinances of Broward 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 USERS' use of the facilities.
- b. USERS shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby said premises shall be in any manner insured, marred or defaced.
- c. If said premises, furnishings or any portion of said building during the term of this Agreement shall be damaged by the act, default or negligence of any of the USERS, or of any of the USERS' agents, employees, patrons, guests, or any persons admitted to said premises by any of the USERS, USERS shall pay to the ASSOCIATION upon demand such sum as shall be necessary to restore said premises to their present condition.
- d. USERS shall be responsible for any attorneys' fees and costs incurred by the ASSOCIATION in enforcing any of the provisions of this Agreement. If any payments due hereunder are past due and are not paid when due, the amounts not paid when due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum.
- e. ASSOCIATION reserves the right to enter the premises during the period of USERS' 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 the premises.

The Lakes Homeowners' Association, Inc.

Signed this _____ day of _____, 20_____.

Rental Date: _____

Owner Name: _____

Property Address: _____, Deerfield Beach, FL 33064

Owner Signature: _____