

**Westwood Community Three Association, Inc**

**Clubhouse Use Agreement**

9618 Westwood Drive Tamarac, 33321

This agreement is entered into by the Westwood Community 3 HOA (hereinafter referred to as "HOA") and the undersigned Resident/Member (hereinafter referred to as "Member") for the use of the Westwood Community 3 Clubhouse, subject to the following terms and conditions:

**1. Eligibility for Use\*\* Initial Agreement: \_\_\_\_\_**

- a. Only HOA members in good standing at the time of entering into this agreement and on the date of the scheduled event may reserve and use the Clubhouse. If a Resident at any time becomes delinquent in paying any monetary obligation owed to the Association, the Resident may not rent the Clubhouse. For purposes of this Agreement, a Resident shall be deemed to be in good standing if the Resident does not owe any monetary obligation to the HOA, including without limitation, assessments, fees, fines and dues and if the Resident's use privileges have not been suspended.
- b. The Member who reserves the Clubhouse must attend the event and remain on-site throughout the duration of the event.
- c. If the Owner's home is rented by a tenant and the tenant wishes to reserve the clubhouse, the property owner must also execute this Agreement and hereby shall be jointly and severally liable with the tenant for any damages, cleaning fees, and/or repairs that may arise as a result of the tenant's use of the facility.
- d. The term "Renter" shall mean the owner of a home in the community or a tenant of a home in the community who signs this Agreement and is exclusively using the Clubhouse.

**2. Use Fee and Reservation\*\* Initial Agreement: \_\_\_\_\_**

- a. A non-refundable use fee of \$250 is required with the application to reserve the first seven (7) hours of use of the Clubhouse. (Date of event)
- b. For each additional hour beyond the initial 7 hours, a fee of \$25 per hour will be charged. All reservations must be reserved at least 3 weeks before requested date. Any requests within a 4 week time-frame, may be refused and must provide fee and deposit in the form of a money order.
- c. The reservation is not considered finalized until all fees have cleared.
- d. If another homeowner requests the day, and all fees have not been provided, the homeowner will be provided 24 (twenty-four) hours to provide full payments, or the day may be released to the next homeowner in-line
- e. The use of the Clubhouse must be only for legal purposes and shall only be used by the Renter and the Renter's guests for non-profit, non-commercial purposes only.
- f. **Important: Failure to pay the Room Rental Fee at such time entitles the HOA, in its sole discretion, to terminate this Agreement and deny the Renter and the Renter's guest's access to the Clubhouse, in which case the Renter shall forfeit any monies paid hereunder and the HOA shall be entitled to retain all such monies including any Security Deposit (as defined below). If the HOA terminates this Agreement for failure to pay the Room Rental Fee, the HOA may rent the Clubhouse to another Resident.**

**3. Security Deposit\*\* Initial Agreement: \_\_\_\_\_**

- a. A \$400 Security Deposit is due no later than thirty (30) days prior to the reserved date.
- b. This Security Deposit will be refunded within thirty (30) days after the conclusion of the rental if the Clubhouse is returned in the same condition as it was received, with no damages or excessive cleaning required.
- c. **Important: \*\* If any guest's vehicle is parked on the grass, the security deposit will not be refunded, and the vehicle may be towed at the homeowner's expense.**

**4. Payments\*\* Initial Agreement: \_\_\_\_\_**

- a. All fees and hold amounts must be paid by check or money order made payable to "Westwood Community 3 HOA."

5. **Event Hours\*\* Initial Agreement:** \_\_\_\_
  - a. Events held on Fridays and Saturdays must end no later than 11:00 pm.
  - b. Events held on Sunday, Monday, Tuesday, Wednesday and Thursday must end by 9:00 pm.
6. **Back-to-Back Reservations and Cleaning Services\*\* Initial Agreement:** \_\_\_\_
  - a. To ensure availability of cleaning services, back-to-back parties will be avoided, when possible.
  - b. If a Sunday reservation has been made, no Saturday reservations will be allowed.
  - c. Members who wish to reserve the Clubhouse for a Sunday event when a Saturday event has already been reserved, may do so, fully understanding and agreeing that cleaning services will not be available prior to their event. If this is not acceptable, the Sunday reservation will not be accepted.
7. **Clubhouse and Pool Area Use\*\* Initial Agreement:** \_\_\_\_
  - a. The pool and surrounding area doors are not permitted to be used during the reserved event due to safety. These doors must remain locked.
  - b. Homeowners who are not part of the event may still access and use the pool area during the reserved hours.
8. **No Smoking or Animals\*\* Initial Agreement:** \_\_\_\_
  - a. No animals shall be permitted in the Clubhouse except for service animals as defined and in compliance with Section 413.08 of the Florida Statutes and approved emotional support animals.
  - b. Smoking shall not be permitted inside the Clubhouse. Smoking shall only be permitted in HOA designated smoking areas and Renter must clean up all smoking butts. Open flames (except for birthday cake candles), open flame candles, gum, cotton candy confetti, caramel corn, chocolate fountains and smoke machines shall be prohibited in the Clubhouse.
9. **Tables and Chairs\*\* Initial Agreement:** \_\_\_\_
  - a. Members may use available Clubhouse furniture, which includes:
    - i. 90 folding chairs,
    - ii. 7 rectangular tables (30"x95"),
    - iii. 11 round tables (60").
  - b. All tables and chairs must be returned undamaged to the storage room after use, or the homeowner may be responsible for the cost of replacement.
10. **Wi-Fi /PA /Video Access\*\* Initial Agreement:** \_\_\_\_
  - a. WI-FI access, if available, may be provided upon request.
  - b. **Important: \*\* WI-FI access is not guaranteed to be available. Please make arrangements to provide your own internet access.**
  - c. There is no working PA or video system within the clubhouse.
11. **Parking\*\* Initial Agreement:** \_\_\_\_
  - a. The Clubhouse has 27 regular parking spaces and 2 handicapped spaces.
  - b. Additional parking is available at Point Plaza (Nob Hill and Westwood Drive).
  - c. **Important: \*\* Vehicles parked illegally on grass areas may be towed at the owner's expense. The \$250 hold fee will be forfeited if any guest's vehicle is found violating this rule.**
12. **Trash and Clean-Up\*\* Initial Agreement:** \_\_\_\_
  - a. All trash must be bagged and removed from the Clubhouse by the Renter. If trash bins are full, trash must be removed from the property by the renter, and must not be left on the property or around the trash bins.
  - b. Bathroom doors must be locked upon the conclusion of the Clubhouse rental.
13. **Music\*\* Initial Agreement:** \_\_\_\_
  - a. Music must remain inside the Clubhouse and should not be loud enough to disturb nearby residents.
14. **Alcoholic Beverages\*\* Initial Agreement:** \_\_\_\_
  - a. Alcoholic beverages are prohibited, however if a Renter decides to provide alcohol, they should serve responsibly to guests over the age of 21 and are fully responsible for the behavior of all guests. Vendors serving alcohol must have a 13 CT Liquor License, and the Certificate of Liability, must show commercial liquor liability of One Million Dollars (\$1,000,000) for each common cause and an aggregate limit of Two million Dollars (\$2,000,000).
15. Bounce Houses. Bounce houses, inflatable slides, tents, recreational equipment or other equipment that could

cause personal harm shall not be permitted in the Clubhouse or on the HOA's property.

16. **Cancellations\*\* Initial Agreement:** \_\_\_\_\_

- a. Cancellations made up to twenty-one (21) days prior to the event will result in the full return of the hold fee.
- b. Cancellations made after this period will forfeit the hold fee.

17. **Hold Harmless\*\* Initial Agreement:** \_\_\_\_\_

- a. By signing this agreement, the Member agrees to hold harmless the Westwood Community 3 Association, Inc. and its agents from any liability, litigation, or incidents arising from the use of the Clubhouse.

18. **Loss of Property.** The HOA shall not be responsible for damage or loss of any merchandise or articles left in the Clubhouse, any room or in any vehicle prior to, during or following the function, and user shall indemnify and hold the HOA harmless from any such claims made by the Renter or the Renter's guests, invitees, family members, employees, vendors, tenants, independent contractors or other agents. The HOA shall also not be responsible for any damage, loss or theft to any vehicles parking on the HOA's property. Renters and their guests shall park at their own risk.

19. **Assumption of Liability; Special Events Policy.** The Renter assumes all responsibility for the use of the Room and the Clubhouse and holds the HOA, the Association's community association management company, their respective parent companies, affiliates, subsidiaries, officers, directors, stockholders, employees and agents harmless for any damages, injuries, losses or other consequential damages incurred by the Renter or its guests, vendors, invitees, licensees, employees, tenants and any other agents as related to the use of the Clubhouse. The Renter shall provide their current homeowner's insurance declaration page and the name and address on the insurance page must match the name and address of the Renter signing this Agreement.

20. **Capacity Limits.** The Renter shall not have a number of guests that exceeds 70 people or that exceeds any capacity rules and regulations of the HOA.

21. **Indemnification and Hold Harmless.** The Renter shall indemnify, defend and save harmless the HOA from any and all fines, suits, claims, demands penalties, losses and actions (including attorney's fees and costs) for any injury to persons or damage to or loss of property in or about the Clubhouse and/or any Room caused directly or indirectly by the Renter and/or the Renter's guests, tenants, agents, vendors, employees, agents or invitees as arising by virtue of this Agreement. This paragraph shall survive the expiration of earlier termination of this Agreement. Renter must sign the Waiver and Release of Liability Agreement as set forth on Exhibit "A" attached hereto and made a part hereof.

22. **Default and Remedies.** In the event of any default hereunder, the HOA may, at its option, exercise any or all of the rights, options, privileges and remedies available at law or in equity.

23. **Choice of Law and Venue.** This Agreement shall be construed, interpreted and enforced in accordance with the substantive laws of the State of Florida. Venue for any action shall be exclusively in Broward County, Florida.

24. **Default.** All expenses incurred by the HOA in connection with the correction of any failure or breach of these Clubhouse rules, and all expenses incurred by the HOA in connection with any legal proceedings to enforce these Clubhouse Rules, including without limitation, reasonable attorneys' fees whether or not incurred in legal proceedings and merely just enforcement costs such as the preparation of violation letters and communicating with a Resident who is in violation of these rules, shall be an individual assessment against the applicable Owner, and shall be due upon written demand by the HOA. The HOA shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such individual assessment, and may take such action to collect such assessment or foreclose said lien as in the case and in the manner of any other assessment as provided in the Declaration.

25. **Attorney's Fees.** In the event of legal proceedings arising under or relating to interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs and reasonable attorneys' fees (both trial and appellate) incurred in connection therewith.

26. **Assignment.** The Renter shall not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the HOA, which consent may be granted or withheld in the sole discretion of the HOA.

27. **Identification Requirement\*\* Initial Agreement:** \_\_\_\_\_

- a. The Member must provide a valid Florida Driver's License or Florida State Identification Card that reflects an address within Westwood Community 3.
- b. The identification must be shown to Property Management Company, or a copy must be included with this agreement.

28. **Additional Cost if Damage is noted:** \_\_\_\_\_

No hot items should be placed on the kitchen counters. Must Use heat protective place mats.  
Use only water to wipe off counters. No cleaners should be used, as they may cause damage to the counter- tops.  
Additionally, floors should be swept only, and spills should be cleaned with water and cloth only.

29. **Decorations:** \_\_\_\_\_

- a. No tape is allowed on the windows and nothing should be attached to the walls , ceilings or fabric panels. Glass tinted windows are clear to inside. No Glitter, confetti or similar items should be used
- b. Decorative items on shelves can not be removed Inventory will be complete before and after party.
- c. Decorations. The Renter shall not make use of any decorations, materials or attachments that might cause damage to any windows, walls, doors, floors, ceilings or air conditioning vents, including without limitation the use of tape, tacks, paint, nails, markers, or any other material that may cause damage.

30. **Room Setup and Cleanup:** The Renter is responsible for all setup and cleanup of the Clubhouse and cleanup of surrounding areas which the Renter or the Renter's guests, family members, invitees, tenants, vendors, employees, independent contractors or other agents may have used. Decorations are not permitted to be affixed to the HOA property. The Renter understands that if any area used is not fully cleaned, the cost of cleaning will be retained by the HOA from the Security Deposit. If the Security Deposit is insufficient, the Renter will be personally responsible for such charges and such charges shall be considered an assessment as defined in the Declaration. Failure of the Renter to pay such costs when due shall permit the HOA to record a lien against the lot and the Dwelling Unit in the amount of the outstanding Damage Payment and foreclose on that lien in accordance with the Declaration in the same manner as any other assessment.

31. **Declaration of Restrictions:** This Agreement is expressly subject to recorded covenants, restrictions reservations and servitudes on the foregoing described lands in Official Records Book 5098, at Page 731, in the Public Records of Broward County, Florida, which Declaration was subsequently replaced in its entirety by an Amended Declaration of Restrictions recorded in Official Records Book 6922, at Page 940, in the Public Records of Broward County, Florida, and LEADERSHIP HOUSING, INC., a Delaware corporation, recorded an additional Declaration of Restrictions relating to the foregoing described lands recorded in Official Records Book 5190, at Page 732, in the Public Records of Broward County, Florida, which was subsequently assigned to WESTWOOD COMMUNITY THREE ASSOCIATION, INC., by an assignment of Declaration of Restrictions recorded in Official Records Book 5728, at Page 544, in the Public Records of Broward County, Florida, all as amended from time to time (the "Declaration"). The HOA shall have the right to make, and the Renter shall abide by, such rules and regulations as the HOA may from time to time adopt or change. The Renter agrees to comply with the provisions of the Declaration and all of the HOA'S rules and regulations. The HOA shall have the right to immediately terminate this Agreement if the Renter fails to comply with the Declaration, the rules and regulations and/or this Agreement. This Paragraph shall survive any expiration or sooner termination of this Agreement.

32. **Renter's Insurance; Vendor's Insurance.**

- a. Resident assumes all responsibility for the use of the Clubhouse and holds the HOA, HOA's licensed community association manager, their respective parent companies, affiliates, subsidiaries, officers, directors, stockholders, employees and agents harmless for any damages, injuries, losses or other consequential damages incurred by Resident or its guests as related to the use of the Clubhouse. The Resident shall provide their current Homeowner's Insurance declaration page (name and address on the insurance page must match the name and address of the Resident signing the contract).
- b. Resident contracted vendors shall provide HOA with a Certificate of Insurance evidencing Commercial General Liability coverage, showing HOA and the HOA's community association manager as ADDITIONAL INSURED (not just a holder on the insurance certificate) with the following minimum limits: Three Hundred Thousand and 00/100 Dollars (\$300,000) any one occurrence/ aggregate; One Hundred Thousand and 00/100 Dollars (\$100,000) Property Damage; and Five Thousand Dollars and 00/100 (\$5,000) Medical Expense (any one person). All said insurance shall apply to the resident, guests and any outside vendor contracting with Resident in connection with the use of the Clubhouse.
- c. In addition, vendors serving alcohol must have a 13 CT Liquor License, and the Certificate of Liability, must show commercial liquor liability of One Million Dollars (\$1,000,000) for each common cause and an aggregate limit of Two million Dollars (\$2,000,000).
- d. If the Renter fails to produce the appropriate licenses and certificates of insurance to the HOA at least fourteen (14) days prior to the date of the scheduled rental/Event, said vendor shall not be permitted to provide services to the Clubhouse. In addition, if all required insurance information is not provided at least fourteen (14) days in advance, the Event will be suspended and Renter will not be permitted to rent the Clubhouse on the scheduled date, with all Security Deposits and Rental Room Fees forfeited and waived and the Renter shall not be entitled

to a refund.

33. **Lockbox.** A clubhouse key will be given to the Renter to gain access to and to lock the Clubhouse. The key must be returned to the Lock box at the front of the Clubhouse door by opening the lid and dropping the key in. If you receive a code, the code is only activated for the rental time frame in the Rental agreement. If the key is not returned in a time, the Security Deposit will be forfeited.

**\*\*Agreement Acknowledgment\*\***

I, the undersigned, agree to all the terms and conditions outlined above, and I acknowledge that I am responsible for ensuring compliance during my event at the Westwood Community 3 Clubhouse. I understand if I violate the Association's rules and regulations regarding clubhouse use, the Board may disapprove any exclusive use rental that I may request.

I/We, undersigned (s) below, understand and agree with the rules and statements mentioned above.

**Print Name:** \_\_\_\_\_ Today's Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Event Date: \_\_\_\_\_ Day of the Week: \_\_\_\_\_

Event time: From \_\_\_\_\_ to \_\_\_\_\_. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Renter's property address: \_\_\_\_\_, Tamarac, FL

33321 Homeowners Signature & Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**Mailing Address to return the Deposit:**

Member's property address above and/or add an address to return the Reservation hold fee: \_\_\_\_\_

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**Westwood Community 3, Section 21 Clubhouse Rental Checklist**

Item	Check-In	Check-Out
Floors	Clean / Not Clean	Clean / Not Clean
Sink	Clean / Not Clean	Clean / Not Clean
Cabinets	Clean / Not Clean	Clean / Not Clean
Chairs	Clean / Not Clean	Clean / Not Clean
Tables	Clean / Not Clean	Clean / Not Clean
Lights	Off/On	Off/On
Windows	Closed / Open	Closed / Open
Refrigerator	Clean / Not	Clean / Not
Convection Oven	Clean / Not Clean	Clean / Not Clean
Microwave	Clean / Not Clean	Clean / Not Clean
Trash Removal	Removed/ Not Removed	Removed/ Not Removed
Walls	Undamaged / Damaged	Undamaged / Damaged
Countertops	Clean / Not	Clean / Not
Additional Notes		

**Check-in Section:**

Renter Name (Print): \_\_\_\_\_

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Check-out Section: (Will be verified by HOA Representative via camera or in person)**

HOA Member/Authorized Representative Print: \_\_\_\_\_

HOA Member/Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "A"**

**Westwood Community Three Association, Inc**  
**WAIVER AND RELEASE OF LIABILITY AGREEMENT**  
**WESTWOOD COMMUNITY THREE CLUBHOUSE**

I, the undersigned, acknowledge, understand and agree that:

1. Voluntarily and of my own free will, I elect to use the Westwood Community Three Association, Inc. Clubhouse (the “**Recreational Facilities**”), including but not limited to gym facilities, swimming pools, spas, clubhouse, parking facilities, playground equipment and any and all related facilities and amenities (collectively, the “**Recreational Amenities**”) maintained by Westwood Community Three Association, Inc. (the “Association”).
2. I understand that there are certain risks and hazards involved in utilizing the Recreational Facilities that are inherent in utilizing the Recreational Facilities which may result in injury or death to me or other people utilizing the Recreational Facilities, including, without limitation, those hazards associated with equipment, drowning, slip and falls and other participants.

Further, I, the undersigned, agree that as lawful consideration for the right to utilize the Recreational Facilities:

1. **I voluntarily accept and assume all risks of injury incurred or suffered by me while utilizing the Recreational Facilities.**
2. **I release, discharge and agree not to sue the Association, any of its members, managers, owners, directors, officers, employees, agents, representatives or successors or assigns (collectively, the “Released Parties”) for any claim, damages, losses costs or causes of action that I have or may in the future have as a result of injuries or damages sustained or incurred by me in connection with my utilization of the Recreational Facilities including those injuries or damages caused by the negligence of the Released Parties.**
3. **I agree to hold harmless and indemnify the Released Parties from any and all liability for any property damage or personal injury to any third party resulting from my utilization of the Recreational Facilities including those injuries or damages caused by the negligence the Released Parties.**
4. **I also acknowledge that the Association has rules and regulations that govern the Recreational Facilities. I hereby agree to comply with those rules and regulations and any amendments thereto, from time to time.**

I attest that I am at least 18 years of age.

I acknowledge that this Waiver and Release of Liability Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that I have read and that I understand each and every one of the above provisions of this Waiver and Release of Liability Agreement and agree to abide by its terms and conditions.

Signature:\_\_\_\_\_

Print Name:\_\_\_\_\_

Date:\_\_\_\_\_

**WESTWOOD COMMUNITY THREE ASSOCIATION, INC.**  
**RESERVATION REQUEST FORM**

Name of Requesting Resident: \_\_\_\_\_

Owner  Tenant

Resident Address: \_\_\_\_\_

Resident Home Phone: \_\_\_\_\_ Resident Cell Number: \_\_\_\_\_

Event Activity Description: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

Guest of Honor (if applicable): \_\_\_\_\_

Number of expected guests: \_\_\_\_\_

Security Deposit Amount and Receipt Date: \_\_\_\_\_

(Association's Signature)

Security Deposit Return Date and Amount Returned: \_\_\_\_\_

(Association's Signature)

If Security Deposit is not returned, explain why: \_\_\_\_\_

Is Resident in good standing:  YES  NO

Will there be vendors?  YES  NO If yes, circle which vendors below:

Caterer  YES  NO

DJ  YES  NO

Service Staff  YES  NO

Kids entertainment  YES  NO

Décor Company  YES  NO

Musicians  YES  NO

Other Vendor(s)  YES  NO specify if Yes: \_\_\_\_\_

Is an off-duty police officer required?  YES  NO