

Clubhouse Rental Agreement

BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC.
19951 OCEAN KEY DRIVE, BOCA RATON, FL 33498

For any questions on this application, please contact the property manager at Manager@BisBoca.com or (561) 447-7334

Homeowner Name(s) _____ Todays Date _____
Address _____
Cell Phone _____ Email _____

Date of Event: _____ Purpose of Event: _____

HOURS OF EVENT (Including Preparation & Cleanup) MUST BE BETWEEN CLUBHOUSE HOURS of 5:00 AM - 12:00 AM the latest or Additional Fees will apply)

Start time: _____ **End Time:** _____

Total Number of Guests (max 80) _____ A complete and final guest list must be given to the property manager a day prior to the event to be given to the guardhouse.

Rental Charges & Fees

- Option A:** Non Refundable Rental Fee: **\$500** (Homeowner will supply cleaning crew, **must include bathrooms**) (up to 5 hours rental Including Prep & Clean up time)

- Option B:** Non Refundable **\$500 + \$150** BIS Cleaning Crew (up to 5 hours rental Including Prep & Clean up time)

Additional hours past 5 hrs: **\$100 per hour**

Security Deposit: **\$1,000**

After 12:00 am Check Out: **\$200 per hour**

Security Alarm or Fire Alarm Accidentally Activated: **\$150**

Additional Security Guard Fee: **Cost varies See Property Manager**

Damages or Excessive Cleaning Fees: **Cost Varies**

Payment/Deposit Information

Checks received on: _____

Clubhouse Deposit: \$1000.00 Check #: _____

Non Refundable Rental Fee \$500.00 Check #: _____

Additional Fees: _____

Security Guard Fee Check #: _____ (minimum of 4 hours)

Owner agrees to pay to Boca Isles South POA (Property Owners Association, INC.) a payment for the rental in the amount of **\$1000 Security Deposit, Non refundable Rental Fee \$500, Cleaning fee of \$150 if selected on Page 1, and extra security guard fee if required, payable in advance with the application to reserve the date no later than 10 days prior to function.**

Deposit check will be returned after **a full inspection of the clubhouse** reveals that **NO Damage has been done**, the **clubhouse is all clean** and the attached clubhouse party rules have been followed. _____ **HOMEOWNER MUST INITIAL**

Use

The Homeowner acknowledges that the rental of the Clubhouse facility at Boca Isles South is for the **Main Entry Room & Bathrooms ONLY** and **does not include the Pool, Patio Area, Fitness Center, Sauna, Theater, Game/billiard Room, Conference Room, Playground and any outside common areas.** _____ **HOMEOWNER MUST INITIAL**

Homeowner must review and initial each item on the attached Boca Isles South **CLUBHOUSE PARTY RULES / RENTAL CHECKLIST** in addition to execution of the Agreement and incorporated as specific obligations of the Homeowner.

Under NO Circumstances will rental be used for Commercial Purposes.

No pets or animals shall be permitted to be in the clubhouse without prior express written consent of Boca Isles South POA.

Homeowner shall surrender possession of the clubhouse to Boca Isles South at the termination of their use in good condition as when taken, to include **emptying all garbage cans, wiping down all tables, countertops and sweeping the area.** Homeowners must take all garbage with them, and not leave garbage in any BIS receptacles including the parking lot. **The clubhouse must be put back to the original layout of the furniture and tables.**

Security Deposit

Homeowner agrees, in addition to this agreement concerning “rent” as set forth in page 1, to pay Boca Isles South POA the sum of One Thousand **(\$1000.00) dollars as a security deposit at the time the clubhouse is reserved**, and this contract agreement is submitted to Management. The security deposit shall be held by Boca Isles South POA as security for the Homeowner’s performance of this Agreement, and against any damages caused to the clubhouse or any other part of Boca Isles South property by the homeowner, their family, and guests during homeowner’s use of the clubhouse. **The security deposit check is to be released to the homeowner 7 business days after clubhouse inspection with the homeowner after rental unless there are fees incurred during the rental of the clubhouse.** Homeowner understands and agrees that the security deposit may not be applied as rent or against any other amount due from Homeowner to Boca Isles South POA. **In the event that there are charges to the Homeowner resulting from the clubhouse rental such as but not limited to Damages, Excessive Cleaning Fees, Security Alarm or Fire Alarm Accidentally Activated, Additional hours past 5 hrs, Management will contact the Homeowner in writing within 10 days of the rental and advise of such charges. Homeowner is to provide Management with a payment for the damages or extra charges within 14 days of the receipt of the letter of damages.** At that time, the security deposit check will be returned to the Homeowner. **If the Homeowner does not pay for the damages or charges within 14 days of the receipt of the letter of damages, Management will deposit the security deposit check and refund the Homeowner the difference in the amounts.** In the event that the security deposited is insufficient to make Boca Isles South whole with respect to all damage done to the clubhouse or other parts of Boca Isles South during Homeowner’s use of same, Homeowner agrees that Boca Isles South POA shall have claim against Homeowner personally as well as the right to prepare and file a claim of lien against the Homeowner’s residence in Boca Isles South to secure the payment of the same and that Boca Isles South shall have all remedies against Homeowner as provided in the Declaration of Covenants and Restrictions in the collection of the sums due.

Attorney Fees

In any action or proceeding arising out of this Agreement to enforce the Agreement, or to secure any rights provided under this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and cost.

The undersigned agrees that neither Boca Isles South POA nor any person under employment or working on their behalf shall be held responsible or liable for any damage to the property of, or the bodily injury or death or the undersigned or his/her guest due to any activity being held at the Boca Isles South Clubhouse.

It is further agreed that the undersigned is solely responsible for any damages to property belonging to the Boca Isles South POA caused by the undersigned’s guest.

Boca Isles South Liability

Homeowner agrees that Boca Isles South POA shall not be liable for property damage or personal injury occurring in the clubhouse regardless of the cause unless the damage or injury results from Boca Isles South gross negligence or intentional tort. Homeowner agrees to indemnify and hold harmless Boca Isles South POA for any claims of any kind whatsoever arising from homeowners use of the clubhouse pursuant hereto. This includes claims against the association, its Board Members, officers or employees, and includes allegations of negligence of any kind on the part of Association, its board members officers and employees, as well as any attorney fees incurred by Association in defending such claims.

Homeowner agrees not to do or to permit any act or practice substantially at variance from the stated purpose above or injurious to the clubhouse, which may be unreasonably disturbing to residents of properties surrounding the clubhouse, which may affect the insurance risk factor on the clubhouse, or which may be otherwise prohibited by law. Homeowner will not bring onto the property a barbecue.

Homeowners' Insurance liability carrier _____,

Phone _____ **and Policy Number** _____

Homeowner must add **Boca Isles South POA as additional Insured** and provide a copy to the Property Manager.

Homeowner will be responsible for any damages inside or outside of the clubhouse caused by any guests attending the function.

Homeowner must provide Vendors information they wish to hire Including their Licence & Insurance information.

Vendor name: _____ tel: _____

Vendor name: _____ tel: _____

Vendor name: _____ tel: _____

Vendor name: _____ tel: _____

Vendor name: _____ tel: _____

CLUBHOUSE PARTY RULES

(Please initial each line as acknowledgement)

_____ 1. Checks are to be made payable to “Boca Isles South POA” prior to the clubhouse rental in the amount of **\$1000 Security Deposit, Non refundable Rental Fee \$500, Cleaning fee of \$150 if selected on Page 1, and extra security guard fee if required.** Any checks returned for non-sufficient funds will be charged the bank fee and any other associated fees will be passed onto the homeowner.

_____ 2. Rental of the Clubhouse does not include under any circumstances, use of the Pool, Pool Patio Area, Fitness Center, Theater, Game/Billiard room, Sauna, Conference Room, Playground and any outside common areas.

_____ 3. Homeowner must be present for the entire event. Homeowner shall not rent out or sublease the clubhouse. Under no circumstance will the clubhouse be rented for commercial purposes.

_____ 4. All music and equipment must be used inside the clubhouse only and must not disturb other homeowners in the rest of the clubhouse. No smoke or fog machines are permitted.

_____ 5. Homeowner agrees there will not be more than **80 Guests** at the event at any given time.

_____ 6. Homeowner must provide a list of all guests attending the event to the property manager the day before the event. Anyone not on the list will have to be called in to enter.

_____ 7. The homeowner understands that the homeowner’s account with respect to monthly association dues and any other **fees must be current** at the time of the contract signing and the account must be in a current status as of the day of the event or **this contract may be denied.**

_____ 8. If there is an event where alcohol is present **or any event that extends past 7:00 pm, a Private Security Officer must be present.** Management can make arrangements to schedule the additional security for the function at a minimum of 4 (four) hours for an additional fee or Homeowner must provide their own.

_____ 9. The party/function must end, and all guests are required to leave **NO LATER THAN 12:00 am,** any delay in vacating of the clubhouse will result in a charge of **\$200.00** per hour.

_____ 10. Should the clubhouse **security alarm or fire alarm be activated** during the rental of the clubhouse due to the open windows and doors, use of fog or smoke machines **the Homeowner will be charged \$150.00 which will be deducted from the Homeowner's Security Deposit.**

_____ 11. **Clean Up: Homeowner will make sure the clubhouse is clean including bathrooms at the end of the party including emptying all garbage cans, wiping down all tables and countertops as well as sweeping the area. All garbage must be removed from the clubhouse. Homeowners must take all garbage from the event with them, and not leave garbage in any BIS receptacles including the parking lot. Homeowners will need to provide their own paper towels, garbage bags, and cleaning supplies. If the clubhouse is not clean during the end of the party inspection, supplemental cleaning charges will be deducted from the security deposit. Any damages will be charged to the Homeowner in addition to any supplemental cleaning fees. If Option B on Page 1 is selected (\$150 BIS Cleaning Crew) Homeowner must still take all garbage from the event with them, and not leave garbage in any BIS receptacles including the parking lot, and put all furniture back to the original layout.**

_____ 12. Clubhouse furniture, fixtures, paintings and appliances must always remain inside the clubhouse. Such items may not be removed from the clubhouse interior at any time. A layout of the clubhouse is attached and needs to be put back to the original layout of the furniture and tables. **Bookshelves & Large planters must not be moved.**

_____ 13. Homeowners' Insurance Policy Carrier, Policy # & phone number is required to be included with the application. **The homeowners' liability insurance must reflect: Boca Isles South POA, 19951 Ocean Key Dr, Boca Raton, FL 33498 as additional insured (any vendors the homeowner hires must supply License & Insurance information to management).**

_____ 14. Homeowner agrees to **not put Signs or Coverings including Do Not Enter signs on the Front or Back doors.**

_____ 16. **Failure to follow any of the rules listed above may result in all or part of your \$1,000.00 deposit being forfeited to the Association and banning future rentals.**

Homeowner Signature: _____ Phone: _____

Print Name: _____ Cell: _____

Management Signature

Date Signed

Time signed