

The Shores of Long Bayou
6301 Shoreline Drive
St. Petersburg, Florida 33708

CLUBHOUSE USE AGREEMENT
(FOR PRIVATE FUNCTIONS)

CLUBHOUSE GUIDELINES MUST ACCOMPANY THIS FORM

The Agreement made this _____ day of _____, 20____

By and between The Shores of Long Bayou Homeowners' Association, Inc., a Florida Corporation,
(herein after referred to as the "HOA") and:

Name _____ (herein referred to as the USER)

Address _____

Building _____ Unit _____

Phone # _____

In Consideration of the mutual agreements and obligations described below, the HOA and the User agree that the User may use the Club facilities (other than the office space and other exceptions noted) in the Clubhouse Building upon the following terms and conditions.

1. If the User is a member in good standing of the HOA, upon the signing of this Agreement, the User shall pay a reservation deposit of \$200.00. If the clubhouse is found in satisfactory condition, the deposit shall be returned to the User. In the event that the clubhouse has been left in an unsatisfactory condition, as determined by the manager, this deposit will be applied to the cleaning or other corrective measures of the Clubhouse. No deposit fee is required for association business or events for homeowners.
2. In return for said deposit, the HOA agrees that the User and User's guests may use The Shores of Long Bayou Clubhouse for a period of time, not to exceed _____ hours, on the _____ day of _____, 20____, beginning at _____ am/pm, provided, however that the User and User's guests must vacate Clubhouse Building not later than 11:00 p.m. on that date.
3. Should the Clubhouse building, furnishings, fixtures or equipment become damaged during the User's function, the User will promptly pay the amount determined by The Shores of Long Bayou Property Manager to restore the damage.
4. The User shall and does hereby agree to indemnify, defend, and hold harmless the "Indemnities (as defined below) from and against any and all liabilities, damages, losses, costs, expenses (including attorney's fees and disbursements at the trial level and, if necessary the appellate level) amounts of judgment, assessments, fines, or penalties and amounts paid in compromise or settlement which are suffered, incurred or sustained by and Indemnity on account of, by reason

of, as a result of or in connection with any matter pertaining to the use of The Shores of Long Bayou Clubhouse and related facilities by the User and the User's guests as permitted by this agreement. The "Indemnities" are The HOA, also known as The Shores of Long Bayou Homeowners' Assoc., Inc.

5. The User will receive a door key from the manager. The key needs to be returned to the manager the next business day.
6. This agreement constitutes the entire agreement between the HOA and the User pertaining to the subject matter of the Agreement. This agreement can be amended only in writing signed by both the User and the HOA.
7. This agreement has been executed under seal by the Property Manager and the User on the date first mentioned above.
8. Intended purpose for use of the clubhouse & Number of Guests _____

9. SPECIAL CONSIDERATIONS: _____

*The User has read The Shores of Long Bayou Clubhouse Guidelines. _____ **initial**

*The User has read and understands the Shores of Long Bayou Clubhouse Rules. _____ **initial**

The User: _____
Signature Required

Date: _____

The HOA:
The Shores of Long Bayou Homeowners' Association, Inc.

Approved By: _____

Title: _____

CLUBHOUSE GUIDELINES (updated April 2014)

1. By direction of the Fire Marshall, The Shores of Long Bayou Clubhouse may not have more than **fifty-five (55)** individuals in attendance.
2. The HOA shall have priority usage of the clubhouse for meetings and business needs.
3. The condominium associations will have priority usage for membership meetings.
4. The clubhouse may not be used for events of a political nature.
5. Any commercial use is prohibited.
6. As a non-sectarian venue, the clubhouse may not be used for religious events.
7. A resident may reserve the use of the clubhouse. Please contact the Manager to determine available times and dates. It is requested that private events shall be made no more than 1 month in advance but not less than ten days in advance.
8. Resident(s) may have guests for their reserved event who are non-residents.
9. Please provide the Manager with details when requesting a reservation.
10. Traditionally, Thursday Nights are reserved for residents and guests for cards. This is open to all residents who may wish to participate.
11. In order to reserve the clubhouse for a private function, The CLUBHOUSE USE AGREEMENT, along with a refundable \$200 deposit must be completed and returned to the Manager.
12. The Manager will supply a "closing" checklist to be filled out and left at the Manager's office upon departure from all reserved functions that require a USE AGREEMENT.
13. Pets are not allowed in the clubhouse or pool area.
14. The Manager will check out a clubhouse key to the requesting owner. The key needs to be returned to the manager the next business day.
15. All arrangements for extra help, if needed, for the User's function are the sole responsibility of the User.
16. Furniture must be placed in its original position after the function. All trash must be taken. All cleaning of dishes, utensils, etc. is the User's responsibility.
17. Food or drink is allowed only in the designated pool areas. No glass containers of any kind shall be allowed in the pool area.