

**THOROUGHbred LAKES ESTATES
HOMEOWNERS ASSOCIATION, INC.**

CLUBHOUSE MAIN ROOM RENTAL AGREEMENT

***RESERVATION IS FOR CLUBHOUSE MAIN ROOM ONLY AND DOES
NOT INCLUDE USE OF THE POOL, POOL PATIO, GYM OR BILLIARDS ROOM***

APPLICANT INFORMATION:

Applicant must be Owner of the unit address below and be in good standing.

Name: _____

Address: _____

Telephone: Home: _____ Cell: _____

EVENT INFORMATION:

Date of Event: _____

Time of Event:

From _____ to _____ **(NO LATER THAN 10:00 PM)**

Owner Initial:

Number of People at Event: (100 person maximum) _____

Guest List must be given to the Guard on Duty prior to the Event – no exceptions!

Type of Event: _____

FEE / DEPOSIT INFORMATION:

***Clubhouse Main Room Non-Refundable Rental Fee: \$150.00
(due 2 weeks prior to the Event)***

Owner Initial:

***Clubhouse Main Room Required Security Deposit: \$250.00
(due 2 weeks prior to the Event)***

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made this _____ day of _____, 20____ by and between THOROUGHbred LAKES ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association") and _____ ("Owner"), residing at _____, Lake Worth, FL 33449.

This Agreement is made for the purpose of granting Owner the right to reserve and use the Main Room of the Clubhouse located on Clubhouse Turn Road in Thoroughbred Lakes Estates, for the date and Event specified above on Page 1 of this Clubhouse Main Room Rental Agreement.

1. Owners who have reserved the Clubhouse are to use the Main Room and kitchen area of the Clubhouse only and may not, during the period of any such reservation, obstruct the use of surrounding recreational facilities at any time to any Member/Resident of Thoroughbred Lakes. The pool, patio, and any other surrounding common areas are NOT included as part of the rental, and their use is reserved for Thoroughbred Lakes residents only.
2. The Owner hereby agrees to abide by all of the Terms and Conditions listed on pages 5 and 6 of this Agreement.
3. In consideration for reserving the Main Room of the Clubhouse, Owner shall pay to the Association, at least two (2) weeks prior to the reservation date, a Rental Fee of **\$150.00**, payable to Thoroughbred Lakes Estates Homeowners Association, Inc. The \$150.00 Rental Fee is non-refundable.
4. In addition to the Rental Fee, as further consideration for reserving the Main Room of the Clubhouse, Owner shall pay to the Association, at least two (2) weeks prior to the reservation date, a Security Deposit in the amount of **\$250.00**, payable to Thoroughbred Lakes Estates Homeowners Association, Inc. The Security Deposit will be deposited and, if necessary, used to pay any expenses for cleaning, repairs or replacements required after the use of the Main Room of the Clubhouse. Refunds of any unused Security Deposit shall be at the discretion of the Association (see Terms and Conditions, pp. 5 and 6).
5. Owner, and all of Owner's guests and attendees, shall abide by and conform to all the Rules and Regulations of the Association as contained in the Association Documents.
6. Owner hereby agrees to assume all responsibility for insurance respecting the facilities during use under this Agreement, and Owner agrees that Owner will not assert any claim of coverage under any insurance policy of the Association during the period of such use.

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

7. Owner shall indemnify the Association against and hold the Association harmless from any and all demands, claims, actions, suits, proceedings, costs, expenses, damages, injury and liability, including, without limitation, costs and attorney's fees, claimed by any person, organization, association, or otherwise, arising out of or relating to the use, occupancy, operation, and/or condition of the Main Room of the Clubhouse, restroom facilities, parking facilities, or any other portion of Association property or common areas.

Owner Initial:

8. Owner and all guests and attendees will comply with all laws of the United States, the State of Florida, Palm Beach County, and all rules and requirements of the local sheriff and fire departments, and Owner will pay any taxes or fees due to any authority arising out of Owner's use of the facilities.

Owner Initial:

9. Owner and all guests and attendees shall not injure, or in any manner deface, damage, or destroy, the Clubhouse and surrounding areas (including the parking lot, grassy areas and restroom facilities). Owner and all guests and attendees shall not cause or permit anything to be done whereby any portion of the Clubhouse, furnishings, appliances, floors, vents, windows, doors, or any other portion of the building or surrounding areas, during the term of the rental and/or this Agreement, shall be damaged by the act, default or negligence of Owner and/or any of Owner's guests or attendees. Owner shall fully forfeit the Security Deposit and pay to the Association, immediately upon demand, any and all such additional sums as are necessary to restore the Clubhouse and surrounding areas to their pre-rental condition.

Owner Initial:

10. Owner shall be responsible for payment of any and all sums of money owed as a result of any breach of this Agreement, and Owner shall be responsible for any and all attorneys' fees and costs incurred by the Association in enforcing any of the provisions of this Agreement. Owner's account must be in good standing *prior to approval of the rental application*; and Owner is required to pay any and all sums of money owed by Owner's home before the Event can take place. The Association shall collect attorneys' fees and other amounts owed in accordance with the Declaration.

Owner Initial:

11. The Association (or its representatives) reserves the right to enter the Clubhouse and/or surrounding areas during the period of Owner's 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 any portion of the Clubhouse, surrounding areas, entry gates, or any other part of Association property. The Association reserves the right to refuse entry to any person or persons behaving in a disorderly manner or who do not comply with the Rules and Regulations of the Association, or any federal, state, or local law, rule or ordinance.

Owner Initial:

12. It is understood by all parties that THIS AGREEMENT DOES NOT INCLUDE THE USE OF ANY FACILITY OTHER THAN THE MAIN ROOM OF THE CLUBHOUSE and that the number of users, guests or any persons admitted to the said premises by the Owner or anyone else acting on Owner's behalf shall not exceed the fire marshal's guidelines for this building (100 person maximum).

Owner Initial:

This Clubhouse Main Room Rental Agreement consists of 6 pages (numbered 1 through 6), and constitutes the total agreement between the Association and the Owner. Neither party is relying on any verbal or written agreement other than this Clubhouse Main Room Rental Agreement.

IN WITNESS WHEREOF, the parties hereto have agreed to the foregoing by executing this Agreement on the day and year first above written.

ASSOCIATION:

**THOROUGHbred LAKES ESTATES
HOMEOWNERS ASSOCIATION, INC.**

By: _____

Name: _____

Title: _____

Date: _____

OWNER:

(OWNER SIGNATURE)

Name: _____

Date: _____

(OWNER SIGNATURE)

Name: _____

Date: _____

TERMS AND CONDITIONS FOR CLUBHOUSE MAIN ROOM RENTAL

1. Anyone applying to rent the Clubhouse Main Room must be a Thoroughbred Lakes Estates Homeowners Association, Inc. **Owner in good standing** and at least 21 years of age. Third party rentals are prohibited. Owners are not permitted to rent the Clubhouse for their tenants. Rental of the Clubhouse Main Room is for personal or family use only (no business or solicitation functions or organization meetings are permitted).
2. This application is for rental of the **Main Room of the Clubhouse only**, and no other common area (for example, the pool, any pool and patio areas, workout room, billiards room) is included. Restrooms are to be shared with residents and kept clean. If any guest or attendee is observed or recorded loitering in any area other than the Main Room of the Clubhouse (such as the pool or patio areas), **the Security Deposit will be forfeited in its entirety.**
3. Owner and all guests and attendees shall obey all laws and all Association Rules and Regulations. It is Owner's responsibility to inform all guests and attendees of these terms. Owner will be held fully responsible for the actions of all guests and attendees at all times.
4. Decorations - Owner and any guests and attendees shall not nail, staple, tack, tape or deface the walls, ceiling or furniture of any portion of the Clubhouse. All decorations, balloons, etc. must be completely removed at the end of the Event.
5. Owner and all guests and attendees shall vacate the Clubhouse and surrounding areas at the time specified on Page 1 of this Clubhouse Main Room Rental Agreement, **but in no event later than 10:00 pm.** All cars must be cleared from the Clubhouse parking lot and the Clubhouse must be restored to its pre-rental condition, with alarm set and doors locked, **no later than 10:00 pm.** Owner is required to leave the Clubhouse, restrooms, parking lot and all surrounding common areas in the same condition as found. This shall include but is not limited to:
 - o Returning all furniture to its original location;
 - o Turning off all lights and closing/locking all doors;
 - o Returning thermostat setting to 78 degrees;
 - o Reactivating the security alarm;
 - o Cleaning the kitchen area, wiping down surfaces, and emptying the refrigerator/freezer and drawers/cabinets of all Event contents;
 - o Removing all decorations, balloons and trash from the premises. **No trash may be left anywhere on Clubhouse or Association property. Any trash left on the premises will cause the Security Deposit to be forfeited in its entirety.**
6. Owner is required to have a walk-through inspection of the Clubhouse with an Association member or representative on the day of the Event, before the start of the Event, and immediately following the end of the Event. Owner must return the Clubhouse key to the access guard and sign the return sheet prior to the end of the access guard's shift at 10:00 pm.
7. An accurate guest list must be given to the access guard prior to the Event for guests and attendees to gain access to the Event. Any person not on the submitted guest list will not be allowed entry.

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

8. **NO PARKING** is allowed on the grass, sidewalks or any common areas other than parking spaces in the Clubhouse parking lot. If any cars are parked on any area other than the parking lot spaces, the Security Deposit may be forfeited and those cars will be subject to towing.
9. **NO ALCOHOLIC BEVERAGES** are permitted at any time in the Clubhouse or any surrounding areas.
10. Owner shall prevent any unauthorized or improper use of any community facility by Owner's guests and/or attendees. ***Owner is responsible for the behavior of all guests and attendees at all times, and will be held responsible for any and all damage caused by any guests and/or attendees to the Clubhouse facilities, equipment, and any area within the community (including, but not limited to, access gates and sprinkler heads). Owner will be required to pay for repairs to or replacement of any community property damaged or destroyed by Owner, their guests or attendees - NO EXCEPTIONS.***
11. Owner shall not allow unsupervised minors in the Clubhouse or surrounding areas at any time. Parents must supervise parties for minors and must be present at all times.
12. All equipment and/or supplies must be removed from the Clubhouse after the end of the Event, **in no event later than 10:00 p.m.**

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

Owner Initial:

Owner agrees to be bound by the foregoing Terms and Covenants.

Dated this _____ day of _____, 20_____.

Signature of Owner/Applicant

Print Name: _____