

The Towers Condominium Association, Inc.

Clubhouse Reservation Agreement

This Clubhouse Reservation Agreement (the "Agreement") is made and entered into by and between The Towers Condominium Association, Inc., (the "Association") and Resident/Member (defined as the undersigned Towers Condominium Unit Owner or authorized tenant). In contracting to reserve The Towers Condominium Clubhouse (the "Facility"), Resident/Member agrees to adhere to and comply with all rules, requirements, guidelines, fees, checklist and deposits for reservation. Only Resident/Member(s) in good standing may reserve or use the Facility. The Resident/Member agrees to the terms and conditions of this Agreement and accepts and agrees to adhere to the Rules and Regulations of The Towers Condominium Association, Inc., and the following terms and conditions of use:

TERMS AND CONDITIONS OF USE

General:

The Agreement is for the exclusive use of the Facility with other residents.

- The Resident/Member will be present at the Facility for the entire event.
- Reservations are accepted on a first come, first serve basis.
- The maximum number of occupants in the Facility is **TWENTY-TWO (22)**
- The maximum rental period is **SIX (6) hours** including set-up and clean-up time
- During the event, the Resident/Member and guests may use the restrooms, but use of the POOL AREA is prohibited and no swimsuits are allowed in the Facility.
- The Facility is available only between the hours of 9:00 a.m. and 9:00 p.m., Eastern Standard Time.
- The Facility is designated as alcohol, tobacco, and smoke free.
- Cameras are in use at all times both inside and outside of the Facility. Tampering with the cameras is prohibited.
- Absolutely no commercial activity of any type is permitted.
- Music must be turned off by 7:00 p.m.
- Disruption or loud noise during the event will not be tolerated. The Resident/Member agrees to respect the rights of the other residents and control the noise to a level that will not disturb those residents living in the Condominium.
- No outside furniture, including tables or chairs, may be brought inside the Facility.
- No furniture inside the Facility may be removed or taken outside.
- Any attendee's violation of the rules outlined in this Agreement or in the checklist provided by the Association will forfeit the deposit.

Reservation and Deposit Fees (\$225.00):

A signed Agreement, reservation fee of \$25.00 and a deposit of \$200.00 are required for the reservation and use of the Facility. The reservation fee and deposits must be submitted as two money orders – one for the amount of \$200.00 and one for the amount of \$25.00 – and must be payable to The Towers Condominium Association, Inc. The Agreement, reservation fee and deposit must be submitted to the Association's management company, a Board member, or a person designated by the Board to accept reservations. The Association, upon receipt of the signed Agreement, reservation fee and deposit will confirm your reservation by signing the Agreement. The \$25.00 reservation fee is a non-refundable Facility use fee. The \$200.00 deposit fee will be refunded after the event if there is no damage or loss to the Association, Facility, the kitchen, restrooms, pool area, or parking area, and if the surrounding

areas have been left in a clean and orderly condition. A checklist will be provided to Resident/Member as a reminder of the items which must be completed in order to receive a refund of the deposit. A Board member or designated person will inspect the Facility before and after the reservation to determine whether the Resident/Member is entitled to a refund of the deposit. Once the refund is approved, a check will be authorized by a Board member and will be issued by the management company within ten (10) business days and mailed to Resident/Member renting the Facility.

Reservation/Cancellation Policy:

Reservations must be made at least seven (7) days in advance. Reservations will not be accepted earlier than four (4) months before the event date. To receive a full refund of \$225.00, a reservation must be cancelled in writing at least seven (7) days before the event date. If a reservation is cancelled within seven (7) days of the event date, the \$200.00 deposit fee will be returned to the Resident/Member, however, the \$25.00 reservation fee will not be refunded. The Association shall not assume or accept liability for any losses, including those due to any catastrophic event or an Act of God that cause the Facility to be closed. If the Facility is closed due to a catastrophic event or an Act of God prior to the event, the reservation fee and deposit for the affected event will be refunded in full.

Facility Use:

Access to the Facility shall not commence until the time and date stated on the Agreement. The use of fireworks and the use of items and/or equipment that result in a loud noise are not permitted. Fire is not permitted within and around the Facility, with the exception of the proper use of kitchen appliances. There shall be no outdoor cooking at the Facility. Grills are not permitted. Music must be turned off at 7:00 pm, and at no time may it be so loud as to disturb the peaceful enjoyment of the surrounding residents. Parking shall be in designated guest parking areas only. Overnight parking is prohibited. Vehicles will be towed in accordance with the rules and regulations of The Towers Condominium Association, Inc. No trailers, campers or motorized two-wheel vehicles are permitted to park on property during the event. Alcohol use and consumption is strictly prohibited in or around the Facility. The Facility must be cleaned and vacated by the end time and date shown on the Agreement.

NOTE: In the event clean-up does not occur or there is damage to the property, or the Agreement is not adhered to as outlined, the \$200.00 deposit fee will be forfeited.

Set-up/Clean-up/Lock-up:

All furniture in the Clubhouse must be returned to its original location and position, including window coverings, and left in a clean state. Resident/Member must notify the Association's management company or a Board member of any spills or damage to the chairs, tables, TV, furniture, and any other areas within the Facility. Confetti (paper and metallic), rice, and similar items are not allowed. Nothing may be mounted or taped to any part of the Facility. The Association does not provide cleaning materials, such as towels, cloths, soap, detergent, trash bags, etc. The Resident/Member is responsible to provide these items. The sink, counters, refrigerator and freezer must be emptied and cleaned. The floor must be broom swept. Trash and debris must be bagged by the Resident/Member and put in the dumpster at the South end of the building. Restrooms must be left in a neat, clean, and orderly condition. Toilets and sinks must be left clean and in proper working order. At the end of the event the Facility must be secured. The outside door to the restroom and both glass doors must be secured, the restroom entrance door must be dead-bolted, and all lights must be turned off (restroom lights turn off automatically). See checklist for additional items.

Indemnification:

RESIDENT/MEMBER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWERS CONDOMINIUM ASSOCIATION, INC., ITS OFFICERS, DIRECTORS, MEMBERS, CONTRACTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY SUIT, CLAIM, LOSS OR CAUSE OF ACTION ARISING OUT OF, OR IN CONJUNCTION WITH, THE UTILIZATION OF THE FACILITY, OR THE AREAS IN PROXIMITY TO THE FACILITY, BY RESIDENT/MEMBER PURSUANT TO THIS AGREEMENT. IN ADDITION, RESIDENT/MEMBER AGREES TO REIMBURSE THE TOWERS CONDOMINIUM ASSOCIATION, INC., FOR THE COSTS OF ANY AND ALL DAMAGES (INCLUDING ATTORNEY'S FEES) WHICH MAY OCCUR TO THE PREMISES OF THE FACILITY, INCLUDING THE EQUIPMENT, FIXTURES, FURNITURE OR OTHER PROPERTY, EITHER REAL OR PERSONAL, ARISING OUT OF THE UTILIZATION OF THE FACILITY, PURSUANT TO THIS AGREEMENT, WITHOUT REGARD TO WHETHER SUCH DAMAGE IS CAUSED BY RESIDENT/MEMBER OR IS THE RESULT OF THE NEGLIGENCE OR OTHER FAULT OF RESIDENT/MEMBER OR RESIDENT/MEMBER'S GUESTS, INCLUDING ATTORNEY'S FEES WHICH MAY RESULT FROM ENFORCING THIS AGREEMENT. THE TOWERS CONDOMINIUM ASSOCIATION, INC. ASSUMES NO LIABILITY WHATSOEVER TO RESIDENT/MEMBER FOR ANY MECHANICAL OR ELECTRICAL FAILURE, NATURAL DISASTER, RIOT, ACTS OF GOD, BOMB THREAT, OR ANY OTHER DEVELOPMENT THAT MAY PREVENT, DISRUPT, LIMIT OR FRUSTRATE RESIDENT'S USE OF THE FACILITY.

This Agreement contains the entire agreement by and between The Towers Condominium Association, Inc. and Resident/Member, and all prior understandings and agreements are hereby superseded. Any amendment hereto must be put in writing and signed by each of the parties herein.

I/We, _____, Resident/Member
(Print name)

_____, Resident/Member
(Print name)

apply for use of the Facility on the following date and time frame:

Date of Event: _____

Hours from _____ to _____ (maximum six (6) hours, which includes set up and clean up)

for the purpose of _____

Estimated number of guests: 21 years of age or older: _____ / Under 21 years of age: _____

Food will be served: Yes / No

Caterer (if applicable):

Attach a copy of the Caterer's Certificate of Insurance

Name: _____

Address: _____

Phone: _____

DECLARATION

I hereby declare that I am a resident or a member of The Towers Condominium Association, Inc., and in good standing. I further declare that I have read and understand the Agreement, checklist and The Towers Condominium Rules and Regulations (a copy of which was provided to me by The Towers Condominium management company or a Board member) and I agree to abide by them. I accept full liability for any and all guests' actions and any damages that may occur to the Facility, common areas, and guest parking areas as a result of said guests attending the event.

Address: _____ Unit number: _____ Phone: _____

Email address: _____

Resident/Member Signature

Date

Printed Resident/Member Name

IN WITNESS WHEREOF, The Towers Condominium Association, Inc., by and through its duly authorized representative(s), and Resident/Member has executed this Agreement on the day and year noted below. The reservation date and receipt of the \$225.00 reservation and deposit fee is confirmed by the signature of the authorized designated representative or Board member below.

Representative Signature

Date

Representative Printed Name