

KEY MUST BE PICKED UP NO LATER THAN 3:00 P.M. ON THE BUSINESS DAY PRIOR TO THE EVENT. A \$150 CHECK DEPOSIT IS DUE WHEN KEY IS ISSUED. A \$20 NON REFUNDABLE FEE (CHECK) IS DUE AT TIME OF RESERVATION FOR NON BOARD SANCTIONED FUNCTIONS OR EVENTS. CHECKS SHOULD BE MADE PAYABLE TO EAGLE CREEK AT EAGLE TRACE. KEY MUST BE RETURNED BY 2 PM ON THE NEXT BUSINESS DAY FOLLOWING ANY EVENT.

THE HAMPTON'S CLUBHOUSE USE AGREEMENT (Private Use)

This Agreement is hereby entered on _____, between Eagle Creek at Eagle Trace and _____, Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Date of Use: _____ Time: _____ to _____ Purpose: _____

CONDITIONS

CLOSING HOURS: The clubhouse must be **cleaned and vacated no later than 11 pm on the evening in use. The key must be returned by 2 pm on the next business day following the event. Keys must be picked up and returned to the property manager's office.**

REQUIREMENT & RESTRICTIONS:

- A. Resident agrees to vacate the clubhouse no later than 11 pm on the evening in use.
- B. Resident agrees that they may be held responsible for any damages or injuries which may occur (including surrounding area).
- C. Resident agrees that they may be held responsible for any charges that may be incurred due to trash pickup, janitorial services and or maintenance that is necessary following such even. These charges will be deducted from their security deposit.
- D. Key must be picked up at the property manager's office before 3 pm on the business day prior to the event.
- E. Key must be returned to the property manager's office by 2 pm on the next business day following the event.
- F. Resident agrees that they may be held responsible for any charges that may be incurred due to locks being changed and 10% administrative fee should keys not be returned as outlined in E.
- G. Resident agrees that if keys are not picked up on time that they may lose their reservation and any fee paid.
- H. Resident agrees to have the clubhouse cleaned out no later than 11 pm on the date of the event.
- I. Resident agrees that any items brought into and or left in the clubhouse or surrounding area will not be the responsibility of Eagle Creek at Eagle Trace or the property manager. Resident agrees that any items left are at resident's own risk.
- J. Resident understands that they cannot use the screened in porch area or pool after 10 pm.
- K. Resident understands that if the clubhouse is left dirty, damaged or if resident uses the clubhouse in any way outside of the reason for reservation that they may be prohibited from future rental use.
- L. Resident agrees that at all times that an adult (age 25 or older) is present and agrees to not let young children use the pool area without proper supervision.
- M. Resident understands that there is no life guard on duty and entering into the pool area and or swimming is at the resident's own risk.
- N. Resident agrees that no bottles or glass shall be allowed in the pool area.
- O. Resident agrees that no business will be conducted in association with this rental and that no fee shall be collected by anyone who participates in this function or event.
- P. Resident agrees to inform all guests/attendees that parking on any grass is prohibited. Resident reserving clubhouse agrees that they may be held responsible for any damages that may occur (such as grass replacement) and resident agrees to waive any rights to a hearing or other recourse.
- Q. Resident agrees to shut all lights off, lock all doors and turn air conditioning back to 79 degrees. Failure to do so may result in forfeiture of security deposit.
- R. The resident is responsible to leave the clubhouse, screened in porch area and the parking area, in the same condition as it was in prior to use by the resident.
- S. The resident is entitled to inspect the clubhouse prior to use. This request must be made at the time of reservation to schedule with the property manager. The condition of the clubhouse will be inspected the following day by the property manager, assistant or on duty security guard.
- T. The cleanup must include, but is not limited to, removal of all rental and catering equipment, removal of any decorations, vacuuming and mopping the floors, clearing all trash and returning furniture to proper positions.
- U. All trash must be removed from the premises and discarded in the provided outside trashcans. If the trashcans are full, then the trash must be discarded at the resident's home.
- V. This is a **smoke-free clubhouse**; any evidence of smoking in the facility will result in forfeiture of the entire deposit. Ashtrays have been provided for your use outside the building.

RESIDENTS RESPONSIBILITIES:

- A. The resident will be held responsible for the conduct of his/her guest.
- B. Any use of the clubhouse must be strictly in accordance with all applicable association Rules and Regulations as well as all laws and ordinances of Broward County and The State of Florida.
- C. Any sale or resale of alcohol is strictly prohibited.
- D. Any disturbance resulting in a legitimate complaint will be cause of the immediate termination of the resident's use of the clubhouse. Future use of the clubhouse by the resident if granted will be subject to any special security provisions deemed necessary by the property manager and or the Board of Directors.
- E. The resident agrees to hold harmless Eagle Creek at Eagle Trace and its property management from any and all liabilities and actions by the resident and his/her guests resulting from the use of the clubhouse, facilities and surrounding areas. Eagle Creek at Eagle Trace its property management will not be held responsible for any loss or damage to any personal property of any kind.

FINANCIAL CONSIDERATIONS:

- A. The lease **rental fee is \$20.00**. This agreement will not be consider effective nor will the lease date be reserved until receipt of the rental fee. **A \$150 CHECK DEPOSIT is due when the key is issued.** This deposit is fully refundable, after use of the clubhouse, only if the resident has met all conditions. This deposit may be applied against any damages, discrepancy or violation. In the event that the resident leaves the facility in a condition that requires more than a standard re-inspection, the resident may be liable for hourly charges for time expended by a third party vendor and or personnel in connection with redemption efforts concerning the facility. This may included, but is not limited to contractor coordination, subsequent inspections, accounting procedures, cleaning, etc. Rates charged are currently \$50.00 per hour.

I have read the above Club House Use Agreement and will abide by all stated requirements. I understand that any discrepancy, damage or violation of these requirements by me or any of my guests may result in the loss of my deposit, immediate termination of my privileges under this agreement, and/or suspension of my future use privileges.

Signature of Resident: _____ Date \$20 Rental Fee Paid: _____ Check # _____

Date Security Deposit Paid: _____ Received By: _____ Check # _____

Date / Time Key Picked Up _____ Key No.: _____ Provided by: _____

The rental fee of \$20 is not refundable.

For Office Use Only

To Be Completed Upon Return of Key. Club house must be inspected prior to returning security deposit

Date Club House Inspected: _____ Date Inspected by: _____

Notes Regarding Inspection: _____

Date Deposit Returned: _____ Date / Time Key Returned: _____

Resident's Signature: _____ Received By: _____