

KEY MUST BE PICKED UP NO LATER THAN 3:00 P.M. ON THE BUSINESS DAY PRIOR TO THE EVENT. A \$150 CHECK DEPOSIT MUST BE ON FILE BEFORE A KEY IS ISSUED. 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 (Board Sanctioned Function or Event)

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 that reservations cannot be made more than one week in advance.
- B. Resident agrees that any "board business" shall take precedence over any sanctioned event
- C. Resident agrees that the function and or event will be open to all residents without fee. Collection of monies for any function or event that may require materials (such as craft making) shall be allowed as long as said fee does not incorporate any profit.
- D. Resident agrees that only residents within the Hampton's and or Glen Condos may participate in this event. Unless specified otherwise by the Board of Directors with a small fee payable to Eagle Creek at Eagle Trace. Tenants renting and occupying a home or condo in full as a primary residence may also participate for free.
- E. Resident agrees to vacate the clubhouse no later than 11 pm on the evening in use.
- F. Resident agrees that they may be held responsible for any damages or injuries which may occur (including surrounding area).
- G. 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.
- H. Key must be picked up at the property manager's office before 3 pm on the business day prior to the event.
- I. Key must be returned to the property manager's office by 2 pm on the next business day following the event.
- J. 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.
- K. Resident agrees that if keys are not picked up on time that they may lose their reservation.
- L. Resident agrees to have the clubhouse cleaned out no later than 11 pm on the day of use.
- M. 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.
- N. Resident understands that they cannot use the screened in porch area or pool after 10 pm.
- O. 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.
- P. 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.
- Q. 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.
- R. Resident agrees that no bottles or glass shall be allowed in the pool area.
- S. 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 unless the Eagle Creek at Eagle Trace Board of Directors approves non residents and a fee for non residents is established by the Board of Directors.
- T. 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.
- U. 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.
- V. 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.
- W. For functions or events deemed high risk by the Board of Directors, resident agrees to provide insurance rider with minimum general liability in amount of \$1,000,000 and a personal injury / medical rider with a minimum of \$10,000 per participant. The resident may provide a minimum personal injury / medical rider in the amount of \$2,500 per participant if all participants including resident signs appropriate release of liability form.
- X. 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.
- Y. 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.
- F. For functions or events deemed "high risk" by the Board of Directors, provide necessary general liability and medical insurance rider as outlined above and contained within the Glen Master Rules for the Hampton's Club House.

FINANCIAL CONSIDERATIONS:

- A. The normal lease **rental fee of \$20.00 has been waived. A \$150 CHECK DEPOSIT must be on file with a blank date or a new check provided monthly before a key can be issued.** This deposit will remain on file and will be fully refundable, after final use of the clubhouse or at month end if a check is provided monthly, 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: _____ Insurance Rider Provided: (required for high risk only) _____

Release of Liability provided for each person (If necessary) _____ Board Approval Verified: _____

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

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

For Office Use Only

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

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

Resident's Signature: _____ Received By: _____