

THE WOODLANDS SECTION SIX ASSOCIATION, INC.

Reservation Agreement for Use of Clubhouse

Please review, initial, sign, and return the Agreement to the Woodlands Section Six Association, Inc. Community Manager with a check payable as stated below, a minimum of 14 days in advance of the date you wish to use the facilities.

Deposit - refundable	\$200.00
Wear & Tear - non-refundable	\$ 25.00
Cleaning Fee -nonrefundable	<u>\$ 100.00</u>
TOTAL	\$325.00

Check is to be payable to:
Woodlands Section Six Association, Inc.

- Payment and Reservation of the clubhouse can only be made by the owner/renter of a home in Section Six of Woodlands. *Proof of ownership/renter status must be provided.*
- The Owner/Renter, who must be present at the event, must provide The Management Company with a copy of the Crowd Manager Certificate they have completed. This course must be completed at your own expense. (per NFPA and City of Tamarac, Life Safety)

The link is: <https://rickyrescue.com/crowd-manager-training/85-crowd-manager-training-non-fire-service.html>

Users will have no more than 80 people at any one time on the premises.

Reserving the Clubhouse is on a "first come, first served" basis. Only owners may reserve the clubhouse for themselves or their renters. Owners photo ID must be presented. Reservation is not approved until the completed Reservation Agreement is signed by the Reservation Committee Chairperson or other authorized representative of Section Six.

If an owner that has reserved the clubhouse has to cancel the use and the owner cancels at least 16 days before the scheduled date, the owner will receive their funds returned. If the cancellation is made within 15 days of the event, the HOA will keep their \$100 fee, but the deposit of \$250.00 will be returned.

Clubhouse hours are 10 AM. to 10 PM.
Party/event must end by 10 PM.
You MUST VACATE the property by 10:30 PM.
NO EXCEPTIONS!

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This Agreement is made this ____ day of _____, 202__, by and between THE WOODLANDS SECTION SIX ASSOCIATION, INC. (hereinafter also "ASSOCIATION") and those persons listed below (hereinafter "USERS"), being the owners or residents of homes in THE WOODLANDS SECTION SIX ASSOCIATION. This Agreement is made for the purpose of granting USERS the right to use the clubhouse of the ASSOCIATION located at 5208 Banyan Lane, Tamarac, FL. 33319.

I/WE intend to use the Clubhouse for

Users intend to use the Clubhouse on _____, from _____ to _____.
USERS ACKNOWLEDGE that the event must end and have the clubhouse vacated by the time stated above. **Initial** (_____)

This Agreement does not include use of the pool, pool area or exterior property. Only the interior and back covered patio of the clubhouse can be used. Keep the doors to the clubhouse *closed* if the Air Conditioner is being used. Use of the range / oven or microwave can only be used to reheat food.

As used herein, the terms shall have the following meanings:

- A. Users: Signatories including homeowner/authorized residents and their agents, servants, employees, guests, and invitees.
- B. Premises: Land and improvements at 5208 Banyan Lane, Tamarac, including land, pool and patio area, building and other structures, parking areas, grass areas, and personal property and fixtures thereat. (The area covered by the rental agreement is limited to the area defined elsewhere.)

1. **SECURITY DEPOSITS:** USERS shall pay to the ASSOCIATION prior to their use of the facilities the security deposit and such initial deposit may be used by the ASSOCIATION to pay any expenses of cleaning and/or repairs or replacement required after use of the facilities by USERS. Deposit may also be used against any violation of this agreement. Refund of any unused deposit or requirement of payment of additional deposits shall be at the discretion of the ASSOCIATION.

2. **PARKING:** USERS acknowledge PARKING by all guests will be in the allocated spaces provided at the Clubhouse. Additional parking is permitted on only the west (opposite the clubhouse) side of the street but **not permitted on grass (anywhere)**. Do not block anyone's driveway. There is no parking on the driveway (circle) at the entrance of the clubhouse. **Initial** (_____)

3. **RULES:** USERS hereby agree to know and abide by all rules. All facilities and grounds must be left completely clean, and all garbage must be disposed of in tightly closed plastic bags and placed in the garbage cans outside the kitchen. **Initial** (_____)

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4. **INDEMNIFICATION:** USERS hereby agree to hold the ASSOCIATION harmless and to indemnify them against any public liability and/or property damage liability caused or incurred by USERS of the facilities. The ASSOCIATIONS shall not be responsible for any damage or injury that may happen to USERS or to USERS' agents, servants, employee, guests, or property from any cause whatsoever, during the period covered by this Agreement; and USERS hereby expressly release the ASSOCIATION from and agree to indemnify it against any and all claims for such loss, damage or injury. **Initial** (____)

5. **INSURANCE:** USERS hereby agree to assume all responsibility for insurance respecting the facilities during use under this Agreement, and to assert no claim of coverage under any insurance policy of the ASSOCIATION during the period of such use. **Initial** (____)

6. ADDITIONAL COVENANTS:

- A. USERS will comply with all laws of the United States, the State of Florida, all ordinances of Broward County and all rules and requirements of the local police and fire departments and will pay any taxes or fees due to any authority arising out of USERS' use of the facilities. USERS shall not injure, nor mar, nor in any manner deface said premises, and shall. USERS shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred, or defaced. If said premises, furnishings, or any portion of said building during the terms of this Agreement shall be damaged by the act, default, or negligence of any of the USERS, or of any guests, or any persons admitted to said premises by any of the USERS, USERS shall pay to the ASSOCIATION upon demand such sum as shall be necessary to restore said premises to their present condition. **Initial** (____)
- B. USERS shall be responsible for any attorney's fees and costs incurred by the ASSOCIATION in enforcing any of the provisions of this Agreement. If any payments due hereunder are past due and are not paid when due, those amounts not paid when due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum. ASSOCIATION reserves the right to enter the premises during the period of USERS' 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 the premises. **Initial** (____)
- C. **Alcoholic beverages are strictly prohibited outside the clubhouse. Smoking is not allowed within the clubhouse building.** **Initial** (____)
- D. SUPERVISE ANY INDIVIDUALS UNDER EIGHTEEN (18) years of age at all times. **Initial** (____)
- E. USERS will NOT CREATE A NUISANCE in any manner to the surrounding residents and the peaceful enjoyment of the surrounding neighborhood area. NO ANIMALS PERMITTED inside the Clubhouse except for a Service Animal (example: a Seeing Eye dog is a Service Animal). The owner of an Emotional Support animal must be carrying a note from a licensed medical doctor or licensed mental health professional. **Initial** (____)

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F. NOT MAKING USE OF ANY DECORATION MATERIALS OR ATTACHMENTS that might cause damage to any windows, walls, doors, floors, or ceilings (example: the use of tape, tacks, paint, nails, markers, or any material that may cause damage to any windows, walls, doors, floor, or ceilings is prohibited). The use of any cleaning products is prohibited, and water is to be used only. **Initial** (____)

- a. LEGAL - The Event Activity is an otherwise legal activity. (Example: the law prohibits the serving of alcoholic beverages to minors). **Initial** (____)
- b. NOT-FOR-PROFIT - The Homeowner/Authorized Resident warrants that the Event Activity itself does not constitute a for-profit commercial purpose and/or enterprise (example: swap meet). **Initial** (____)
- c. Neither ELECTRONICS nor electrically operated devices (such as appliances) are to be used unless permission and proper instructions for their use have been given and are followed. **Initial** (____)
- d. The use of GLITTER, GLITTER DUST and CONFETTI or like materials is STRICTLY PROHIBITED. **Initial** (____)

G. **CHAIRS AND TABLES:** The clubhouse has 10 square tables and 40 upholstered chairs along with 102 folding chairs and 12 6-foot folding tables in the unlocked closet to the right of the TV. If you use these chairs and tables, *please clean them* before storing them back in the closet. **No upholstered chair from the clubhouse interior shall be stored or placed outside anywhere on the property.** No upholstered chair is to be used for any kind of children's party games such as face painting or eating contests. **Initial** (____)

H. **BOUNCE HOUSES AND OTHER INFLATABLE EQUIPMENT shall not be used on** common area association property. **Initial** (____)

I. **THIS RESERVATION AGREEMENT IS FOR THE INTERIOR** of the clubhouse only. If guest need to go outside for fresh air or smoking, etc. they can exit the door from the kitchen and use the area outside the fenced pool area. Additionally, the rear area under the overhang by the two tables may be used but the doors to the outside must remain closed. No glass or ceramic containers, utensils, cups, bottles etc. of any kind shall be carried or used outside! **Initial** (____)

J. **HOMEOWNERS and Renters** can only reserve the clubhouse two times a year. They must be in good standing and have their maintenance up to date. **Initial** (____)

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Initial (____) I am aware that grease cooking is prohibited.

Initial (____) I am aware of the bylaws that prohibit parking on the grass and that parking at the clubhouse is limited and it is my responsibility to make parking arrangements for my guests.

Initial (____) I am aware of the appliance instruction booklet in the kitchen. I will review and ask for assistance, if necessary.

Initial (____) I am aware that the Bunn commercial coffee maker is only to be used with prior permission and instruction.

Initial (____) I am aware that tacks and tape on walls and ceiling are prohibited.

Initial (____) I am aware that use of the TV and audio systems require prior permission and instruction.

Initial (____) **I am aware that this rental does not extend to the pool area; including any part of the fenced in area.**

Initial (____) I am aware that the use of Glitter, Glitter dust, confetti or any like material is strictly Prohibited.

Initial (____) Woodlands Section Six cannot and will not be held responsible for any health issues stemming from any clubhouse rentals.

In the event of an emergency please call 911.

Signature: _____

Date: _____ **202**__

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Failure to abide by ANY of the above will result in the total loss of the deposit and any future privileges.

Signed this ____ day of _____ 202__, by:

USER SIGNATURE _____

PRINT NAME: _____

ADDRESS: _____

HOME PHONE: _____

CELL PHONE: _____

The WOODLANDS SECTION SIX ASSOCIATION, INC.

By Signature: _____ as _____

Print Name: _____

ADDENDUM A

CHECKLIST FOR ENDING THE EVENT IN THE CLUBHOUSE

Checklist At the end of the event, the USER and a Clubhouse Committee Member shall do a preliminary closing check of the clubhouse, referring to the attached Checklist as Addendum A.

- Adjust both thermostats to 78 degrees.
- Check that kitchen faucet is off.
- Check that TV & Audio is off and remote is in place.
- Check that appliances are off.
- Have surfaces been wiped clean & dry?
- Check that restroom faucets and lights are off.
- Check that trash and recycling has been tied and taken out.
- Note any visible mess, spills, or breakage.
- Check refrigerator and freezer for spills and food & that doors are closed.
- Does the room look the way it was found?
- Check furniture for stains and/or damage.
- Turn out lights.
- Make sure all exterior doors (front, back & kitchen) are locked.
- Check outside of building for damage and/or trash.

Initial (____)