

VICTORIA GROVE HOMEOWNERS ASSOCIATION, INC.
10420 Victoria Grove Boulevard
Royal Palm Beach, FL 33414

VICTORIA GROVE CLUBHOUSE USE LICENSE AGREEMENT

The undersigned resident Owner ("User") requests Victoria Grove Homeowners Association, Inc. ("Association") to approve a license for the limited use of the Victoria Grove Homeowners Association, Inc. Clubhouse ("Clubhouse") and User agrees as follows:

1. General; Intent. The Clubhouse is a common element facility, controlled by Association. Clubhouse use impacts the residents; thus, a User may use the facility as a licensee only with due care and respect for the other Victoria Grove unit owners and residents. This Agreement for Clubhouse use helps ensure that Clubhouse use does not infringe upon other Owners' and Residents' rights, that it is not a disturbance to residents, and that the facility is preserved for future use without becoming an economic burden upon other Owners ("User").
2. Reservation. The Clubhouse may be reserved only by a resident unit Owner who completes this form Agreement, receives prior written approval from Association, who is current on all financial obligations to Association, who is not currently in violation of the Association's governing documents and who otherwise eligible. Reservations are granted on a first come, first serve basis, except that priority shall be provided first to Association events and meetings. Owners may only reserve the Clubhouse for personal use (no business activities of any kind, no party planners may use for clients, etc.) and each Unit Owner may only reserve the Clubhouse a maximum of three (3) times in any calendar year. A reservation is not effective until approved in writing by the Association and fees/deposits have been paid to the Association. The Association reserves the right to cancel any reservation in its sole discretion up until the time of reservation start time. Unit Owners are permitted only one reservation per weekend and no reservations will be permitted on legal holidays or holiday weekends. No tenants shall be allowed to reserve the clubhouse.
3. Application. Prior to approval, User must complete and submit this Agreement form to Association along with the following fees (via 2 separate check) payable to VICTORIA GROVE HOA:

\$300.00	non-refundable usage fee
\$500.00	security deposit via separate checks
4. Area. No area outside of the main interior Clubhouse area may be reserved or used for the event.
5. Inventory. User agrees that the attached Inventory List accurately details the furnishings and property within the clubhouse. User agrees to return all items on Inventory List is as good or better condition as provided at the commencement of the reservation period and agrees that User shall be responsible for the cost to replace any damaged or missing item, which charges shall be deducted from the security deposit.
6. Time/Reservation Period. Reservations are only allowed on weekends (with the following exceptions: Christmas Eve or New Year's Eve reservations are not allowed). The Reservation Period is from 7am to 11:59PM on the singular day of the reservation. All use of the Clubhouse, including clean-up must be completed by the end of the Reservation Period. The period approved for Clubhouse use under this Agreement is the "Reservation Period."

Additional rental tables/chairs may be delivered as follows:

Saturday Reservation Periods may have items delivered after 5pm the Friday before the Reservation Period.

Sunday Reservation Periods may have items delivered after 7am on the day of the Reservation Period.

All additional rental tables/chairs must be removed by the end of the Reservation Period.

7. Cleaning. User must leave the Clubhouse, including kitchen area, in a clean and orderly fashion, no less clean than before User's Reservation Period, and must remove and dispose of all trash by the end of the Reservation Period.
8. Key. The Clubhouse key may be obtained no earlier than 24 hours before the Reservation Period. Electronic access will be granted for only the Reservation Period. The key must be returned by leaving in the resident box located on the outside of the clubhouse near the entrance door. If the key is not returned, then User will be responsible for the cost of a replacement key, which may be taken from the security deposit.
9. Parking and Vehicles. User and Clubhouse guests must park vehicles in a way that does not obstruct others using the clubhouse parking lot and shall be subject to towing at their own expense for parking improperly. User is responsible for any damage caused by improper parking. It is User's duty to notify guests of the Association's parking and vehicle restrictions.
10. Occupancy and other violation(s). To comply with fire codes and for general safety concerns, User must not allow more than 125 persons to occupy the Clubhouse at one time subject to change with any governmental criteria such as pandemic related reduction of occupancy. User must ensure that there is sufficient responsible adult supervision appropriate for the size of the event. In the event of excess occupancy, lack of adult supervision, unruly or illegal behavior, if law enforcement personnel are dispatched to the Clubhouse during their event or any other violation of this Agreement occurs during the event, the Reservation Period shall immediately terminate without notice. Upon termination of the Reservation Period, User agrees to immediately cancel the event, and assure that all guests leave the Victoria Grove community (not just the Clubhouse).
11. Security Deposit. Association will make a reasonable effort; but is under no obligation, to inspect the clubhouse within one (1) business day after User's return of the key and to refund the unused/not withheld portion of the security deposit within five (5) business days thereafter.

The security deposit will be forfeited upon any violation of this License Agreement including, but not limited to, User's failure to properly clean the clubhouse, including the floors, refrigerator and removing all decorations, trash and debris. The User shall be responsible for any charges in excess of the security deposit, to be paid to the Association within ten (10) days of invoice for same. User agrees that any charges in excess of the security deposit shall be deemed an assessment against the Unit owned by User within Victoria Grove.

12. Cancellations. A User must cancel a reservation no less than five (5) days before an event to be eligible for a refund. The Association reserves the right to refund the usage fee for cancellations due to a verified emergency of User at the sole discretion of the Association.
13. Use. User must be in compliance with all laws, rules, regulations and ordinances as well as Association's use restrictions and rules. Failure to do so will require that the event be canceled and terminated immediately. Association is entitled and reserves the right to amend and enforce additional rules or regulations as situations arise and are deemed appropriate by Association to maintain the safety

of guests and owners and to preserve the facility. User is also responsible for the conduct of all those attending the event, whether invited or otherwise, and whether there is damage to the Clubhouse or otherwise. FOR SAFETY REASONS, THE CLUBHOUSE DOOR(s) MUST REMAIN UNLOCKED WHENEVER THE CLUBHOUSE IS OCCUPIED.

14. Pool/Patio Area. NO POOL or POOL PATIO AREA USE BY GUESTS AT EVENT USING CLUBHOUSE IS ALLOWED.
15. Attire. Appropriate attire is required at all times. Wet clothing is not permitted in the Clubhouse. Foot protection is required at all times.
16. Prohibitions. No smoking and no pets are permitted in the Clubhouse. No bounce houses, slides or other inflatables are allowed for use at the Clubhouse or in the Clubhouse parking lot.
17. Default; Disputes. If User fails to satisfy or comply with any term or condition herein, User will be in default of this Agreement. In the case of a dispute arising under this Agreement, the dispute shall be heard in a court of competent jurisdiction in Palm Beach County, Florida. The prevailing party will be entitled to recover attorney's fees and costs.
18. Indemnity. User indemnifies and holds harmless Association and Association's officers, directors, agents, contractors, members, and employees against all claims. The term "claims" in this provision includes, but is not limited to lawsuits, arbitrations, mediations, bankruptcy, appeals, and any other type of action, whether seeking damages or other relief, whether arising from or relating to or in any way connected with this Agreement, User's use, any matters, events, acts or omissions relating thereto or by or relating to matters concerned or relating to any of the Requesting owner, employees, servants, agents, material men, sub-contractors, and sub sub-contractors. This indemnity and hold harmless includes Association's attorney's fees and costs incurred enforcing this provision.
19. Remedies; Termination. In the event of default and in its sole discretion, Association may seek any remedy available to it under the governing documents, under the law, or as listed below (which remedies are cumulative):
 - A. Association may employ cleaning or other contractors to remedy the non-compliance either during or after the Reservation Period. The cost of remedying such non-compliances will be deducted from the security deposit until exhausted, and any costs exceeding the security deposit will be the personal liability of User as a fee owed to the Association pursuant to the Association's governing documents.
 - B. Association may terminate the Reservation Period prior to its scheduled expiration, require User, all User's guests and others to vacate the Clubhouse immediately upon demand, and secure the Clubhouse pending appropriate inspection or investigation without prior notice.
 - C. Deposit is forfeited if the User or their guests use the pool at any time.
 - D. If User or their guests violate this License Agreement, the User shall not be allowed to reserve the Association's clubhouse for a period of two (2) years.
20. Closing. At the end of the event, User must:
 - A. Remove all trash, rubbish and decorations. Properly bagged trash may be disposed of in the Association's dumpster located in the clubhouse parking lot.
 - B. Turn off all appliances;

- C. Turn off all lighting;
- D. Clean out refrigerator;
- E. Return the air conditioner settings to “Cool,” “Auto,” and 84 degrees;
- F. Place all furniture back to its original position; and
- G. Lock the door(s) to the Clubhouse.

FOR SAFETY REASONS, THE CLUBHOUSE DOOR(S) MUST REMAIN UNLOCKED WHENEVER THE CLUBHOUSE IS OCCUPIED.

I CERTIFY THAT MY UNIT'S ASSESSMENTS AND FINANCIAL OBLIGATIONS TO THE ASSOCIATION ARE IN GOOD STATUS, NOT DELINQUENT AND THAT I AGREE TO FOLLOW ALL OF THE ABOVE RULES AND REGULATIONS AND OTHER REQUIREMENTS AS DETAILED ABOVE.

Owner/User's Name: _____

Owner/User's Address: _____

Owner/User's Telephone Numbers: (Home): _____ (Cell): _____

Date of Event: _____ Time of Event: _____ to _____ (“Reservation Period”)

Title/Name of Event: _____ Max # of Attendees: _____