

SMITHBROOKE HOMEOWNERS ASSOCIATION, INC.

c/o GRS Management Associates, Inc.

3900 Woodlake Blvd., Suite 309

Lake Worth, FL 33463

(561) 641-8554 (561) 641-9448 Fax

CLUBHOUSE RESERVATION AND RELEASE OF LIABILITY

The Rules of Smithbrooke Homeowners Association require that any homeowner desiring to reserve the Clubhouse for a private event/gathering must complete this application and sign the release of liability form attached. The reservation will only be applicable for the Clubhouse, NOT the pool, recreation area, workout and/or racquetball rooms.

All garbage and refuse from activities and parties that take place within the Clubhouse must be disposed of at the Renter's residence. If the Clubhouse is not returned to its original condition, all costs incurred by the Association will be charged against the Security Deposit.

The homeowner must submit two separate money orders or cashier's checks payable to Smithbrooke Homeowners Association; one in the amount of \$300 as a deposit for damages and one for \$100.00 for the rental of the Clubhouse. After the event, the owner will be responsible for cleaning the premises and restoring it to its prior condition. This application will be reviewed for approval and is subject to availability and membership standing.

Please complete this form and return it to Smithbrooke Homeowners Association c/o GRS Management Associates at the address listed above. You must return the originally signed forms along with your cashier's checks or money orders - faxes will not be accepted. The Board of Directors will review your application. You will be notified if your request has been approved. A representative of the HOA will meet with the rental party to check the condition of the clubhouse prior to the event taking place.

PLEASE NOTE: Once you have received approval for the clubhouse rental, arrangements will be made for picking up and returning the clubhouse keys.

CLUBHOUSE RESERVATION APPLICATION

Reservation Date Requested: _____

Reservation Time Requested: _____ AM/PM TO _____ AM/PM

Owner's Name(s): _____

Specify event type: _____

Unit Lot & Address: _____

Mailing Address: _____

Home Phone #: _____

Work Phone #: _____

Cell Phone #: _____

PLEASE NOTE:

- *Excessive noise or rowdiness will not be tolerated.*
- *The clubhouse must be emptied by 11:00 PM on Fridays, Saturdays and Sundays. It must be emptied by 10:00 PM on weekdays. There will be a \$25.00 fee every 15 minutes up to one hour past the specified time. After one hour, the police will be called.*
- *The Rules of our Association prohibit the consumption of alcohol within the Clubhouse and pool area. The Rules also prohibit parking on the grass. Unit owners are responsible for the billiards equipment.*
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****For Association Use Only****

CHECK-LIST	YES	NO
CLUBHOUSE AVAILABLE ON REQUESTED DATE?		
\$100 APPLICATION FEE RECEIVED & COPY ATTACHED?		
\$300 DAMAGE DEPOSIT RECEIVED & COPY ATTACHED?		
DISCLAIMER AND RELEASE SIGNED BY OWNER(S)?		
APPLICATION APPROVED?		

Comments or conditions: _____

Signed: _____ Title: _____

Date: _____

DISCLAIMER:

The owner hereby acknowledges that he/she has read and fully understands, and will comply with, the Documents of the Homeowners' Association, as recorded and/or amended, and any and all Rules and Regulations as established by the Board of Directors (The Board). _____

Initials

RELEASE OF LIABILITY:

I/we agree: To the fullest extent permitted by law, the Unit Owner shall be solely responsible for and shall indemnify, defend and hold harmless, Smithbrooke Homeowners Association, Inc., its officers, employees, agents and individual homeowners (collectively the "Association") from and against all claims, damages, losses and expenses (collectively "Claims"), whether direct, indirect or consequential; including but not limited to reasonable attorneys' fees and court /arbitration costs, arising out of or relating to this reservation of facilities, or any activity or occurrences that take place during the reserved period, or is otherwise related to the reservation. The "reserved period" shall be defined as the time from when the Clubhouse is opened by a Board Member or designated individual for the reserved function, or the key is provided to the owner, or until such time that the key is returned to the Board and the damage deposit is returned to the Unit owner. Further, without limiting the generality of the foregoing, the indemnification applies to all claims against the Association which arise out of or are alleged to arise out of the consumption of alcohol, reckless behavior, or any illegal activity by any person. The Association shall not be held liable to you or to any other party for any special, indirect or consequential damages, however caused or alleged to be caused.

By our my/our signature(s) below, I/we declare to be the sole owner(s) of the property described in this application, and attest that all information supplied is true and accurate, and agree with all the provisions of the Request for Clubhouse Reservation.

Date: _____

Owner Signature: _____

Owner Signature: _____