

## **GREYSTONE HOA RECREATIONAL FACILITIES**

### **RENTAL RATES & AVAILABILITY**

#### **1. PARTY PAVILLION:**

- a. Rental Fee: \$100.00 for 1 (one) to 4 (four) hours
- b. Deposit: \$400.00
- c. Available Times: Available for rental during daylight hours only

#### **2. SOCIAL HALL & KITCHEN: (If the attendant is required they must be onsite for the entire event.)**

- a. Rental Fee: \$125.00
- b. Deposit: \$400.00
- c. Maximum Occupancy: 37 people
- d. Attendant Fee: \$25.00 per hour - may be required at the Board's discretion.
- e. Available Times: 7 days a week between 7am – 11pm. **Not available for rent on Holidays.**

The rental of any Recreational Facility is subject to the following rules, restriction and conditions, as well as other terms, rules, restrictions and conditions set forth in the Rental Agreement.

1. Use of the pool, kiddie pool, or any portion of the pool deck during an event is strictly prohibited, no guests may swim or enter the water during a scheduled rental event. No decorations may be displayed on the pool deck and guests are restricted from using the pool deck furniture and eating or drinking on the pool deck. Any violation of the above will result in the immediate forfeiture of the \$250.00 rental deposit.
2. Rental of the Recreational Facilities is subject to availability. Rental Agreements will be processed in the order received. The Property Manager will not permit any of the Recreational Facilities to be rented when there is a scheduled or special event or happening scheduled to occur in or about the clubhouse. Applications for rental must be submitted with the rental fee and deposit to secure the pavilion or social room, emails and verbal requests do not constitute a rental agreement and dates can not be secured without all required payments and agreements.
3. Only adult residents of Greystone may rent any of the Recreational Facilities. Such resident must be in attendance at the function at all times and act as a responsible supervisor, without exception.
4. The Rental Fee, Security Deposit and any additional fees required must be paid no less than seven ( 7 ) days prior to the rental date. The refund of the Security Deposit and/or any other fees is subject to the terms and conditions set forth in the Rental Agreement.
5. Services and equipment not permitted include: snow, foam or confetti, moving rides or mechanical amusement rides, trampolines or bungee rides, use of live animals or any other activity the Board deem unsafe or destructive to people or property.
6. The Rental Fee, Security Deposit and any additional fees required must be paid via personal check and/ or money order payable to "Greystone HOA". Cash is not permitted.

DATE: \_\_\_\_\_ USER SIGNATURE: \_\_\_\_\_

USER PRINT NAME: \_\_\_\_\_

# GREYSTONE AT BOYNTON BEACH HOA

## RECREATIONAL FACILITIES RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Greystone Homeowners Association, Inc. ("Association") and

\_\_\_\_\_  
(Insert name of Owner/Resident) ("User") of \_\_\_\_\_  
(Lot#/Property Address)

Phone #: \_\_\_\_\_ Other Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Reserved Area (circle one): Social Room or Party Pavilion

Reserved Date: \_\_\_\_\_

Reserved Time: Start Time: \_\_\_\_\_ .m. to Ending Time: \_\_\_\_\_ .m.

Total Use Time: \_\_\_\_\_ hours (Please note that the room may only be reserved for a 4 hour period, 30 minutes prior to the event is permitted for set up and 30 minutes after for clean up)

Function: \_\_\_\_\_ to be held on the Reserved Area on the Reserved Date during the Reserved Time.

Maximum Number of Guests: \_\_\_\_\_ (Max of 37 people for the clubhouse rental)

Vendor(s): \_\_\_\_\_ Phone#: \_\_\_\_\_

Caterer: \_\_\_\_\_ Phone#: \_\_\_\_\_

Security Deposit Amount: \_\_\_\_\_ Date: \_\_\_\_\_ Check#: \_\_\_\_\_

Rental Fee Amount: \_\_\_\_\_ Date: \_\_\_\_\_ Check#: \_\_\_\_\_

The User is hereby granted the exclusive use of the Reserved Area on the Reserved Date and during the Reserved Time set forth above, subject to the conditions set forth in this Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agreed to by User and Association.

A. Rental Fee. As consideration for the exclusive use of the Reserved Area, the User agrees to pay Association the Rental Fee. Except as otherwise specifically provided herein, the Rental Fee will constitute a non-refundable fee to the Association for the use of the Reserved Area.

B. Deposit Fee. In addition to the Rental Fee, User is required to pay the Security Deposit. The Security Deposit shall serve to protect the Association against damages to the community facilities within Greystone caused by the User, its family members, guests, invitees, employees, vendors and agents (collectively the "Attendees") and will be refunded to User, in full, unless in the sole discretion of the Association, it is determined that damages have been caused to any portion of the community facilities or if the Reserved Area is not left in a reasonably clean condition. Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the community facilities exceeds the Security Deposit amount. If, after inspection by Association, the Reserved Area is deemed to be in good order and no damage has been caused to any of the other community facilities by User and/or the Attendees, the full amount of the Security Deposit shall be refunded to User by the Association within fifteen (15) days after the Reserved Date.

C. Attendant Fee: In addition to the Rental Fee and the Deposit Fee, in connection with the reservation of the Social Hall and/or Kitchen, User may be required at the Board's discretion to pay an Attendant Fee. The Attendant Fee shall be used by the Association to cover the cost of providing an attendant during the Reserved Time. The Attendant Fee is the responsibility of the User, and is not included in the Rental Fee or Security Deposit. Except as otherwise specifically provided herein, the Attendant Fee will constitute a non-refundable fee to the Association for the costs relating to the attendant.

D. Payment of Fees. The Rental Fee, Security Deposit, Attendant Fee and Security Guard Fee (if applicable) must be paid no less than seven (7) days prior to the Reserved Date. The Association has right to terminate this Agreement and enter into an agreement with other residents within Greystone HOA for the use of the Reserved Area in event User fails to timely pay the applicable fees. Upon such termination by the Association, the User will no longer have the exclusive right to use the Reserved Area on the Reserved Date.

E. Indemnification. User hereby expressly releases, indemnifies, defends and holds harmless the Association and each of its officers, directors, representatives, agents and members from and against any and all claims, causes of actions, losses, damages, injuries, liabilities, costs and expenses, including without limitation, Legal Fees (as hereinafter defined), arising from, related to or in any way connected with the use by User and/or the Attendees of the Reserved Area and any of the community facilities. User further expressly releases, indemnifies, defends and holds harmless the Association and each of its officers, directors, representatives, agents and members from and against any and all claims, caused of actions, losses, damages, injuries, liabilities, costs and expenses, including without limitation, Legal Fees (as hereinafter defined) which may be sustained by User and/or the Attendees. User understands and agrees that the use of the community facilities described herein is at his/her/their own risk.

F. Insurance. User hereby agrees to assume all responsibility for insurance respecting the community facilities during use under this Agreement and to assert no claim of coverage under any insurance policy of Association during the period of such use. Proof of Owner's Insurance Coverage or Renter's Insurance Coverage, as applicable, shall be a condition precedent to this Agreement. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder. Association has the right to require that any policy of insurance specifically include the Association as an additional insured.

G. Terms and Conditions. User hereby agrees to abide by and confirm to each of the terms and conditions set forth below:

1. Attendance. User must be in attendance at the Function and act as a responsible supervisor at all times, without exception. User is to ensure that all Attendees abide by all Rules and Regulations of the Association. No more than the Maximum Number of Guests, as set forth above,

shall be permitted in or around the Reserved Area in connection with the exclusive use granted herein. User shall ensure that neither the Attendees nor the activities involved disturb or interfere with any other function or the use of other community facilities by other residents and their guests.

2. Damage to Community Facilities and Reserved Area. User shall not injure, nor mar, or in any manner deface any portions of the community facilities, including, without limitation the Reserved Area, and shall not cause or permit anything to be done whereby the community facilities shall be in any manner injured, marred or defaced. If any portion of the community facilities or Reserved Area is damaged by the act, default or negligence of the User, the Attendees, or any other persons admitted within the Greystone community on User's behalf, User shall pay to Association upon demand such sum as shall be necessary to restore said community facilities and/or Reserved Area to their present conditions.

3. Liability. User is responsible for any and all liability, damages, expenses, repairs or injury occurring on any part of the Sunset Falls community caused directly or indirectly by the User and the Attendees occurring on the Reserved Date.

4. Time Limits. User shall have the exclusive right to use the Reserved Area during the Reserved Time set forth above and must vacate the Reserved Area no later than the expiration of the Reserved Time. The Association reserves the right to establish time limits due to other rental of either the Reserved Area, or other areas and facilities within Sunset Falls. Failure to abide by the time restrictions and requirements set forth in this Paragraph shall be deemed a User Default (as hereinafter defined).

5. Cleaning/Restoring. The User is responsible for cleaning and restoring the Reserved Area and any other facilities or surrounding areas used by User and/or the Attendees. All set-up and clean-up time is considered to be a part of and must be performed within the Reserved Time. Use of unreserved time to complete any set-up or clean-up shall be deemed a User Default (as hereinafter defined). The Reserved Area, and any other facilities or surrounding areas used by User and/or its Attendees, must be restored to its original condition and left broom clean immediately after use thereof. All garbage and debris must be removed from the Reserved Area by the User. The Association agrees to conduct a "walk through" of the Reserved Area with the User prior to the use for the purposes of determining the original condition. An Inspection Form will be completed by the User and the Clubhouse Manager(s).

6. Association Not Responsible. The Association is not responsible for damages or loss of any merchandise or articles left in the Reserved Area or any part of Greystone prior, during or after the Function. The User hereby indemnifies and holds the Association harmless from any such claims made by the User or the Attendees.

7. Cancellation by Association. The Association may cancel this Agreement at any time: (i) due to acts of God or disaster, (ii) in the event User and any Attendee defaults, violates or fails to comply with any of the terms or conditions contained herein (a "User's Default"), or (iii) if in the sole opinion of the Association, it deems it necessary to do so. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User's Default) prior to the Reserved Date, any Rental Fee, Security Deposit, Attendant Fee and/or Security Guard Fee paid by User to the Association shall be returned to User within thirty (30) days after the date of the cancellation by the Association. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User's Default) once the Function has commenced, then, the Security Deposit, shall be

returned to User within thirty (30) days of the date of cancellation or termination by the Association, provided no damages have been caused to any portion of the community facilities and the Reserved Area is left in a reasonably clean condition.

8. Cancellation by User. User must submit, in writing, notification of cancellation no less than three (3) days prior to the Reserved Date in order to receive a refund of the Security Deposit and no less than five (5) days prior to the Reserved Date in order to receive a refund of the Rental Fee, the Attendant Fee and Security Guard Fee (if applicable). Refunds will be determined at the discretion of Clubhouse Manager(s) and returned within thirty (30) days of the Reserved Date.

9. Live Entertainment. Any live entertainment (DJ, Band, etc.) must be described in writing and approved in writing by the Association. Use of outdoor loudspeakers, sound systems or similar devices is prohibited and must be used inside the Clubhouse. Plans to use live entertainment must be submitted to the Clubhouse Manager(s) at the time of reservation and confirmed no less than seven (7) days before the Reserved Date. Live entertainment service fees are the responsibility of the User, and are not included in the Rental Fee, Security Deposit, Attendant Fee and/or Security Guard Fee. Failure to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

10. Noise. Doors and windows must be kept closed after 8:00 P.M., as noise and voices carry.

11. Rental of Party Services/Vendors. All agreements and fees with any outside vendors for the rental of party services and/or equipment are the responsibility of the User, but must be approved by the Clubhouse Manager(s) no less than seven (7) days before the Reserved Date. In connection with such approval, User shall be required to obtain and provide Clubhouse Manager(s) with a copy of such vendor's liability insurance policy. Notwithstanding anything contained herein to the contrary, the following services and/or equipment are not permitted to be brought or used upon any portion of the Greystone property, including, but not limited to the Reserved Area: snow, foam or confetti; moving rides or mechanical amusement rides; trampolines or bungee rides; use of live animals; or any other activity the Clubhouse Manager(s), in its sole and absolute discretion, deems unsafe or destructive to people or property.

12. Food Services/Catering. Any food to be served by the User at the Function must be provided by the User or a professional catering service (a "Caterer"). User shall provide all information required by the Association relating to any Caterer (including, but not limited to the Caterer's name, address, telephone number and insurance information) to the Clubhouse Manager(s) no less than seven (7) days before the Reserved Date. All cooking and grilling must take place in a designated area determined by the Clubhouse Manager(s), any at all times away from buildings and landscaping. Controlled and supervised warming of food in the Reserved Area by the User or Caterer must be approved by the Clubhouse Manager(s) no less than seven (7) days before the Reserved Date. Failure to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

13. Alcoholic Beverages. Alcoholic beverages may be served at adult functions only. In the event User intends to provide or permit the use of alcoholic beverages during the Function, the User must inform the Clubhouse Manager(s) at the time of reservation so that a security guard from a reputable licensed security agency may be scheduled by the Association. User shall be responsible for all costs and expenses relating to the employment of the security guard (the "Security Guard Fee") in accordance with the terms of this Agreement and such costs and expenses are not included in the Rental Fee, Security Deposit and/or Attendant Fee. User agrees to ensure that alcoholic

beverages are consumed responsibly and not to serve alcohol to any individual under the age of twenty-one (21). User further agrees to accept and assume full responsibility and liability for the provision and consumption of alcoholic beverages by User and the Attendees during the use of the community facilities and hereby expressly releases, indemnifies, defends and holds harmless the Association (and each of its respective officers, directors, representatives and members) from and against any and all claims, causes of action, losses, damages, injuries, liabilities, costs and expenses, including without limitation, Legal Fees) arising from, relating to or in any way connected with the use of alcoholic beverages at the Function. Serving alcoholic beverages without the security guard or with under-aged guests or, any other failure by User to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

14. Smoking. Smoking is not permitted in the social room, on the pool deck, at the playground, pavilion, or any portion of the recreation tract.

15. Modifications/Alterations. No modifications and/or alterations shall be permitted to the Reserved Area or any other portions of the community facilities by User or the Attendees. No decorations may be pasted, tacked or nailed to any walls, ceilings, doors, poles or other improvements. Under no circumstances should any furniture, equipment or any other items be removed from the community facilities. Only the Clubhouse Manager(s) has the right to move or relocate any furniture, equipment or any other items located within the community facilities which need to be moved or relocated prior to or subsequent to the Reserved Date.

16. Restricted Use. The Attendees are not permitted to use or be unattended in any other areas of Greystone not specifically reserved (except restroom facilities), unless excused by the Clubhouse Manager(s). Use of the swimming pool, pool deck, tennis court and basketball court in connection with the use herein is strictly prohibited. Failure by User or the Attendees to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

17. Parking. Vehicles may be parked only in designated parking areas. All vendors must be assigned a parking location by the Clubhouse Manager(s). Violators shall be towed away by the Association at the User's expense. User shall attempt to keep the number of vehicles to a minimum, if possible.

18. Compliance with Codes and Ordinances. User shall comply with all laws of the United States, the State of Florida, all ordinances of Palm Beach County, the City of Boynton Beach 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 User's use of the Reserved Area and this Agreement.

19. Sums Due. Any sums of money owed by User pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms hereof shall be treated as an assessment against User's Lot(s) capable of being the subject of a lien on User's Lot(s), together with interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of such lien. Such sums, if not paid when due, shall bear interest from the due date until paid at the maximum rate as allowed by law. Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The lien and foreclosure procedure shall be in accordance with the applicable provisions of the Declaration of Covenants, Restrictions and Easements for Greystone (the "Declaration"). The Association may also elect to institute suit against the User to enforce the payment of any sums due hereunder. Nothing in this Agreement in any way limits the Association's

remedies with respect to the enforcement of this Agreement or the Declaration, Articles of Incorporation, Bylaws or the rules and regulations promulgated in connection therewith.

20. User Default:

- A. Prior to Function. In the event a User Default occurs prior to the commencement of the Function, the Association shall have the right to immediately terminate this Agreement and the rights of User hereunder. Such User Default shall result in the forfeiture of the Rental Fee, Security Deposit, Attendant Fee and Security Guard Fee, if applicable, and the possible denial or future rentals.
- B. User Default – During Function. In the event a User Default occurs at or subsequent to the commencement of the Function, the Association shall have the right to immediately terminate this Agreement. Such termination will result in the immediate termination of the rights of User hereunder, the immediate removal of the User and all Attendees from Reserved Area and all of the community facilities, the forfeiture of Rental Fee, Security Deposit, Attendant Fee and Security Guard Fee, if applicable, and the possible denial of future rentals.

21. All Legal and Equitable Remedies Available. In addition to the foregoing remedies, in the event of a breach by User of any of the terms, covenants or restrictions hereof, the Association shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

22. Attorneys' Fees. User shall be responsible for any attorney's fees and costs incurred by Association in enforcing any of the provisions of this Agreement, including, without limitation all pre-litigation attorney's fees and costs. Legal Fees, as used herein, shall mean reasonable fees for attorney and paralegal services and all court costs through and including all trial and appellate levels and post-judgment proceedings incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, and (ii) collection of amount due by User hereunder, including, but not limited to, preparation of notices and liens.

23. Separability. Each provision of this Agreement are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be illegal, invalid or to be unenforceable, such holding shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, valid or unenforceable provision or by its severance from this Agreement.

24. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

25. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

26. Disputes. All disputes arising hereunder will, upon written notice from either party to the other, be submitted to binding arbitration and not to a court for determination. Such arbitration

will be accomplished expeditiously in Palm Beach County and will be conducted in accordance with the rules of the American Arbitration Association, by an independent arbitration service selected by the Association. Judgment upon the award rendered by the Arbitrator will be final and binding on the parties, and may be entered in any court having jurisdiction thereof.

27. Assignment. User may not assign or transfer its right or interest under this Agreement.

**NOTE: USER SHALL BE REQUIRED TO PROVIDE PROPERTY MANAGER(S) AND THE GATEHOUSE ATTENDANT WITH A COMPLETE GUEST LIST (SETTING FORTH THE NAMES OF EACH OF THE ATTENDEES) AND A TELEPHONE NUMBER WHERE USER CAN BE REACHED DURING THE FUNCTION, NO LATER THAN 24 HOURS PRIOR TO THE COMMENCEMENT OF THE FUNCTION. USER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE GATEHOUSE ATTENDANT WILL NOT PERMIT ANYONE INTO THE GREYSTONE COMMUNITY WHO IS NOT INCLUDED ON THE GUEST LIST WHERE GATEHOUSE ATTENDANT IS UNABLE TO REACH USER BY TELEPHONE.**

**THE UNDERSIGNED USER, HAVING READ THE FOREGOING TERMS AND CONDITIONS, SPECIFICALLY CONSENTS AND AGREES TO BE BOUND BY SAME.**

**“USER”**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Print Name \_\_\_\_\_

**THE UNDERSIGNED, ON BEHALF OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, CONSENTS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS:**

**ASSOCIATION:**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_