

ST ANDREWS AT THE POLO CLUB CONDOMINIUM ASSOCIATION INC.

CLUBHOUSE RENTAL AGREEMENT

NAME OF OWNER/RENTER _____

ADDRESS _____

PHONE NUMBER _____

DATE OF REQUESTED USE _____

PURPOSE _____

TIME REQUESTED _____ AM / PM _____ AM / PM
(Event may not exceed past 10pm)

This use, Indemnification and Waiver Agreement (“Agreement”) is entered into by and between St. Andrews at the Polo Club Condominium Association Inc. (“Association”) and

 (“Owner/Renter”)

WHEREAS, Owner/Renter has requested the use of the above facility at the above time and day for the above purpose.

WHEREAS, Owner is member in good standing of Association and Association desires to allow Owner the use of said facility for said purposes at said date and time subject to the following terms and conditions:

NOW THEREFORE, in consideration of the mutual promises herein exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Owner/Renter do hereby agree as follow:

1. The Association hereby grants to the Owner/Renter , their family members and guests the right to enter upon the above facility on the date and at the above times and to make exclusive use of the above facility for said period subject to the rules and regulations of the Association relating to the use of the facility. Owner/Renter hereby agrees to use the facility in compliance with said rules and regulations and to be personally liable for any damage caused to the facility by said use.
2. Owner/Renter hereby agrees to personally and solely bear and accept all risk of bodily injury or death to themselves or any of their family members, guests and invitees while utilizing the facilities.
3. Owner/Renter hereby agrees to waive and release any right to make claim or bring suit against the Association and its members, agents, directors, officers, contractors, subcontractors, suppliers, servants or employees for any injury, loss, or damage which may be incurred by Owner/Renter, his family members, guests and invitees pursuant to the use herein contemplated of the St. Andrews at the Polo Club facilities.

To the fullest extent permitted by law, Owner/Renter shall indemnify and hold harmless the Association, its members, agents, directors, officers, contractors, subcontractors, suppliers, servants, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the use right hereunder granted by Association, allowing Owner and his family members, guests and invitees the exclusive right to enter upon and use the facilities for the period set forth above.

4. The owner agrees to pay the sum of \$250 (non-refundable) for rental of the Clubhouse along with a \$250.00 (refundable) security deposit for the use herein granted of the St. Andrews at the Polo Club Clubhouse facility as herein contemplated. Said deposit to be returned within 72 hours of the date of use subject to deduction for cleaning costs and any amounts necessary to repair or replace any damage caused by the Owner/Renter's use of the facility. Should any damage be done to the Clubhouse or if the area is not cleaned after use, Owner/Renter agrees that they will forfeit all or a portion of their Security Deposit and agree to pay for any additional damage exceeding the amount of the deposit. Owner/Renter hereby understands and agrees that they are renting the main room and kitchen area of the Clubhouse only and that other Association members will be allowed in the pool area, aerobics room and fitness center during such time of said rental. Medeco key replacement cost is \$10 should clubhouse key not be returned.
5. Owner/Renter warrants that said rental is not for any commercial and/or profit making enterprise.
6. Owner/Renter hereby agrees to remove all trash, debris, decorations and/or rental items from the premises at the conclusion of the rental and to leave same in a clean, orderly condition.
7. Owner/Renter agrees to insure the premises are locked and secure upon leaving and to return the key to the issuing party within 48 hours of the conclusion of the rental period.
8. Owner/Renter understands the Association has no obligation of any type to provide any items or services in regard to this agreement or the use of the facility.
9. Owner/Renter agrees there will be no alcoholic beverages served unless a certificate of insurance is provided naming the Association as an additional insured. **The minimum limit for this insurance is \$100,000 per person and \$300,000 per occurrence. UNDER NO CIRCUMSTANCES WILL AN OWNER/RENTER ALLOW ALCOHOLIC BEVERAGES TO BE SERVED TO OR CONSUMED BY MINORS WHILE ON THE PREMISES OF THE FACILITY.**
10. No recreational equipment including bounce houses are allowed.

The OWNER/RENTER agrees to the above with their signature below:

Dated _____ Signature _____

Association Signature _____

- Please give two weeks notice to the Manager at the Clubhouse (M-F 10AM-3PM)
- Make out two (2) separate checks; \$250 use fee and second check for \$250.00 deposit, both payable to St. Andrews at the Polo Club Condominium Association