

**CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.
CLUBHOUSE EVENT AGREEMENT**

In exchange for the use of the Cloisters Property Owners Association, Inc. (the "Association") Clubhouse located at 6000 Woodlake Boulevard, Greenacres, Florida 33463 on the below referenced date and times (which date and times must be approved of by the Association) for a private event, I, _____ agree for myself and (if applicable) for the members of my family and my guests, to the following:

Date of Event: _____

Start Time: _____ End Time: _____

Vendors: _____

Security Deposit and Rental Fee: \$500.00 Security Deposit and \$100.00 Rental Fee Certified funds (cashiers check or money order) in this amount must be paid with this Agreement and must be payable to the Association.

ACKNOWLEDGMENTS. I understand that I must be an authorized resident or owner/member of the Association to reserve the Clubhouse for my event and that I must remain such as of the date of my event since those who are not either an owner or an authorized resident are not permitted such usage. I agree to observe and obey all posted rules and warnings, as well as the governing documents of the Association and further agree to follow any oral instructions or directions given by Association, or the employees, representatives, or agents of Association. I agree to only hold my event on the above-referenced date and during the specific times allowed and to restore the Clubhouse facilities, equipment and furniture or any impacted common area/property to the condition and location they were in prior to my event. If using vendors for my event, I will disclose them above and will only use licensed vendors who are also insured at a commercially reasonable level and have them provide a certificate of general liability insurance to the Association at least two (2) business days prior to the event or I understand that they will not be permitted on site. I agree that my event will not have any activities or usages of the Clubhouse facilities that are reasonably considered dangerous or hazardous or that would otherwise cause the Association's insurance to be negatively impacted. I agree and understand that the Association has first right of usage and that my permission to use the facilities as provided for under this Agreement for my event may be retracted or canceled at any time and for any reason and I waive any and all claims against the Association, its officers, directors, employees and agents related thereto.

ASSUMPTION OF THE RISK, RELEASE AND HOLD HARMLESS. I recognize that there are certain inherent risks associated with the use of the Clubhouse facilities, and I assume full responsibility for bodily injury or property damage incurred by myself, my family members, my guests, my vendors and anyone else attending the function, and further release, hold harmless and discharge the Association, its officers, directors, employees and agents for any injury, loss or damage arising out of anyone's use of or presence upon the Clubhouse facilities or common area/property of Association in connection with my event, regardless of whether caused by or the fault of myself, my family, my guests, my vendors, the Association or any other third parties.

INDEMNIFICATION. I agree, to the maximum extent permissible under Florida law, to indemnify, protect and defend the Association, its officers, directors, employees and agents for, from and against any and all claims, causes of action, damages, judgments, costs, or expenses (including but not limited to attorney fees and costs incurred pre-suit and through and through all stages of proceedings), which may in any way arise from anyone's use of or presence upon the Clubhouse facilities or common area/property of Association in connection with my event.

LIABILITY. I agree to be liable for damage to and all costs of cleaning, restoration, repair or replacement of the Clubhouse facilities or common area/property of the Association incurred in

connection with my event and for the above-referenced security deposit amount to be applied towards any such expenses (with the balance, if any, to be returned to me within 10 days of the date of my event) and further, that if I am an owner and member of the Association, that such costs that are incurred above and beyond the security deposit, including but not limited to any related attorney's fees and costs that may be incurred, shall be collectable from me and enforced to the same extent as an unpaid assessment under the Amended and Restated Declaration of Restrictions, Reservations and Covenants for the Association, as amended, and Florida Statute 720.

ASSIGNMENT: I agree that this Agreement and use right of the Clubhouse facilities may not be assigned by me to a third party unless the assignment is consented to in writing by the Association prior to the assignment.

DRAFTER: I acknowledge that this is a negotiated Agreement and the terms that it contains shall not be interpreted in favor of or against me or the Association by virtue of any alleged drafter and that I have also had the opportunity to consult counsel of my choice prior to execution and have read, understand, and agree to the terms. I further understand that I cannot have use of the Clubhouse facilities or any other common area/property for my event without signing this document and tendering the required security deposit, as well as providing any other documentation or information as required herein or otherwise required by the Association.

SEVERABILITY: If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of it shall not be affected thereby and each and every remaining term shall be valid and enforceable to the fullest extent permitted by law.

REPRODUCTIONS: Any electronic, scanned, faxed or photocopied signature or copy of this Agreement shall be deemed one and the same as an original.

APPLICABLE LAW AND DISPUTE RESOLUTION. Any claim or dispute arising out of or related to this Agreement or the use of or presence upon the Clubhouse facilities and/or the common area/property of the Association in connection with my event shall be resolved under Florida law and through litigation with the prevailing party being entitled to recovery of attorney's fees and costs incurred through all stages of proceedings, including pre-suit, litigation, post-suit and appellate, and the venue shall be in a court of competent jurisdiction in Palm Beach County, Florida.

By signing below I agree that I fully understand and accept all the acknowledgements and terms contained in this Agreement:

OWNER/RESIDENT:

ASSOCIATION APPROVAL:

Sign

Sign

Print Name

Print Name

Date

Date