

LEXINGTON LAKES HOMEOWNERS' ASSOCIATION, INC. CLUBHOUSE USAGE REQUEST and CONDITIONS OF USAGE

Occasionally **homeowners** may request to use the clubhouse interior space for a **personal** function such as a birthday party or memorial gathering. **Fundraisers and outside organizational gatherings will not be allowed.** Homeowners are hereby notified that meetings of the Board of Directors, Association committees and community meetings take precedence over **personal** functions and may take place concurrently with any reserved use of the clubhouse if space allows. Lexington Lakes residents are always entitled to access the clubhouse and pool area, including during any personal function. Attendance limited to 50 persons per private event except for community organized events.

Prior Association approval is needed to hold a **personal** function in the clubhouse. **Please fill out this entire request form and waiver and place it in the request box in the clubhouse or email the entire completed form and waiver to lexingtonlakesbg@gmail.com to request approval for your function.** Completing and signing this form constitutes your acknowledgment and acceptance of the conditions of usage as outlined in this form, and you will be required to also separately execute a Release, Indemnification and Defense Agreement. The Association reserves the right to deny a homeowner use of the clubhouse space for a **personal** function if the clubhouse space has previously been reserved on the date and time requested and/or for any reason consistent with the Association's governing documents and/or policies.

Conditions for use of the clubhouse space for a **personal** function include:

- Homeowners requesting use of the clubhouse space for a **personal** function must be current on all monetary obligations to the Association.
- Neither the undersigned homeowner nor any of his or her guests may park vehicles on the grass or block roadways or driveways.
- The legal drinking age in Florida is 21. Persons hosting the personal function are responsible for ensuring that alcohol is not consumed at the **personal** function by anyone younger than the drinking age. Persons who are intoxicated may not operate a motor vehicle on the Association's property. All behaviors not consistent with responsible drinking are prohibited.
- Clubhouse rules must be followed. (See reverse)
- Homeowners requesting use of the clubhouse space for a **personal** function must complete the Release, Indemnification and Defense Agreement.
- Caterers, outside vendors and entertainers must present a business license and proof of insurance to the management company prior to the event.

Print Name _____

Address _____

Contact Phone _____ E-mail _____

Event Day/Date _____

Event Start Time/End Time _____

Type of Event _____

Number of Guests _____

Signature _____

The Building & Grounds Chairperson will contact you when your request is either approved or denied

RELEASE, INDEMNIFICATION, AND DEFENSE AGREEMENT

This Agreement is made this _____(date) between Lexington Lakes Homeowners' Association, Inc. (the "Association") and the undersigned person (the "Event Host") who has reserved use of the Association's interior clubhouse space to host a **personal** function.

By this Agreement, in consideration for the Association permitting the Event Host to use all/a portion of the Association's interior clubhouse space to host a **personal** function, the Event Host shall:

- 1) Forever release, fully indemnify, and defend the Association as well as its officers, directors, committee members, agents, employees, independent contractors, and insurers from and against any and all liability, causes of action, claims, defenses, injuries, property damage, lost or stolen items, complaints, demands, and/or obligations that may arise from the use of the Association's clubhouse by the Event Host and/or by his or her guests. The obligation to defend the Association shall be discharged, at the Event Host's option, either by the Event Host hiring and paying for legal counsel to defend the Association or by the Event Host paying the Association's attorneys' fees incurred defending itself against claims and/or allegations arising from the use of the clubhouse by the Event Host and/or by his or her guests; and
- 2) Refrain from advertising any event to take place in the Association's clubhouse to the general public and/or inviting members of the general public of political groups to attend any event taking place in the Association's clubhouse; and
- 3) Ensure that any vendor hired to provide food, beverages, entertainment, or other goods or services at the Association's clubhouse for the Event Host's function shall obtain and provide the Association with evidence of liability insurance, in an amount determined to be adequate by the Association's Board of Directors. Such liability insurance shall name the Association as an additional insured, and Event Host understands and acknowledges that any vendor who has not obtained and/or provided evidence of insurance as is required by this paragraph may be denied access to the Association's clubhouse; and
- 4) Be liable to the Association for costs incurred by the Association repairing any damage to the Association's clubhouse, common areas, or other property caused by or traceable to the acts or omissions of the Event Host and/or any of his or her guests, whether they be intentional or negligent.

By signing below, the Event Host acknowledges tha he or she has read and understands the foregoing and that he or she knowingly and voluntarily agrees to the terms contained herein.

Agreed by and between:

Lexington Lakes Homeowners' Association, Inc.

By: _____ Title: _____ Date: _____

Event Host:

Signature

Printed Name

Street Address

City, State, Zip Code

CLUBHOUSE RULES

1. **Residents** and their guests who utilize the clubhouse space for a **personal** function are required to leave the clubhouse in the same good condition in which it was found, i.e.
 - a. Tables and chairs returned to their original location;
 - b. Trash bagged and removed from the clubhouse. Trash removal is the responsibility of the event hosts. The community trash haulers do not pick up at the clubhouse;
 - c. Leftover food, open containers and any alcoholic beverages removed from the refrigerator and the clubhouse at the close of the social event;
 - d. Thermostat reset to 78 degrees, lights and fans turned off, and doors locked at the close of the event;
 - e. The clubhouse will be inspected following the event, and a cleaning fee may be levied to the event host if appropriate.
2. Community members cannot be restricted from usual access to the clubhouse and pool area during any homeowner's **personal** function. Private events do not grant exclusive use.
3. Permission to use the clubhouse for a **personal** function does NOT include use of the pool, pool area or tennis courts.
4. The north doors from the clubhouse to the pool area, and from the rest rooms to the pool area, allow easy access to the pool area from the clubhouse. These doors cannot be locked due to fire code regulations. Persons hosting **personal** functions are required to inform their guests of this and ensure that fire code regulations are not violated.
5. The clubhouse is closed by 10 p.m. Functions cannot be scheduled to end after 10 p.m. and the clubhouse must be vacated by 11 p.m. allowing time for cleaning.
6. Lexington Lakes observes a smoke-free policy in the clubhouse.

EXERCISE EQUIPMENT, POOL, POOL AREA AND TENNIS COURTS

None of these facilities is available to event hosts or their guests during **personal** functions in the clubhouse space.

Property Manager: GRS Community Management
561-641-8554 Residentservices@grsmgt.com

Revised and adopted May 20, 2026