

Parkside Townhomes Association, Inc.
c/o Elevated Property Management, LLC
PARKSIDE CLUBHOUSE RENTAL AGREEMENT

NAME OF OWNER _____

NAME OF RENTER: (if Applicable) _____

ADDRESS: _____

PHONE NUMBER: _____

DATE OF USE REQUESTED: _____ FROM/TO: _____

PURPOSE OF RENTAL: _____

NUMBER OF GUESTS EXPECTED: _____

IMPORTANT NOTICE:

Availability of The Clubhouse for Private Functions: The Clubhouse is available for use by members of the Association, in good standing. The Clubhouse shall be made available to the Members on a "first come first serve" basis.

No party or parties shall exceed five (5) hours in total. The Parkside swimming pool and surrounding area including the basketball courts cannot be reserved for parties. In order for a request to be valid it must be occupied by the following documents:

- a. Security Deposit
- b. Rental Fee
- c. Proof of Insurance

Security Deposit: A security deposit shall be required in such amount of \$500.00. Deposit shall be held by the Association in a noninterest bearing account as security to address any damage to, repair expense or alternatively, cleaning cost associated with a party or parties use of The Clubhouse. It is understood and agreed that such security deposit does not represent all or nor limit the Association's recovery against a party or parties responsible for an event requiring use of all of the security deposit proceeds. The Clubhouse shall not be made exclusively available until such time as the security deposit has been provided and, in the event of a payment with a check, the funds have cleared the Association's account.

_____ Initials

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 or guests while utilizing the facilities. Owner/renter agrees to waive and release any right to make claim or bring suit against Parkside Townhomes, Inc. or their agents, officers, subcontractors, suppliers, servants or any employees for any injury, loss or damage which may be incurred by the owner, his guests, and/or invitees pursuant to the use herein contemplated of the Parkside Townhomes Association, Inc. facilities.

The Clubhouse shall not be made exclusively available until such time as the executed agreement is returned by the requesting Member. The pool gates must remain closed at all times.

Proof of insurance shall be presented verifying that the party or parties have adequate coverage to address any repair or clean up expense necessary as a consequence of the use of the Clubhouse or any incident, accident or issue which may arise there from. A letter from the insurance agent of the party or parties exclusively using the Pavilion attesting to the coverage under a home owner's policy provided such policy carries adequate coverage, shall be sufficient or a binder acknowledging coverage. Event insurance is also required to have your party/event and the policy must name Parkside Townhomes HOA as a 3rd party insured.

No party or parties shall allow in excess of Seventy (70) persons to occupy the Clubhouse. In the event of any occasion which shall result in the presence of more than seventy (70) persons at the Clubhouse, which persons are not Members of the Association, the host party or parties shall be responsible for evidencing in advance of the exclusive use of the Clubhouse, the retention of a valet service to address the parking of vehicles.

Association shall in no way be responsible for any inconvenience, loss or difficulties as a consequence of deficient or faulty service to Clubhouse equipment at the Clubhouse, to include: utilities, equipment and personal property.

Association may decline request for Clubhouse use as Board of Directors deems appropriate in the Board of Directors discretion, such Board of Directors' determination in without recourse, obligation, or liability to requesting party.

Exclusions to use of Clubhouse:

- a) The Clubhouse may not be used for any commercial or Business purpose, as determined by the Board of Directors.
- b) The Clubhouse may not be used for any offensive, noxious, illicit, or illegal purpose. Absolutely no pyrotechnics of any kind including but not limited to fireworks, sparklers or other flammable items may be used in or outside the Clubhouse or pool area, including firearms.
- c) The Clubhouse may not be used for any event which would pose an unreasonable increase to the risk of liability to the Association or its membership.
- d) Rental of the Clubhouse does not extend to exclusive use of the pool/pool area and basketball/pickleball courts. You cannot use, move, or decorate the Association patio/pool furniture for your function. Your guests can use the pool, but the pool deck and area are not part of the rental.
- e) There is no cooking of any kind allowed at the Clubhouse, only pre-prepared food is permitted.

- f) No bounce houses or other structures are allowed inside or outside the clubhouse and if this rule is broken, you will forfeit your security deposit.

_____ Initials

If you are interested in renting the Clubhouse, please call Elevated Property Management at (561) 737-3999 or email: elevatedpropmgmt@outlook.com to determine if the date you require is available.

Once it's been determined your date is available, please submit your completed application and indemnification agreement, along with two (2) checks made payable to the Association for the security deposit (\$500.00) and rental fee (\$350.00) to Parkside Townhomes H.O.A. If the Pavilion/Clubhouse is not returned to a clean and sanitary state within 1 hour after event, he/she will forfeit their \$500.00 deposit. Tables must be cleaned of any debris, floors must be swept and/or mopped clean of any debris. Restrooms must be cleaned and in sanitary condition.

At the point your completed Rental agreement, indemnification agreement, security deposit, and rental fee are received, the date you selected will no longer be made available to other residents. The recreational area parking is only to be used for the event.

I hereby accept full responsibility for any liability claims that may occur from this function being held at Parkside Townhomes Association, Inc. Pavilion/Clubhouse.

DATE

SIGNATURE OF OWNER

DATE

SIGNATURE OF OWNER

DATE

SIGNATURE OF RENTER

DATE

APPROVAL OF ASSOCIATION

