

**MIAMI BLUFFS COMMUNITY ASSOCIATION, INC.
CLUBHOUSE RENTAL AGREEMENT**

Resident Name: _____.

Resident Address: _____.

Home Phone: _____ **Work Phone:** _____.

Cell Phone: _____.

Date of Function: _____ **Time:** _____

Purpose for Use: _____

_____.

(If function is for Community residents only, there is no charge for rental/use.
Example: Neighborhood Watch Meeting, etc.)

Expected Number of Guests: _____

Will there be Music: ☐ Yes ☐ No

If Yes, state how provided (Band, Stereo, etc.) _____

Food: ☐ Yes ☐ No

Alcohol: ☐ Yes ☐ No

Please be advised that due to insurance restrictions, alcohol can be served but cannot be sold or involved in an admission charged function.

The area available for rental involves the main great room, kitchen and (if weather permits) patio area only. THE POOL AND WEIGHT ROOM AREA CANNOT BE USED FOR PRIVATE PARTIES.

I UNDERSTAND AND AGREE TO ABIDE BY THE REGULATIONS SET FORTH BY THE Association (a copy of the regulations was given to me at the time of reservations.)

I understand that I am responsible for any damage that may occur as result of my, or my guests use.

I understand that whereas alcohol may be brought to the function, it cannot be sold, due to insurance restrictions and liabilities. I also understand and accept full responsibility for assuring that alcoholic beverages will not be served to or consumed by minors in violation of any law.

I understand that in order to rent or use any of the communities' facilities I must be a member in good standing, whereas all Association fees are paid current, there has been no history of negligence of Clubhouse or any other Association rules or no such cases of previous damage to the Clubhouse.

The undersigned Miami Bluff resident agrees to be in attendance during the entire duration of the event.

Date _____

Resident Name

Date _____

Towne Properties Representative

---For T P Office Use Only---

Clubhouse Checked By: _____

Date: _____

Deposit Processed/Amount if other than \$150: _____

MIAMI BLUFFS COMMUNITY ASSOCIATION CLUBHOUSE RULES AND REGULATIONS

The Rental Agreement and use of the Clubhouse are subject to the rules and regulations which are incorporated herein by reference. Violation of this agreement may result in the forfeiture, whole or in part, of the deposit as determined by the Clubhouse Coordinator for the Board of Trustees of the Association.

The clubhouse is for the use of members and their guests only. An adult member of the Association **must be** present at all times when that member has reserved the clubhouse. No resident may reserve the clubhouse for a non-resident's use.

Only members in good standing will be permitted to use the clubhouse. The following rental rates apply effective 06/01/2006: 1) a security deposit of \$150 and 2) a non-refundable rental fee of \$75 for parties up to 50 people. **Checks should be made payable to Miami Bluffs Community Association. (Two checks are needed.)** Reservations will not be confirmed until the rental fee check, the deposit check and a signed clubhouse rental application have been received by the Managing Agent's office.

Community functions/events (defined as an event open to all residents of Miami Bluffs) do not require a rental charge or deposit fee. However, a signature is required for responsibility to ensure the clubhouse is cleaned and locked up.

The renting resident will be receiving a key for the Clubhouse. The resident is asked to not enter through the weight room. After entrance, please refrain from going through and/or using the weight room as access, in order for other residents to use the weight facility and to also keep them from interfering with the renting resident's event. When the event is over, make sure all exterior doors are locked. The clubhouse must be left in good condition as noted on the Clubhouse Cleaning and Usage Checklist attached to these rules and regulations. Any irregularities in the guidelines found will result in the appropriate deduction from your deposit.

The Clubhouse is currently being used as a Welcome Center /Sales Center by the Developer, from the hours of 12:00 p.m. until 5:00p.m. seven (7) days per week. If the resident wishes to rent the clubhouse during these times, the Sales Staff will be notified and asked to refrain from entering the rented areas. If at all possible, please try to refrain from setting up until after sales staff has left for the day.

Date of Last Update: April 14, 2006

The member reserving the clubhouse will be held responsible for damages that occur during the times listed for their event. The responsible Association member must have the area cleaned up by 9:00 a.m. the following day due to the facility's use as a Sales/Welcome Center. If upon inspection, the area is not cleaned, a call will be made to the resident to come and clean the facility. If the resident cannot be contacted, the facility will be cleaned and the renter's deposit will be forfeited.

Responsibility for any damages is not limited to the amount of the security deposit. Charges for damages will be equal to replacement cost and will be determined by the Board.

Make sure all guests use and park in the side parking lot. Parking in front of the clubhouse is prohibited due to fire code.

If the fireplace is used, the reserving member is responsible for its proper use and liable for any smoke or fire damages. Gas should be completely turned off prior to leaving the clubhouse.

Members and their guests must maintain compliance with all other applicable rules, laws and ordinances of the Miami Bluffs Community Association and the general authorities. For example, no smoking is permitted inside of the facility. Liquor may not be sold under any circumstances.

No residents or their guests may remain in the clubhouse all night.

Reservations for use of the clubhouse are on a first-come first-serve basis, not more than 6 months in advance. The clubhouse may not be rented by the same homeowner on both Christmas Eve and Christmas Day or on both New Year's Eve and New Year's Day. Any conflicts will be resolved by the Miami Bluffs Community Association Board, which retains ultimate control.

Checkout time is midnight the day of the event. Any later time must be approved by the Managing Agent.

The reserving member agrees to abide by the decision of the Board of Trustees as to the disposition of any fines or forfeiture of deposit, or as to any additional assessment for damages occurring during the time the clubhouse was rented by the member.

Residents are responsible for the exterior area surrounding the clubhouse. This includes trash pick-up and damage to the area.

No signs, streamers, or other decorations are to be attached to the walls or outside, by anything other than tape. No nails or thumbtacks are to be used.

Caterers', florists', and musicians' activity prior to or after an event must be accompanied by resident or resident's previously authorized agent.

Reserving resident supplies plastic trash bags for disposal of trash and necessary cleaning materials. Trash must be removed by the renting resident after the event.

The Managing Agent and Board of Trustees retain the right to be admitted to the clubhouse during any function to insure proper protection of the facility.

Pool cannot be reserved by guests attending a private party at the clubhouse. Pool usage is not part of the rental and shall be governed by the HOA covenants.

The resident reserving the clubhouse is responsible for their guests' behavior. This is a residential community and boisterous behavior during or when leaving a party should be curtailed. Be a good neighbor.

No pets are permitted to be in the Clubhouse.

For further information regarding the use of the clubhouse, please contact the Managing Agent at 489-4059.