

Lakes at Laurel Highlands HOA

Private Clubhouse Rental Agreement C/O Artemis Lifestyles Inc.

RENTAL AGREEMENT AND RELEASE OF LIABILITY

1. To rent the Clubhouse, you must be a Homeowner in Lakes at Laurel Highlands.
2. Homeowner must be current with HOA dues to be approved.
3. Should a tenant of a Homeowner wish to rent the Clubhouse, the Homeowner must complete the application on behalf of the tenant; the tenant must be present at the event; the Homeowner acknowledges he/she is a party to the rental agreement; and that he/she is financially responsible in addition for any damages to the facility or grounds caused by his/her tenant and/or their guests.
4. Once you have determined, and it has been confirmed by Artemis Lifestyles Inc. that the date and times of rental is available, this Reservation Form must be immediately completed and two (2) checks sent in to hold a **tentative** Reservation. A check for the Rental, and a deposit check, is required. It is **NOT** considered to be your guaranteed rental unless and until the documentation with checks have been received by Titan Management and approved. Note that other Homeowners may be seeking to rent this same date.
5. **No** commercial, political, business or profit-making activities are allowed by Homeowner, including meetings by for-profit companies whose employees may happen to reside in Lakes at Laurel Highlands.
6. Determine **exactly** the proposed times you desire to rent and be as accurate as possible on this application. **Half day rentals are from 10 am to 3 pm and full day rentals are from 10 am to 9:30 pm.** Rental time should include time to set up and clean up for the event.
7. The Clubhouse will not be made available to the Homeowner to move in supplies or equipment on any day / and or time other than the time frame that the clubhouse is rented.
8. The Homeowner is solely responsible for the entry to the Clubhouse by any vendors delivering supplies, equipment, flowers, food, etc., to the Clubhouse. It is not the responsibility of the Management staff to perform this task.
9. Homeowner must remain on the premises while their guests and/or tenants are utilizing the Clubhouse.
10. Lakes at Laurel Highlands HOA is not responsible for the loss or injuries sustained by any Homeowner or guests attending this function. Lakes at Laurel Highlands HOA, its members, Board of Directors, Management Company or Committee Members/Subcommittee Members, will in no way be liable for loss, damages, or injuries to any homeowner or guests in connection with this event. The Homeowner assumes full responsibility and liability for any claims arising at the above stated activity once access is given for rental time.
11. The Homeowner agrees to return the premises to a neat, clean and orderly condition, and is responsible for removing all trash and garbage created as a result of this activity. **All trash and garbage MUST be removed and taken with you, off the premises, immediately after your event.**

12. The Homeowner understands and agrees that the deposit will be returned ONLY after it has been verified that the facility has been left clean and orderly, all inventory accounted for, countertops cleaned, and all rules have been complied with. You will be notified within five business days if a claim to your deposit is being held. If your deposit is fully refundable we will notify you via email and then destroy the deposit check on file.

13. **Should facility not be left clean and orderly**, and the cost to clean or repair facility exceeds the deposit, **the Homeowner will be billed** for the difference and required to pay same within 30 days. Further, the **Lakes at Laurel Highlands HOA reserves the right to deny rental of facility to the Homeowner in the future.**

14. The Homeowner agrees that the rental of the clubhouse **does not** include the fitness room or management office, nor exclusive use of the pool, or patio area.

15. Should Homeowner desire its guests to use the Pool, Homeowner is fully responsible for the behavior, liability, and trash removal of its guests. Should guests be children, Homeowner must have sufficient supervision in place to monitor them at and/or in the Pool. Unruly or unsupervised behavior by any guest in the Pool area will not be tolerated. The HOA reserves the right to establish a maximum number of allowed guests of Homeowner to use the Pool and/or establish additional fees for use of same. Any damages caused by a guest(s) while using the Pool is the liability of the Homeowner.

16. Parking for guests of Homeowner(s) is required to be made in the direct parking lot to the clubhouse. Parking on surrounding streets or driveways of residents is **PROHIBITED**. Homeowners whose guests fail to adhere to this requirement will result in the forfeit of his/her deposit.

17. The Homeowner agrees to respect the Clubhouse rules. Alcohol and Smoking are not allowed in the Clubhouse, including but not limited to, the pool area.

18. Tape will not be used on any of the walls or furniture for any reason, including hanging decorations.

19. The Homeowner agrees and understands that a minimum of seven (7) calendar days' cancellation notice, prior to rental, is required. If cancellation notice is given less than seven (7) calendar days prior to rental, the rental deposit may be forfeited and not refunded.

20. The use of the bounce houses, moon walks, etc. on common area property is strictly **prohibited**, unless sanctioned by the HOA for an HOA activity.

21. Under **no** circumstances is anyone, other than guests or Management/Sales Personnel allowed in the Clubhouse while you are renting the clubhouse. We encourage the use of the signs provided indicating Private Party, Clubhouse in Use.

22. Should a Homeowner experience a problem or have an issue at the Clubhouse during his/her rental, Homeowner is to immediately notify staff from the Management Company at 407-705-2190.

23. **Clubhouse alarm will automatically arm 30 minutes after your scheduled rental end time for full day rentals. Please make sure you are out of the building before alarm is activated.**

Rental Clean Up Punch List:

a. Turn off all interior and exterior lights and fans. b. All furniture must be placed back in its original location. c. All counters and table tops must be wiped down. d. All floors must be swept and moped. e. All trash must be removed from premises. f. Secure all doors and make sure closed properly.

Notes: _____

Rental Information of Homeowner

Homeowner's Name: _____

Homeowner / Tennant must be in attendance for entire function

Is Homeowner renting on behalf of a tenant? Yes _____ No _____. If yes, list tenant's name:

Address: _____

Telephone (H): _____ Cell: _____

E-mail: _____ Key Card Access #(s): _____

Date(s) of Reservation: _____

Type of Function: _____ (note exceptions above in #5)

Rental Time: _____ 1/2 Day from 10 am to 3 pm _____ Full Day from 10 am to 9:30 pm *Times provided must include set-up and clean-up time. Your exact reservation times listed will then be placed on the Calendar once approved.

Estimated Number in Attendance: _____ *Maximum Occupancy of Rentable Clubhouse Area: 55

Rental Cost: _____ \$150.00 1/2 day from 10 am to 3 pm _____ \$250 Full Day from 10 am to 9:30 pm

Required Deposit: **\$500.00 - * Deposit check must be dated for day of event**

Will you or your Guests use Pool? Yes _____ No _____

If yes, how many Guests intend to use Pool? _____

Acknowledgement that you understand you are responsible for the behavior, supervision, liability and trash removal of your Guests, using the Clubhouse and Pool area. _____ (Initial here)

Once you determine availability and complete this Form, write two (2) checks both payable to "Lakes at Laurel Highlands HOA": one (1) check for the rental fee for event (\$150 or \$250); and one (1) check for the refundable deposit of \$500.00 (Deposit check must be dated for the day of the event.)

Immediately send the completed Reservation and Release of Liability Form along with both checks to the following address:

Lakes at Laurel Highlands HOA C/O Artemis Lifestyles Inc. 1631 E Vine Street Suite 300 Kissimmee, FL 34744

Reservations are tentatively approved on a first-come, first-serve basis, once all documentation and checks are received and approved.

While there is not currently a maximum number of times a Homeowner can rent the Clubhouse, Management reserves the right to limit the number of rentals per Homeowner in any calendar year to allow opportunities for others to rent the Clubhouse instead. Homeowner hereby acknowledges said rental limitations.

Should it be determined after the event that the Homeowner used the common grounds, in violation of this agreement; failed to use Clubhouse for the purpose stated in his/her application; misrepresented number of attendees or length of time; or for any other application violations, Artemis Lifestyles Inc. reserves the right to withhold its return of the Homeowner's deposit, bar Homeowner from future rentals for a particular time period, or for other reasons as deemed appropriate.

I understand that I have applied and am pending the approval for the use of the Lakes at Laurel Highlands Clubhouse for the above stated date and time(s); and that I am subject to the terms and conditions of this Private Usage of Clubhouse Rental Agreement and Release of Liability Form. I further acknowledge that I understand these facilities are monitored by a 24-hour Camera Monitoring System.

_____ Homeowner's Signature Date of Application

OFFICE USE ONLY – Artemis lifestyles Inc.

Date Received and Reviewed by Titan Management: _____

Approved: _____ Denied: _____ By: _____ Rental Amount Received: _____
Check Number: _____

Deposit Amount Received: _____ Check Number: _____