



HOMEOWNERS ASSOCIATION INC.

1401 NW 80th Ave, Margate, FL 33063
www.townhomesoforiole.com

Agreement for Use of The Clubhouse

Refundable Deposit	\$100.00
Non-Refundable Rental Fee	\$50.00 for weekends \$35.00 for weekdays

- Reserving the clubhouse is on a *first come...first served* basis.
- A minimum of 14 days in advance of the desired date to use the facility is required.
- Payment and rental of the clubhouse can only be made by the THO owner. This owner must be in good standing within the community and proof of residency must be provided.
- Please review, sign and return the attached Rental Agreement to Ambassador Community Management with a **money order or cashiers check** made payable to *Townhomes of Oriole*.
- Ambassador Community Management
7100 Commercial Blvd, Ste 107
Lauderhill, FL 33319
PH - 954-741-8811
www.ambassadormanagement.com

No personal checks will be accepted



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Clubhouse Release & Identification for Use of Clubhouse

Date of Rental: _____

THIS RELEASE & INDEMNIFICATION AGREEMENT (Agreement) is made this _____ day of _____ by and between The Townhomes of Oriole Association, inc. (here-in-after "ASSOCIATION") and _____ (here-in-after "OWNER").

WITNESSETH:

WHEREAS, the Clubhouse for the ASSOCIATION is maintained and operated by ASSOCIATION on behalf of all unit owners within the community; and

WHEREAS, for the purposes of this agreement the term "OWNER" shall apply to the party intending to reserve the Clubhouse whether said person (s) is the owner or a guest of a unit within ASSOCIATION.

WHEREAS, OWNER desires to reserve the Clubhouse for a private party for his/her own

WHEREAS, the parties desire to limit the potential liabilities of ASSOCIATION which may arise out of OWNER'S temporary use of the Clubhouse.

NOW THEREFORE;

In consideration of arid in return for permission granted by ASSOCIATION to use the Clubhouse for a private party, OWNER hereby covenants to indemnify and hold harmless ASSOCIATION and against any and all liability that ASSOCIATION and I or OWNER may sustain as a result of claims, demands, costs, or judgments of any kind arising from, or as a direct consequence of, OWNER'S use of said Clubhouse. Such release and indemnification shall apply to claims, demands, costs or judgments arising from OWNERS use of the Clubhouse as well as any other party utilizing said Clubhouse under the supervision of, or pursuant to permission granted by, or as an invitee of, OWNER. OWNER shall obtain and assumes all responsibility regarding necessary insurance related to the use of the facilities and shall not assert any claim of coverage under any insurance policy of the ASSOCIATION related to OWNER'S use of said Clubhouse.

Should It become necessary for purposes of resisting, adjusting or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this Agreement, or if for purposes of enforcing this Agreement, ASSOCIATION incurs any expenses, or become obligated to pay any insurance deductibles, attorney's fees (at both the trial and appellate levels) or court costs, OWNER agrees to reimburse ASSOCIATION for such expenses.

It is expressly intended by the parties that OWNER shall indemnify ASSOCIATION against any liability arising from any act or negligence or failure to act of OWNER, Its agents, contractors, or invitee's.

It is expressly intended by the parties that OWNER shall return the Clubhouse in the exact condition in which it was provided to OWNER. OWNER understands that any clean up associated with the scheduled event must be done by OWNER, including the removal of any and all decorations put up by OWNER. OWNER acknowledges that any cleanup charges incurred by ASSOCIATION shall be charged to OWNER in the amount of \$50.00 per hour. Any damage to the Clubhouse arising from OWNER'S operation of same shall be promptly repaired maybe foreclosed in the manner of a mortgage foreclosure. The lien and foreclosure procedure shall be in accordance with the Declaration of Covenants, Restrictions and Easements and Florida Statutes

OWNER may not, during the period of reservation contemplated herein, deny access to any other member of ASSOCIATION.

OWNER expressly agrees to abide by and conform to all rules and regulations of ASSOCIATION as contained in the governing documents for ASSOCIATION as well as any rules and regulations which may be attached hereto.

OWNER expressly agrees to comply with all laws of the United States, the State of Florida, all ordinances of Broward County, and will pay any taxes, or fees due to any authority arising out of OWNER'S use of the facilities.

ASSOCIATION, or its representatives, reserves the right to enter the premises during the period of rental to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the association, and or to prevent any damage or destruction of the premises. Nothing contained herein shall be interpreted as obligating ASSOCIATION to take any action what-so-ever with respect to the preceding sentence.

It is expressly agreed that this agreement does not contemplate the use of any other facility other than the Clubhouse and that the number of persons admitted to said premises by OWNER shall not be in excess of the amount permitted by ASSOCIATION and in no event exceed the Fire Marshal's Guidelines for the building. Additionally, OWNER understands and agrees that he/she as well as its guests and invitee's shall not be permitted to use the Pool Area simultaneously without execution of a separate agreement for the use of same.

OWNER agrees to pay a non-refundable rental fee in the amount of _____ (\$50.00) DOLLARS weekends and (\$35.00) weekdays to be paid simultaneously with the execution of this Agreement.

RESIDENT agrees to cooperate, assist in the preparation and sign off on the Checklist For Use of Clubhouse form to be completed immediately preceding the event and immediately following same

OWNER shall be permitted to utilize the Clubhouse for a period of _____ hour(s) on the day of _____ The Clubhouse is being reserved for the purpose of _____ and OWNER agrees to be present at all times during the event

OWNER shall provide a refundable deposit in the form of a cashier's check or money order in the amount of \$ 100.00 as a damage deposit to be returned to RESIDENT in the event it is determined by ASSOCIATION that no damage has been inflicted upon Clubhouse. This deposit shall also cover any repair, replacement of any appliances, including but not limited to, the TV, Cable, (if applicable) and A/C, that may be damaged as a result of my rental of the Clubhouse. In the event the Clubhouse has been damaged or is in need of cleaning, ASSOCIATION is expressly authorized to apply a portion or all of the above damage deposit towards reimbursement for such damage or cleaning. It is expressly agreed that nothing contained in this paragraph shall be construed as limiting OWNER'S liability in anyway. Refund of any unused deposit or requirement of additional deposits shall be at the discretion of ASSOCIATION.

OWNER understands and acknowledges that absolutely NO LIQUOR, ALCOHOLIC BEVERAGES OF ANY KIND, OR DRUGS, shall be brought into the Clubhouse, or anywhere around the Clubhouse premises. OWNER understands and acknowledges that ASSOCIATION has a signed Agreement with Margate Police Department that consumption of any of the above on common areas shall result in an arrest. No guests of the event shall be allowed to bring any of the above-mentioned substances, and further agree that should any of OWNERS' guests be inebriated in any way, OWNER agrees to have guest leave. OWNER also understands the danger presented by the location and close proximity of the pools to the Clubhouse.

OWNER understands that the water cooler, (if applicable) contents of the refrigerator and cabinets are the property of ASSOCIATION, and are not for private party use. Usage of these items shall result in an additional charge to OWNER.

OWNER understands that there is not a phone available in the Clubhouse, and that should an emergency occur, OWNER understands that the use of the nearest phone to contact the appropriate agency will be the OWNERS' responsibility. OWNER additionally agrees to report any and all emergencies to the Margate Police Department as well as to report the incident to the ASSOCIATION office during the next regular business day.

MISCELLANEOUS

_____ Number of people expected to attend. (Not to exceed without board approval)

_____ Music, if any, will involve bend I disc jockey/radio! Stereo. (Circle one).

_____ All assessments for unit are current.

_____ RESIDENT is an owner.

_____ Resident will not use nor permit others attending the party to use pool and utilize bathrooms via clubhouse entrance due to wet floors being an insurance hazard.

IN WITNESS WHEREFOR, the parties have set their respective hands and seal this _____ day of _____

OWNER

TOWNHOMES OF ORIOLE ASSOCIATION, INC

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Building / Unit _____

Title _____

Phone _____