



Clubhouse Use Agreement Overview

Thank you for your interest in hosting your event at the Colony Preserve Clubhouse! The amenities are reserved exclusively for residents and up to four guests per household. This is to prevent overcrowding and maintain safety. Only the party room is available for parties. Please read & complete this application completely before providing it to the management company. This is a non-exclusive use agreement and community members will have access to the clubhouse. Pool parties are strictly prohibited. Unauthorized parties are a violation and penalties will be imposed.

This agreement is made between Colony Preserve and the Owner listed below, hereafter for use of an area reserved in the Clubhouse.

Name, Address, Date, Time and Guest Count

The undersigned (Name) _____
is a member of the HOA residing at (address) _____,
Boynton Beach, FL. The above referenced person wishes to use the clubhouse on (Day) _____,
(Month) _____, (Year) _____, from _____ am/pm, to _____ am/pm for a maximum of 5
hours including set up and clean up. The expected number of guests is _____, not to exceed 30
people as the maximum occupancy. Event type and a complete description of the event is as follows:

Home phone: _____ Email _____

Security Deposit

A security deposit of \$250.00 paid by check must accompany this application and will be collected, deposited and may be forfeited for non-compliance of community rules, damage and/or violation of this contract. If the replacement and/or repair cost of damaged items is more than the security deposit, homeowner will be assessed the additional costs. There is a \$25 fee for returned checks.

Application and Approval Process

A completed application and security deposit check must be received at least 14 days prior to the event and will be processed on a first come-first served basis. Colony Preserve reserves the right to deny any application including but not limited to the following reasons: if the homeowner is in arrears, has outstanding violations, has been involved in legal proceedings with the association, or has had any prior violations relating to the use of the common areas. Tenant use is at the association's discretion. The management company will confirm the reservation on behalf of the Board of Directors once it is approved.

Cancellation Policy

Colony Preserve reserves the right to cancel this contract with or without cause with seven (7) day notice when possible. In addition, Colony Preserve is hereby indemnified against any and all costs and losses incurred by the Owner as a result of a cancellation with less than seven (7) days' notice. Should Colony Preserve cancel any reservation all deposits will be refunded in full. _____ **INITIAL**



Clubhouse Use Agreement Rules and Exclusions

1. **ONLY the Party Room** is available for parties. **USE OF THE POOL IN CONJUNCTION WITH YOUR EVENT IS PROHIBITED.** The pool is reserved exclusively for residents and up to four guests per household. This is to prevent overcrowding and maintain safety. For every three children there must be at least one adult.
2. **Viewing/setup access** prior to the function by appointment only
3. **The Hosting HOA Member** must be at least 21 years of age, be the primary host of the event, be present always and be responsible for the actions of his/her guests. HOA Members may not reserve the clubhouse on behalf of a third party. Children must be closely supervised. The HOA Member will be responsible for ensuring guests do not create disruption to the surrounding homes. No admission may be charged.
4. A **guest list** **MUST** be provided to the guard house a day prior to the event to prevent disruption to the visitor entry.
5. **Decorations** must be free standing or on tabletops. Nothing is to be hung from walls, lights or the ceilings. Fog machines are not permitted in the clubhouse due to the fire safety equipment.
6. **Smoking**, including vaping and any electronic devices is expressly prohibited. Smokers must use smoke away from the entrances outside the facility and dispose of cigarette butts properly.
7. **Certificates of insurance**, security, and additional requirements may be required for some functions, programs, activities, and meetings. All required insurance certificates and permits must be provided within five (5) days of the event or the approval will be revoked.
8. **Parking** is allowed in designated parking spots only, or the street near the basketball court. Parking is not permitted on the GRASS or in front of the clubhouse. All "No Parking" and handicap restrictions shall be observed. Parking violations may result in the automobile being booted at the automobile owner's expense as well as a loss of the FULL security deposit.
9. Colony Preserve is not responsible for **loss or damage** to any merchandise or articles left prior to, during, or after the function.
10. **Furniture**, equipment, or other items are NOT to be removed from the area.
11. **Pets** are not permitted inside the building.
12. **No alcoholic beverages** of any sort will be served to any minor or intoxicated person(s). Under Florida law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and harm to strangers involved in automobile accidents, etc. caused by that intoxicated individual. No illegal drugs or controlled substances are allowed in the clubhouse or in the Association's common areas.
13. **Compliance** with PBC Codes regarding fire, health & safety is the responsibility of the resident. No open flames except for birthday candles. No Sterno. Electrical outlets have been added to granite countertop serving areas for warming devices.
14. Any intentional covering or blocking of the **security cameras** will result in the termination of the scheduled event and possible restriction of any future use(s) of the clubhouse.
15. **Garbage** is to be removed after the event and deposited in the carts in the parking lot.
16. Please see Appendix A for detailed information on **damages and deposit return.**

_____INITIAL



Clubhouse Use Agreement Approval Form

PLEASE INITIAL:

I received the Clubhouse Use Agreement for Colony Preserve HOA	_____
I understand that the set-up and clean-up for the party is my responsibility	_____
I have read and understand the rules and exclusions	_____
I have read and understand the Inspection and Deposit Return Policy	_____
I have read and understand the Cancellation Policy	_____

WAIVER: Owner agrees to be responsible for any and **all liability and damages** occurring on the premises or any other part of the area caused directly or indirectly by the Owner and their family, guests, invitees, employees, contractors or other agents, including but not limited to damages occurring during the specified time of the function, set up and/or clean up time. Owner indemnifies Colony Preserve for all losses, expenses and attorney’s fees in connection with the usage of the Colony Preserve Clubhouse.

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may incur, The Association's costs and expenses including a reasonable sum for the successful party’s attorney’s fees whether or not suit is brought, and for all pretrial, trial, appellate and post judgment proceedings.

I have read and understand the Clubhouse Use Agreement and I will assure my compliance with them. I understand that any violations may result in the annulment of this agreement or ban my use of the Facility.

_____ Signature of Owner	_____ Date
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_____ Address	_____ Phone# and email address
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This Event Application is Approved/Approved with Conditions/Denied:

_____ Signature of HOA Representative	_____ Date
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Submit Entire Application to:
Colony Preserve HOA c/o Tallfield Property Management
12765 W. Forest Hill Blvd. Suite #1320, Wellington FL 33414
Office: #561-983-6000 Fax: #561-983-6001 Email: liza@tallfield.com



Appendix A – Pre/Post Event Inspection and Deposit Return Policy

The undersigned agrees to inspect the HOA Clubhouse prior to acceptance. Please submit pictures to the Management Company of any observed damage or issues prior to the start of the party. It is understood that the Clubhouse will be inspected after the event. The inspection will include furniture, windows, equipment and the area surrounding the Clubhouse. Any items not in good condition will be repaired or replaced as necessary. Damage fees may exceed the damage deposit amount. Should this be the case, the undersigned will be provided a written estimate within ten (10) days of the event. Payment must be remitted to Colony Preserve within thirty (30) days. The undersigned agrees to pay for any repairs or replacement, and if it not promptly paid, the HOA shall have a lien against the unit owned for payment of same collected in the same manner as yearly assessments. Security deposits will be refunded within 10 days of the date of the event provided there is no damage or clean-up fee.

Deposit may be withheld for:

- Removal of stains to any surface that requires more than standard extraction techniques
- Broken furniture and/or equipment
- Defacement of any part of the interior or exterior of the building, including tape/push pins
- Damage created by improper use of equipment or non-compliance of facility rules
- Equipment and/or property found to be missing
- Restrooms found to be in a condition requiring more than routine cleaning
- The cost to repair or repaint the area will be taken from your security deposit for any marks, blemishes, or holes detected on the walls after completion
- Nuisances including but not limited to improper parking and noise ordinance violations
- **Damaged tabletops will require full replacement at \$1500/each; chairs at \$50/each.** This includes but is not limited to damage from burns, heat, water, craft projects, scratches, gouges, dents, and tears. **NO HOT ITEMS AND NO CRAFTS ON TABLES.** Use only the granite countertop areas or your own Lifetime-type tables if more space is needed for crafts or serving.

Area	Pre-Event	Post-Event
Floors/Carpets		
Sink/Counter/Cabinets		
Tables/Chairs		
Lighting		
Windows/Doors		
Refrigerator		
Ice Maker		
Garbage removed		
Walls		
Restrooms		
Other		

I accept the room in its present condition with the following notations:-

_____ OWNER's Initials

I have inspected the room and release the deposit with the following notations: -

_____ HOA Rep Initials