



# WATERCREST

## OUTDOOR CLUBHOUSE COVERED AREA OR FIREPLACE RESERVATION AGREEMENT

*\$100 refundable security deposit required for all rentals*

Renter First Name: \_\_\_\_\_ Renter Last Name: \_\_\_\_\_

Watercrest Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Describe the purpose of your event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Est. Attendance: \_\_\_\_\_

Start Time (1-hour minimum): \_\_\_\_\_

End Time: \_\_\_\_\_

Amenity desired for event:  Outdoor Covered Area

Fireplace

**Watercrest will officially reserve the facility, subject to availability, upon receipt of liability insurance (if applicable), security deposit (payable to: Watercrest Community Association, Inc.) and this signed Clubhouse Reservation Agreement.**

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### ASSOCIATION USE ONLY

Payment Information	
Security Deposit: \$ _____	<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____
Rental Fees: \$ _____	<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____

Date: \_\_\_\_\_

Application:  Approved  Denied

Authorized Signature for Association: \_\_\_\_\_

## Reservation Policy Information

**Facility Usage:** The facility may not be reserved more than one (1) year in advance. No facilities may be used for fund raising purposes without prior approval from the Association. Sale of alcohol is prohibited. Requests for periodic, regularly recurring use of the facility must be approved by the Association. The facility may only be rented by Members of the Association.

**Reservation Agreement:** To reserve any amenity, this Clubhouse Reservation Agreement must be completed, signed and returned to the Associations' Management Company (Sunstate Management Group). Residents **MUST** be current on their homeowner dues to rent the facility.

**Reservation Fees:** A refundable security deposit is due at time of application.

**Security Deposit:** All deposits are refundable if the facility is left clean and there is no damage to the amenity and key and remote control are both returned. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the Association will resort to legal remedies. The decision of whether the deposit shall be refunded is solely up to the Association and will not be refunded until the facility has been inspected by an Association representative.

**Reservations:** Amenity reservations are "first-come, first served" with priorities given to Association functions. A completed reservation form and check for the Security Deposit are to be received by the Association to finalize a reservation.

**Reservation Status / Cancellation:** A rental reservation is considered binding after this Clubhouse Reservation Agreement has been signed by the Rental applicant and approved by the Association. If the Rental applicant cancels, the Security Deposit will be refunded. The Association reserves the right to refuse applications or to revoke a Clubhouse Use Agreement in the Association's sole discretion. If this occurs, the Property Manager and Association will attempt to notify Renter as soon

as possible. The Property Manager and Association shall not be responsible for any costs or damages relative to a cancellation.

**Holidays or Special Events:** Rentals will not be permitted on holidays or special events to ensure all residents have access to the building.

**Cleaning:** The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Clubhouse Reservation Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and trash removal from amenity. If it becomes necessary for the Association to perform any cleaning, there will be a corresponding deduction from the security deposit, as determined by the Association.

**Minors:** Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten minors present during the event.

**Personal Property:** The Association is not responsible for any valuables or personal property left on the premises.

**Decorations:** No decorations or temporary fixtures may be affixed to any building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage.

**Care of Premises:** Neither renter nor its guests will cause damage to the premises or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by the Association before and after the event to ascertain any damage, which might have occurred during the event or pre/post production of the event.

**Acceptance of Premises:** It is understood that client accepts premises "As Is." Premises will be returned in the same condition as when first occupied.

## Signatures Required

I have read the rental policy information contained herein and fireplace rules provided to me, and by signing below, I confirm that I have the authority to execute this agreement on behalf of my guests and invitees (and together with my guests and invitees shall hereinafter be referred to as "Renter"), and agree to comply (and to take responsibility for the compliance of my guests and invitees) with the provisions of this Clubhouse Use Agreement and Fireplace Rules (if applicable). I understand that my Security Deposit may be forfeited, and I may be billed for additional expenses should any of the aforementioned requirements be ignored or abused, or if any damages resulting from the actions of my rental exceed the amount of the Security Deposit.

Renter acknowledges that use of the facility is purely for the pleasure of Renter. Association community events shall be permitted for the benefit of the community. Renter further acknowledges that neither Sunstate Management, Watercrest Community Association, Inc. (the "Association"), or any of their related entities, have assumed any responsibility for, nor shall the Property Manager, the Association or the Landowner have any liability for the actions or inactions of the Renter, or for any injury, damage or loss any person may sustain while using the facility, or in connection with, or as a result of, any activity, including, but not limited to, consumption of alcohol or other intoxicating substances, engaged in, or by, any person or persons while using the facility.

Renter on behalf of himself, his heirs, successors and assigns hereby releases, and agrees to indemnify, defend and hold harmless the Property Manager, the Association, directors, shareholders, agents, members, successors and assigns, from any loss, liability, claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the use of the facilities (including the buildings and sidewalks adjoining same), which Renter may now or hereafter have, which are related in any way to any of the foregoing, by the Renter, as a result of any activity, including but not limited to consumption of alcohol or other intoxicating substances, while using the facility. In the event any action or proceeding is brought against the Manager, the Association, or their respective offices, directors, shareholders, agents, members, successors, or assigns, by reason of any such claim, Renter covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the Manager, the Association and the Landowner.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage, and Renter's failure to obtain insurance coverage, or the refusal of the insurer to pay any claim or otherwise assist Renter in fulfilling such obligations, shall not relieve Renter of the indemnification and defense obligations set forth herein.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_