

BENT CREEK PRESERVE CLUBHOUSE

RENTAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between BENT CREEK PRESERVE HOMEOWNERS ASSOCIATION, INC., (hereinafter called "ASSOCIATION"), and the undersigned, Owner/Lessee of a Home within Bent Creek Preserve (hereinafter called "USER"). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in Declaration of Covenants, Restrictions and Easements for Bent Creek Preserve recorded in Official Records Book 5038, Page 3810 of the Public Records of Collier County, Florida (the "Declaration").

Name: _____

Mailing Address

Telephone #

THIS AGREEMENT covers the terms for the use of the Clubhouse "Event Salon" for the period described below (hereinafter called the "EVENT"):

Date of EVENT: _____

Type of EVENT: _____

Start & End Times of EVENT: _____

Set up Time: _____ Breakdown Time: _____

Estimated # of Guests: _____

The Event Salon contains the following space and furniture:

Maximum of amount of people : 99

Square feet: 1,490

Furniture: 10 tables (8 square and 2 round)

44 chairs

Service Areas: Catering kitchen

Bar area

USER is hereby granted the right to use the Event Salon of the Clubhouse at Bent Creek Preserve for the EVENT at the date and time specified above, and for the terms and conditions that follow:

THE EVENT CAN BE CANCELLED WITHOUT NOTICE DUE TO UNFORESEEN CIRCUMSTANCES, OUT OF THE ASSOCIATION'S CONTROL. If cancelled, you can reschedule based on availability. The Clubhouse is also used for emergency storage during hurricane season (*June 1st through November 30th*). _____ (initials)

USER acknowledges that the maximum capacity of the Event Salon is limited to ninety-nine (99) persons, and USER agrees to limit his/her guests to this number. If maximum capacity is exceeded, USER may be subject to penalties under the ordinances of Collier County and will indemnify/hold harmless the ASSOCIATION of all liability and costs to defend the same. ***Five business days*** prior to the EVENT, USER must submit a list of vendors to the ASSOCIATION office.

Under NO circumstances, during a planned event, shall USER or USER'S invitees or guests use the facilities appurtenant to the Clubhouse, other than the Event Salon (i.e., fitness facility, billiard room, pool, pool deck, playground and tennis courts) unless approved elsewhere in this Agreement. The Event Salon shall be secured and vacated within the prescribed times as set forth above. All portions of the Clubhouse, including but not limited to, the fitness facility, billiard room, pool, pool deck, playground and tennis courts, are ASSOCIATION Common Areas available to all Bent Creek Preserve residents during normal hours of operation. Rules governing food and beverage services, appropriate wearing apparel and smoking must be complied with at all times. The Owner/Lessee host of any event will be held responsible for full compliance and is subject to all penalties, fines and other remedies under the Declaration, and Rules and Regulations promulgated by the ASSOCIATION, as well as county ordinance and statute that may include but is not limited to suspension of Clubhouse privileges.

Failure to adhere to any of the rules or provisions set forth in this AGREEMENT will constitute a breach of this AGREEMENT, resulting in a loss of all deposited funds and immediate termination/cancellation of the EVENT. The USER will still be responsible for any and all damages, clean up fees, and other charges as stipulated in this AGREEMENT. Breach of contract may result in forfeiture of rental rights.

The terms of this AGREEMENT are in furtherance of, and in addition to, the provisions of the Declaration. _____ (initials)

FEES FOR PRIVATE EVENTS AT CLUBHOUSE

Event Salon usage fees are per day, per event.

- The Event Salon Fee is \$300 for an initial period of four (4) hours, plus a \$500 deposit (the "Deposit"). Nonrefundable cleaning fees in the amount of \$115 per hour and a security officer fee, if applicable, will be deducted from the Deposit. The Event Salon may be rented for additional hours at the rate of \$50 per hour exceeding the initial four (4) hours, for a maximum of six (6) total hours.
- Liability Insurance for all vendors must be given five (5) days prior to event.

- The Deposit is due contemporaneously with the execution of this AGREEMENT. If the EVENT is canceled less than seven (7) days of the scheduled EVENT date, 50% of the Deposit shall be nonrefundable.
 - A post event walk-through will be conducted.
1. USER, contemporaneously with his/her execution of this AGREEMENT, has deposited with the ASSOCIATION a non-refundable usage fee in the sum of \$_____ said fee made payable to Bent Creek Preserve Homeowners Association, Inc.
 2. USER, contemporaneously with his/her execution of this document, has deposited with the ASSOCIATION a Deposit of \$500.00 for loss or damage to the ASSOCIATION property (normal wear and tear excluded), which determination shall be within the sole discretion of the ASSOCIATION. When the USER leaves the Clubhouse in operable condition without damages, the ASSOCIATION will refund USER'S Deposit, less the cleaning fee and security officer's fee (if applicable), within ten (10) business days after the EVENT. If expenses for damages exceed the deposited amount, the USER agrees that the difference will become an automatic Individual Assessment (as defined in the Declaration) to the USER.

USAGE RESTRICTIONS

1. USER understands that only Bent Creek Preserve Owners or Lessees can reserve the Event Salon for themselves and their invited Guests. All payments made must be in the name of the USER. For the purpose of this AGREEMENT, immediate family members shall be defined as the names listed on the USER'S resident affidavit, on file with the ASSOCIATION. _____(initials)
2. USER may reserve the Event Salon for business, commercial or social purposes, within legal definitions of state, federal and local laws. If such use of Event Salon requires appropriate licenses and/or clearances from any governmental unit, including police and fire departments, USER agrees to obtain all such requisite licenses and/or clearances and to submit proof of same, satisfactory to ASSOCIATION, not less than seven business days prior to the EVENT. _____(initials)
3. If alcoholic beverages are to be served at USER'S EVENT, they must be dispensed from the bar that is, provided to guests free of charge. Under no circumstances are alcoholic beverages to be sold in the Event Salon. _____(initials)
4. USER hereby agrees to hold ASSOCIATION harmless and to indemnify it against any public liability and/ or property damage liability that may arise or accrue by reason of the use by USER of the facilities. The ASSOCIATION shall not be responsible for any damage or injury that may happen to USER or to USER'S agents, employees, property or guests and invitees from any cause whatsoever, during the period covered by this agreement; and USER hereby expressly releases ASSOCIATION from, and agrees to indemnify it against, any and all claims for such loss, damage or injury. _____(initials)

5. USER hereby agrees to assume all responsibility for insurance for USER LIABILITY respecting the facilities during use under this agreement, and to assert no claim of coverage under any insurance policy of ASSOCIATION during the period of such use.
_____ (initials)
6. USER will comply with all laws of the United States, State of Florida, all ordinances of Collier County and all rules and requirements of the local police and fire departments, and will pay taxes or fees due to any authority arising out of USER'S use of the facilities.
_____ (initials)
7. USER shall be responsible for any attorneys' fees and costs incurred by ASSOCIATION in enforcing any of the provisions of this Agreement. Any sums of money owed by the USER pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms hereof, shall be treated as an assessment against USER'S property for any unpaid assessment and interest thereon, together with reasonable attorneys' fees incurred by ASSOCIATION incident to the collection of the assessment or enforcement of lien arising therefrom. Assessments and installments due thereon not paid when due shall bear interest from the due date until paid, at the highest rate allowed by law and if there is no limit established by law then as established by the ASSOCIATION. ASSOCIATION may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The lien and foreclosure procedure shall be in accordance with the Declaration. _____ (initials)
8. ASSOCIATION reserves the right to enter the premises during the period of USER'S use to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the ASSOCIATION, and to prevent any damage to or destruction of the premises. _____ (initials)

RULES FOR USE OF THE EVENT SALON

1. USER must be present at the EVENT and will be responsible for everyone in attendance at the EVENT.
2. There shall be one adult for every TEN teenagers.
3. If the EVENT is for children ages twelve (12) and under, there must be one (1) adult for each five (5) children. One of the adults must be the USER.
4. NO SMOKING, inclusive of pipe, cigar, e-cigarettes, vaping or cigarettes, is permitted inside the Clubhouse or in the pool area.
5. Proper attire must be worn at all times. No bathing suits are allowed inside.
6. USER shall provide adequate protection for the tables (cloths) in order to prevent damage caused by hot dishes or spilled liquids. If candles are used, they must be battery operated only.

7. No tape, nails, tacks, etc. shall be attached to the walls or other surfaces of the Clubhouse. Free standing, tabletop or decorations tied to chairs are acceptable. NO POWDER, CONFETTI, POPPERS OR GLITTER IS ALLOWED, or an additional clean-up fee of \$150 will be charged. _____ (initials)
8. USER understands that the ASSOCIATION will not be responsible for utensils, furniture, china, glassware, food, beverages or any other items brought in by USER or caterers of the EVENT.
9. Tables and chairs, as available, will be placed in the room for resident. Please DO NOT move.
10. At the conclusion of the EVENT, all trash must be bagged, secured and properly disposed of.
11. Arrangements for access to the Event Salon must be made through the property management office.
12. The names of EVENT vendors (caterer, florist, entertainer, etc.) must be turned into the office at least five (5) business days in advance of the EVENT date. Vendors must provide a Collier County occupational license, a liability insurance certificate naming Bent Creek Preserve Homeowners Association, Inc. as additional insured with a minimum coverage limit of \$1,000,000.00, and a current workers' compensation insurance certificate. ***Such documentation must be provided to the Association five (5) days before the EVENT.***
13. Weekend EVENTS must be over by 11:00 p.m., with live music or deejay ending by that time. Weeknight functions shall end by 10:00 p.m., since consideration must be given to owners who live nearby.
14. Clean-up and pack-up must occur within 1 hour of event end time inside the Clubhouse, with doors closed, so as not to disturb the neighboring community residents. USER must comply with all governmental laws, including, but not limited to, municipal noise ordinances.
15. Use of specific Event Salon furniture and equipment is permitted inside the Event Salon only. All items must be returned to original positions at the conclusion of the EVENT, except that folding tables and chairs should be left out for thorough cleaning the next day. All kitchen equipment belonging to the Association must be accounted for before a refund of security deposit is given. USER will be responsible for any missing items.
16. ASSOCIATION reserves the right to prohibit vendors or activities that may present a hazard or safety issue to people or property, including but not limited to, petting zoos, fire eaters, stilt walkers, knife throwers, etc.

MISCELLANEOUS PROVISIONS

In addition to all other remedies provided for in this Agreement, the ASSOCIATION may impose a fine on a USER for failure of a USER, his family members, guests, invitees, tenants and licensees to comply with any provisions of the Agreement. Fines shall be levied as provided in the Declaration. Breach of contract may result in forfeiture of Event Salon rental rights.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and the venue for any legal proceeding concerning the Agreement shall be Collier County, Florida. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and is signed by the parties. This Agreement contains the entire agreement between the parties relating to the transaction contemplated by the Agreement and all prior or contemporaneous agreements, understandings, representations and settlements, oral or written, are merged herein. The failure of any party to insist upon the strict performance of the Agreement shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default, or nonperformance. If any provision or portion of this Agreement shall be held invalid or unenforceable, the remaining provisions of the Agreement shall remain valid and enforceable. This Agreement is the joint product of the parties and may not be more strictly construed against any party. If it becomes necessary to hire an attorney or take legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover costs and attorney fees incurred prior to the suit as well as in litigation, appeal and arbitration, bankruptcy or administrative proceedings.

USER: I have read, understand and agree to the terms and conditions set forth above.

RESIDENT SIGNATURE:

DATE

Print Name: _____

BENT CREEK PRESERVE HOMEOWNERS ASSOCIATION, INC. DATE