

Laurel Lakes Club House Reservations Check List - Rev. 2019

Check List Items	Received	Comments	Returned	Comments
Rental Fee (150.00) or (200.00) non-refundable				
Security Deposit Check \$300.00 Personal Check or Cash				

Inspection Check List	Before	Condition Comments	After	Condition Comments
Furniture Returned to Original Position				
Clean Kitchen including floors & refrigerator	X	Cracked Tile in one area		
Ovens Clean & Off				
A/C or Heater set to 76 degree (2 thermostats)				
Restore Pool Deck Area (if needed)				
Pick up and remove ALL TRASH including common grounds (take trash home to dispose)				
Turn OFF ALL Lights including Outside lights				
Clean Rest Rooms including removal of trash				
Lock and Secure all Windows & Doors				
Storage Room (stack tables and chairs neat and orderly, do not block window, doors or walkway)				
No Holes or Punctures in walls or woodwork				
Work Out Room (guests are not permitted to use equipment, clean area)				

Laurel Lakes Association, Inc.
 Laurel Lakes Club House, 8346 Barton Farms Boulevard, Sarasota, FL. 34240

- Many soiled spots on carpeting _____

INITIAL

DATE:

LAUREL LAKES CLUBHOUSE RESERVATION & RENTAL AGREEMENT Rev 2019

Date: _____
Name: _____
Address: _____
Phone _____ Cell Phone _____
Email: _____
Date of Event: _____ Time of Event: _____ until _____
Type of Event _____ Number of Attendees: _____

The undersigned hereby reserves the Laurel Lakes Clubhouse facilities (the "Clubhouse") for rental and use for a private function to be held on the dates and times specified above (the "Event"). It is acknowledged and agreed that such reservation and rental shall be subject to and upon the terms, conditions and restrictions set forth in this Clubhouse Reservation and Rental Agreement (the "Agreement").

1. Only those homeowners (and tenants of homeowners) who are in "good standing" under our Declarations and Florida Statute HOA 720.305 can reserve the Clubhouse. This means that owners must be current in the payment of their assessments and other financial obligations to the Laurel Lakes Association, Inc. (the "Association") are eligible to reserve and rent the Clubhouse. All tenants desiring to reserve and rent the Clubhouse must provide the Association and/or its designee with a current copy of the executed lease for their respective home within the Community. No oral or non-written leases will be acknowledged.

2. The undersigned or an immediate family member residing with the undersigned at the above-identified address must always be present at the Clubhouse during the Event.

3. Due to fire code and building occupancy ratings, no more than eighty-five (85) people may be in attendance and within the Clubhouse at any given time during the Event.

4. All Event activities shall be confined to the Clubhouse and the associated common areas and grounds. While the pool and pool deck area may be used by the undersigned and their guests during the Event, the undersigned acknowledges and agrees that **such use is not exclusive and that other homeowners and their guests may use the pool and pool deck area during the Event and that the undersigned will not attempt to prevent or discourage such concurrent use and enjoyment.** No tables, chairs or decorations shall be placed on or about the pool and pool deck area.

5. The undersigned is responsible for ensuring that its guests are made aware of and comply with all applicable Rules & Regulations of the Association concerning the use of the Clubhouse and related facilities during the Event.

6. Bounce houses, trampolines, water slides, inflatable slides, inflatable mazes, portable playground equipment, batting cages, carnival games, petting zoos, fireworks, and pony rides **ARE NOT PERMITTED** on or about the Clubhouse and the associated common areas and grounds.

7. The use of electronic cigarettes vaporized "vape" smoking devices or the smoking of pipes, cigars, cigarettes and/or any other tobacco products **IS NOT PERMITTED** in the Clubhouse.

8. The undersigned acknowledges that the Clubhouse is located in a residential neighborhood and agrees to respect the right of privacy and peaceful enjoyment of the residents in the community. Any noise or activity by the undersigned and/or their guests that unreasonably disturbs or disrupts the peaceful and harmonious nature of the community shall be deemed a violation of this Agreement.

9. The undersigned agrees that it shall not conduct nor permit its guests to conduct any illegal or illicit activity upon or about the Clubhouse premises and the associated Association Common Property areas and grounds.

10. The undersigned shall, at its sole cost and expense, obtain any and all permits, licenses and/or governmental approvals necessary and/or required in connection with the Event (if any).

11. **Special Event Clause** - If alcoholic beverages will be served or are served during the Event, **this paragraph 11** shall apply. The undersigned shall observe and comply will all applicable laws relating thereto. Furthermore, the undersigned shall obtain "Special Event" **Liability Insurance for the day of the event for property damage insurance with limits of not less than One Million Dollars (\$1,000,000.00) for injury or death to persons and Three Hundred Thousand Dollars (\$300,000.00) in property damage coverage.** The Association shall be named as an additional insured under such policy or policies of insurance, and the same shall be fully paid and effective as of and during the date of the Event. The undersigned shall, at the time of submission of this Agreement, deliver to the Association or its designee, a certificate or other written evidence of compliance with the foregoing insurance requirements. Notwithstanding the foregoing insurance requirements, the undersigned is fully and solely responsible for taking reasonable precautions to ensure that their guests do not operate a motor vehicle while intoxicated.

Initials: _____

12. On the day of the Event, the undersigned shall arrange for and conduct a physical inspection and walk-through of the Clubhouse and related facilities for the purpose of identifying any existing damage and/or defective conditions needing repair. The undersigned is solely and exclusively responsible for documenting such damage and/or defective conditions, and for reporting the same, in writing, to the Association. Any failure to document and report any damage or defective conditions prior to the Event may result in potential liability for the cost and expense of repairing such defective conditions and/or restoring such damage.

13. No birdseed, rice, confetti, silly string, glitter or other substitutes shall be used or allowed in the Clubhouse and/or on the Association Common Property areas or grounds.

14. No nails, tacks, pins and/or adhesives (other than removable tape) shall be used to hang and/or affix decorations. The undersigned shall be responsible for repairing and restoring any damage caused to the Clubhouse walls, ceilings and/or floors in connection with the affixing of any decorations for the Event. Under no circumstances shall existing Clubhouse decorations be removed or taken down.

15. All guests parking shall comply with the Associations Declarations Section 7.10 Motor Vehicles, Florida Statute §715.07 - Vehicle Towing and the Association Parking Rules & Regulations, attached is "**Exhibit A**". Under no circumstances shall the undersigned permit any guest to park upon any Association Common Property areas or vacant land and all street parking shall be confined to those portions of the south side of Barton Farms Boulevard and the west side of Harvest Drive **that do not have sidewalks located adjacent thereto**. The undersigned shall be responsible for ensuring that their guests comply with the foregoing and further acknowledges that **any violation of the Parking Rules & Regulations can and may result in the towing of offending vehicles.**

16. The minimum rental period for the Clubhouse is five (5 Hrs.) **including time for set-up prior to and clean-up after the Event**. A Clubhouse rental fee of One Hundred Fifty Dollars (\$150.00) [the "**Rental Fee**"] shall be due and payable to the Association at the time of submission of this Agreement, regardless of whether the Event is scheduled for less than the minimum rental period. Please initial the agreement section below, "**Initials for (5) Hrs.**". For renting the clubhouse for **(5- 10) Hours**, initial the section "**Initials for (10) Hrs.**".

The undersigned desires to rent the Clubhouse for the minimum period of (5) hours for a total Rental Fee of **one hundred and fifty** Dollars (\$150.00). If a (5) Hrs. If this is an evening contract the renters must leave the community parking lot and roadways after cleanup by 11:00 PM due to the current Nuisance Policy of the Association.

Initials for (5) Hrs.: _____

17. The maximum rental period is **(10)** hours, with all rental events closing at 10:00 PM local time. The renters must leave the community parking lots after cleanup by 11:00 PM due to the current Nuisance Policy of the Association. The undersigned hereby requests and agrees to rent the Clubhouse for **(10)** hours for a total Rental Fee of _____ two hundred _____ Dollars (\$200.00).

Initials for (10) Hrs.: _____

18. The undersigned shall immediately clean the Clubhouse upon the conclusion of the Event and shall: (i) remove all decorations and personal effects all Clubhouse furniture to its original position and location; (ii) sweep and clean the Clubhouse floors; (iii) pick up and remove all trash and take the same home for disposal; (iv) clean the kitchen (including the floors) and any appliances used, and confirm that the oven/stove, if used, has been turned off; (v) clean the bathrooms; (vi) all three Clubhouse thermostats to 76 degrees; (vii) turn off all lights, including inside and outside lights (except for the light in the cupola, which must remain illuminated at night); (viii) lock and secure all windows and doors (if window/glass door breakage occurs during the Event, the undersigned is responsible for securing the premises prior to departure); and (ix) document, in writing, any damage to the Clubhouse that occurred during the Event.

19. At the time of submission of this Agreement, the undersigned shall remit to the Association, by separate check, a security deposit in the amount of Three Hundred Dollars (\$300.00) [the "Security Deposit"]. The Security Deposit shall be returned to the undersigned **if and only if** all of the terms and conditions of this Agreement are fully and completely performed and observed and after a representative of the Association has completed a post-Event inspection of the Clubhouse and found the same to be in the same condition as existed immediately prior to the Event. If the Association determines that damage has occurred to the Clubhouse (and/or any personal property within the Clubhouse) as a result of or in connection with the Event, the undersigned agrees that the Association shall be entitled to use the Security Deposit to repair and/or restore the damage and should the cost thereof exceed the amount of the Security Deposit, the undersigned agrees to promptly reimburse the Association for such costs, upon demand therefor.

Initials: _____

20. The undersigned may cancel its reservation of the Clubhouse up to (1) week prior to the proposed date of the Event, whereupon the Rental Fee and Security Deposit shall be refunded and returned in full. Should the undersigned cancel its reservation of the Clubhouse less than one (1) week prior to the proposed date of the Event, the Association shall be entitled to retain the sum of One Hundred Dollars (\$100.00) as a cancellation fee and shall return the remainder of the Rental Fee and Security Deposit to the undersigned.

21. Should the undersigned violate the terms of this Agreement, the amount of the Security Deposit to be forfeited shall be determined by the Board of Directors of the Association, in their sole discretion, upon a review of the circumstances. Such decision shall be final and binding upon the undersigned.

22. **THE UNDERSIGNED EXPRESSLY AND KNOWINGLY ASSUMES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR THE RENTAL OF THE CLUBHOUSE, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION, ITS BOARD OF DIRECTORS, THEIR AGENTS AND THEIR RESPECTIVE SUCCESSORS IN INTEREST HARMLESS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ACTIONS, LIABILITIES, LOSSES, PENALTIES, FINES, COSTS AND/OR EXPENSE OF WHATSOEVER KIND AND/OR NATURE (TOGETHER WITH COURT COSTS, EXPENSES OF DEFENSE AND REASONABLE ATTORNEY'S FEES), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE EVENT AND/OR THE RENTAL AND USE OF THE CLUBHOUSE, INCLUDING, BUT NOT LIMITED TO, INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ANY PROPERTY, WHETHER FORESEEN OR UNFORESEEN.**

Submitted this _____ of _____

By: _____

A \$300.00 Security Deposit is Required upon Signing of the Agreement and

Accepted on behalf of the Association by

:
Name: _____

(HOA) Representatives Signature

Roy A. Rianharet

379-8873

EXHIBIT "A"

RULES AND REGULATIONS CONCERNING PARKING OF MOTOR VEHICLES

Laurel Lakes Association, Inc. (the "Association")

Approved by the Board of Directors in June, 2011

Effective Date - October 16, 2011 (revised January 24, 2018 Florida Statutes)

In accordance with the rights of the Association set forth in Section 3.07(e) of the Master Declaration of Easements, Covenants and Restrictions for Laurel Lakes, Inc. (the "Declaration"), the following Rules & Regulations Concerning the Parking of Motor Vehicles are hereby adopted and set forth by the Board of Directors of the Association:

1. Purpose. The purpose of these Rules & Regulations is to protect the safety and welfare of the owners and residents within the Community. These Rules & Regulations are intended to supplement the provisions of Section 7.10 of the Declaration and to establish a uniform manner of enforcement thereof.

2. Additional Parking Restrictions. In addition to those parking restrictions contained in Section 7.10 of the Declaration, no motor vehicle, including any conventional passenger automobile (as defined in the Declaration), whether belonging to an owner, a member of the family of an owner, a tenant or the guests and/or invitees thereof, shall be parked on or along any street, roadway, and/or accessway located upon the Common Property during or between the hours of 12:01 AM until 5:00 AM weekdays and 1:00 AM until 5:00 AM on weekends, provided, however, the foregoing restriction shall not apply on January 1st of each year, so as to accommodate celebrations of New Year's Eve/Day.

In addition, at no time shall any motor vehicle, including any conventional passenger automobile, whether belonging to an owner, a member of the family of an owner, a tenant or the guests and/or invitees thereof, be parked on or along any street, roadway, and/or accessway located upon the Common Property in violation of the following:

- (a) within fifteen (15) feet of a stop sign and/or intersection.*
- (b) within ten (10) feet of a center island and/or other traffic separator.*
- (c) within five (5) feet of any private mailbox.*
- (d) facing opposite the flow of traffic.*
- (e) blocking any private residence driveway.*
- (f) blocking, obstructing or materially impeding passage of pedestrian traffic on any sidewalk.*

(g) opposite another motor vehicle parked on the other side of the street, roadway and/or accessway, so as to impede the free-flow of two-way traffic and/or impeding the flow of any emergency vehicle(s) in response to any emergency within the Laurel Lakes Community (Florida Statutes 316 & 407 emergency vehicle easements for emergency vehicle right-of-way and access.

3. Towing of Vehicles. Any motor vehicle parked upon the Common Property in violation of Paragraph 2 above and/or Section 7.10 of the Declaration, shall be subject to towing and impound, at the expense of the owner thereof, without further notice from or warning by the Association. The Association shall contract with an independent third party

*towing company to enforce these Rules & Regulations as well as the restrictions contained in Section 7.10 of the Declaration, and such third party towing company shall be solely responsible and liable for the proper and effective enforcement thereof (subject to the terms and conditions of **Florida Statutes 715.07**, as such may be amended from time to time) and neither the Board of Directors of the Association nor the Association shall have any liability in connection therewith.*