

**Bermuda Bay Condo Association
Clubhouse Usage Agreement
Release of Liability and Indemnification**

Bermuda Bay Condominium Association, Inc. (hereinafter, the “Association”) is the owner of the clubhouse and related facilities (hereinafter, the “facilities”), located within the Association in Pinellas County, Florida.

The Association, by its execution of this Agreement, has approved the use of the facilities as described herein, subject to all applicable laws, rules and regulations, and subject to the Association’s receipt of a \$100.00, as well as a refundable security deposit in the amount of \$300.00 for RESIDENT users. Security deposit refunds are subject to an inspection of the facility after the event, as well as complete adherence to the “Clubhouse Rules” (see and initial) attached. Please make checks (two, separate) payable to **Bermuda Bay COA**.

The undersigned, _____, (the Resident/Applicant), has applied to the Association to use the Clubhouse as follows:

Applicant Address: _____

Purpose: _____

Date of Event: _____

Phone: _____

Time of Event (ALL Events shall end by 11:00 p.m.): _____

Maximum Number of Attendees (NOT TO EXCEED 50): _____

The Association has consented to the above use by the Applicant, its agents, employees and invitees.

In Consideration of the Association’s permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the Association, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the Association, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the Association, its agents or employees.

As further consideration for the Association’s permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the Association, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or

property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the Association, its agents or employees.

Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.

If additional damage is done beyond the \$300.00 security deposit, the Applicant will be responsible for payment of all corrective action necessary. Failure of the Applicant to pay within ten (10) days of written demand will result in the amount due and owing to be defined as an individual assessment and all rights and obligations associated with individual assessments as allowed by the Declaration of Covenants, Conditions and Restrictions shall apply.

Resident:

Signature

Print name

Date

Unit Owner (if not same as above):

Signature

Print name

Date

Bermuda Bay Condominium Association, Inc.

By: _____

Date _____

**Please return full signed application and funds to
the Bermuda Bay office or mail to:
4201 38th Ave. S., St. Petersburg, FL 33711
Tel: (727) 864-0735 Fax: (727) 864-0870**