

Bermuda Bay Condo Association Clubhouse Rental Agreement

NOTE: By Board Resolution, the clubhouse is not available for rental on the following regular holidays: New Year's Eve and Day, Memorial Day, Easter, 4th of July, Labor Day, Thanksgiving, Christmas Eve and Day.

The clubhouse and related facilities (which does not include the pool area) are be available for rental by residents. Rentals are on a first come, first serve basis, with a security deposit in place to reserve the date and time. Rental Fees and Security Deposits for residents are as follows: Rental Fee \$100.00; Security Deposit \$300.00. Rentals may begin as early as 9:00 a.m. and must terminate by 10:00 p.m. Sun-Thurs and 11:00 p.m. Fri., Sat. Rental is for maximum of four hours, including set up and cleaning.

1. I, _____, hereby make application for the rental of the clubhouse.

Applicant Address: _____

Phone: _____

Purpose: _____

Date of Event: _____

Time of Event (ALL Events shall end by 10:00 p.m. Sun-Thurs, 11:00 p.m. Fri., Sat.):

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

As the owner of the unit, I am aware that I am responsible for compliance with the rules below and am further aware that damages or fines that occur as a result of this clubhouse rental that exceed the \$300.00 deposit may be charged to my unit.

For Absentee Owners Only: I am granting my tenant/renter, _____, who resides at my Bermuda Bay Condominium Association unit # _____, permission to rent the clubhouse and am aware I am responsible for all activities, costs, and rules noted below for this rental.
_____ initial

1. I enclose herewith:

- a. One check for the rental fee: \$100.00
- b. One check in the amount of \$300.00 as a deposit.

Both checks and this completed form must be at Bermuda Bay Condo Association office a minimum of 7 days prior to the event date.

2. I understand that:

- A. The clubhouse is available for rental only by residents of Bermuda Bay.

- B. Activity cannot be advertised to any groups outside of Bermuda Bay residents.
- C. The authorized renter **MUST BE PRESENT** at all times while guests are in the clubhouse.
- D. The authorized renter **understands that children are to be supervised at all times. Estimated number of children to be present: _____**
- E. The clubhouse cannot be used for money raising purposes by an individual or organization other than the association.
- F. No religious, commercial or outside organization is permitted use of the clubhouse facilities, even though a homeowner/tenant is a member of the organization.
- G. Glass beverage containers are **NOT** permitted at the clubhouse.
- H. Furniture shall **NOT** be removed from the clubhouse at any time.
- I. All equipment, furnishings and property of the Association shall be found in the same condition after use of the clubhouse.
- J. Any event held in the clubhouse on Sunday through Thursday will end and clean up completed no later than 10:00 P.M.; or if on Friday or Saturday no later than 11:00 P.M. I will vacate the clubhouse by the above designated time. Should that fail to occur, my deposit will be forfeited.
- K. This rental does not include use of the pool or the pool facilities and the event will in no way inhibit access to the pool or the bathroom facilities that are located by the clubhouse. **Neither my guests nor I will access the pool or hot tub during the event.**
- L. Guests at the Clubhouse will not exceed 50 people.
- M. **Smoking is prohibited in the clubhouse.**
- N. Any COA Board member may stop in during a party if there is any indication rules and regulations are being violated.
- O. Renter is to ensure that no music will be played loud enough to be heard outside of the clubhouse and that the event will in no way disturb the peace and tranquility of the other residents.
- P. Renter, not the Condo Association, am liable for any loss, theft, injury, accident, etc. resulting from the use of the Clubhouse and that I am responsible for and will assume liability for the actions of my guests at this event.
- Q. Depending on the type of activity, the renter may be required to purchase Special Event insurance with "Bermuda Bay Condo Association" specifically named as an additionally insured.
- R. I will meet with a representative of the Association before and after the above rental period to verify the condition of the facility. I will be given the keys at the meeting prior to the rental and will return the keys at the meeting after the rental.

3. I further understand that violations of these rules can result in loss of renter's deposit:

- A. Thermostat should be set to 85 degrees when leaving and all sliding doors must be locked.
- B. Renter is responsible for cleaning the clubhouse. This includes:
 - a. Cleaning kitchen countertops, stoves, refrigerator
 - b. Sliding doors should be clean of fingerprints
 - c. Trash must be removed from deck and taken to the dumpster.
 - d. Sweeping floors
- C. I will assume responsibility for any and all damage to the Clubhouse; that my deposit will be used to defray any and all costs that are incurred to repair such damage and further that I will be responsible for any and all costs that are incurred in repairing damages in excess of my deposit.
- D. If any of the keys to the Clubhouse are lost, all of the locks will have to be changed and costs for this expense will be deducted from my deposit.
- E. If the Board of Directors, at its sole discretion, determines that the event has caused a disturbance, my deposit may be forfeited, and future Clubhouse privileges may be suspended. Such forfeiture is dependent upon the outcome of any appeal that I may choose to lodge with the Association's Board of Directors.
- F. Cancellations must be made at least 3 business days ahead of my reservation or my rental fee may be forfeited.

I, the undersigned, have read and agree to comply with the Bermuda Bay's Rules and Regulations pertaining to the rental of the clubhouse and accept full responsibility for any damage and/or problems that might be caused by my guests, including unruly behavior or any sort of violation of the Association's Rules and Regulations. Any breach of these rules may result in full loss of deposit and prevent future rentals.

Condo Owner's Signature: _____ Unit: _____

Sell Phone: _____

Renter's Signature (If Applicable) _____

Renter's Phone _____ Date: _____

**Return To: Bermuda Bay Condo Association Office
4201 38th Ave. S., St. Petersburg, FL 33711
Tel: (727) 864-0735 Fax: (727) 864-0870**