

CLUBHOUSE HOUSE RENTAL AGREEMENT

This agreement is entered into by and between WESTWOOD COMMUNITY FIVE ASSOCIATION INC. ("ASSOCIATION") and _____ (OWNER), based upon the following terms and conditions :

Whereas, Association is a homeowners association operating pursuant to Charter 720, Florida Statutes, and is the entity responsible for the operation of the residential community in Broward County, Florida , known as Westwood Community Five ,which includes a clubhouse and other recreational facilities..

Whereas , Owner is the owner of the real estate property at _____, which is a residence within the community operated by the association and subject to the terms and conditions of the governing documents of the community;

Whereas, Owner wishes to rent a portion of the clubhouse (THE HALL) for a private function , Said clubhouse or any other recreational facilities within the jurisdiction of Westwood Community Five Association , Inc . is for personal use by the membership only. Groups and or clubs wishing to use clubhouse as a meeting place MUST seek approval from board and then must be membership based

Whereas, Association agrees to lease the described portion of the clubhouse to Owner on the terms and conditions set forth below.

NOW, THEREFORE , in consideration of the terms , conditions and agreements set forth herein , which both parties acknowledge to be sufficient, the parties agree as follows:

- 1- The portion of the clubhouse (THE HALL) shall be leased by Owner on _____, 201_ , between the hours of 7:00am and mid night 12:00PM The Owner acknowledges and accepts that even during the event security cameras will remain in use . The view and or positioning of any security camera shall not be altered in any way by any renter , if it is found that any security measures have been altered and or tampered with you WILL BE REMOVED FROM THE PROPERTY IMMEDIATELY.
- 2- The Owner agrees that the main hall, the kitchen area are parts of the clubhouse they will have exclusive rights to during the rental period . The Owner also acknowledges that even though by executing this contract Owner will be

responsible for both men's and women's restrooms .The restrooms will remain accessible to anyone in the game room or pool areas also.

- 3- Owner tenders herewith a security deposit in the amount of 200.00 by cash, money order, or certified check , which is held and may be applied to cover the cost of repairs for any damage done to clubhouse or any commons areas within Association jurisdiction, regardless of damage being accidental or coincidental. Additionally Owner shall tender a 200.00 check for administrative fees of clubhouse rental.
- 4- _____ Owner shall clean up and restore the clubhouse to condition Owner received clubhouse within the rental time frame set forth in paragraph 1. If Owner fails to restore and return clubhouse within time frame outlined within this agreement , Association may undertake clean up and in addition to a 25.00 per hour charge ,may also deduct from the security deposit any funds it deems necessary to restore clubhouse to its original state. Should the clean up or damages exceed the security deposits the Owner shall be responsible for the balance ,to be paid in full by cash money order, or certified check ,after being invoiced .
- 5- Owner agrees to indemnify and hold harmless the Association , its board members, officers and employees for any claims of any kind whatsoever arising from Owners use of clubhouse pursuant hereto. Including , but not limited to allegations of negligence of any kind ,acts of GOD which may render clubhouse uninhabitable, or malfunctions such as plumbing ,mechanical and or electrical systems .If any such occurrence not deemed the fault of the Owner a full refund will be returned by the Association to the Owner .
- 6- Owner submits herewith as a pre-requisite for approval to use clubhouse , proof of insurance ,with general liability limit of no less than 100,000.00 naming the Association as additional insured for the entire rental period .
- 7- Owner agrees that a cancellation fee of 50.00 may be deducted from the security deposit in the event the Owner cancels with notice less than two weeks before the time and date set forth in paragraph 1 of this document .Notice is to be in written form
- 8- Owner agrees to use clubhouse in strict accordance to all rules and regulations pertinent thereto. Owner can access all regulations and rules at www.westwoodfive.com.

9- Owner agrees that Owner shall have no right to use clubhouse for the purposes set forth herein unless and until application is approved by the board of directors at a properly noticed board meeting and a board member or officer executes this agreement ,as duly and specifically authorized at such properly noticed board meeting

DATED THIS _____ DAY OF _____, 201_____

OWNER _____

WESTWOOD COMMUNITY FIVE ASSOCIATION, INC

BY: _____