

VENEZIA LAKES HOA
CLUBHOUSE RENTAL PROCEDURES

1. The clubhouse is not considered rented, until the Agreement and appropriate checks are received from the Homeowner or registered tenant.
2. Two (2) checks (personal checks permitted only from owner):
 - 1) \$406.50 (Rental Fee, made payable to Venezia Lakes HOA) this payment includes the security guard fee of \$106.50.
 - 2) \$500.00 (Refundable Security Deposit, made payable to Venezia Lakes HOA). The deposit fee will not be cashed unless there are damages reported.
3. **NO ALCOHOLIC BEVERAGES ALLOWED.**
4. Events are scheduled for a 4-hour period and a 1 hour set-up and a 1 hour for cleanup (total of 6 hours). No event will be allowed to exceed past 11 P.M. and clean-up must be complete by midnight.
5. We will reimburse the deposit fee upon the receipt of the approved clubhouse checklist from the chosen security company.
6. Please verify that the homeowner or registered tenant is the person renting the facilities. Please include the check numbers and amounts on the agreement form and have the homeowner initial it as well as the APG employee arraigning the reservations. Please provide a copy of the agreement to the homeowner.
7. Maximum occupancy 155 persons.
8. 4 Rectangular tables fit 8 persons each 53 chairs
9. Kitchen has refrigerator, microwave and sink
10. No fireworks or pyrotechnics. OUTSIDE AREA CANNOT BE USED.

THIS LICENSE AGREEMENT ("LICENSE AGREEMENT") BETWEEN THE LICENSEE AND CLUBHOUSE OWNER IS SUBJECT TO THE TERMS AND CONDITIONS BELOW AND ON THE BACK OF THIS LICENSE AGREEMENT:

1. **ALCOHOLIC BEVERAGES:** Alcoholic Beverages are not allowed in the clubhouse or surrounding areas under any circumstances. ACCORDINGLY, CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THE CLUBHOUSE FACILITY IS AT THE SOLE RISK OF THE LICENSEE. Licensee agrees to unconditionally, fully and completely release the Clubhouse Owner, Venezia Lakes Homeowners Association, and any Club Manager from any and all manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgments, executions and demands whatsoever, respecting the presence or consumption of alcoholic beverages in or about the Clubhouse facility, all as more fully stated in Section 6 of this License Agreement.
2. **USE FEE:** (If applicable) THE USE FEE IS NON-REFUNDABLE (even if the function is subsequently cancelled by Licensee, except as noted in Section 9). The non-refundable Use Fee includes the cost of an inspection of the Clubhouse facility prior to and after the function to determine the condition of the Clubhouse facility.
3. **TAXES:** In and all federal, state, municipal, or other taxes imposed on or applicable to the function. For organizations claiming exemption from any of the foregoing taxes, it will be the responsibility of such organization to furnish the Clubhouse Owner with evidence of such tax-exempt status.
4. **CONDITION OF PREMISES:** The Licensee is responsible for all damage, expense and repairs required as a result of the Licensee's usage of the Clubhouse facility, and is responsible for cleaning and restoring the Clubhouse facility to the condition that existed prior to the function. Any damage, expense and repairs shall be considered Specific Fees and collected as such under the Venezia Lakes Homeowner Association Covenants. If the Clubhouse facility subject to this License Agreement, after inspection by a representative of the Clubhouse, Board member Owner, is deemed to be in good order (no damage, clean, and restored to the condition existing prior to the function), the full amount of the Refundable Deposit shall be refunded. If any damage, theft or loss of equipment is found, or if janitorial services are required, such costs for repairs, replacement and expenses will be considered Specific Fees. The Licensee is liable for all costs of repairs, replacements and the expense of janitorial services in full, and such expenses and costs will be taken out of the Refundable Deposit. If the Refundable Deposit is less than such expenses and costs, the additional amounts will be collected as Specific Fees, as provided in the Venezia Lakes Homeowner Association Covenants, and Licensee shall reimburse the Clubhouse Owner such additional amounts. In the event that the Clubhouse Owner must bring an action for damages against Licensee, Licensee shall pay all attorneys fees, paraprofessional fees and court costs, at trial and upon appeal, of the Clubhouse Owner.
6. **ASSUMPTION OF LIABILITY:** Licensee assumes all responsibility for the use of the Clubhouse facility and holds the Clubhouse Owner, any club member, Venezia Lakes Homeowners Association (collectively, the "Indemnified Parties") harmless for any damages, injuries, losses, or other consequential damages incurred by the Licensee or their guests as relates to the use of the Clubhouse facility. The Licensee assumes all responsibility for the conduct of all persons in attendance and for any damage done to any part of the Clubhouse facility during any such time that the Clubhouse facility is under the control of the Licensee, or the agents, invites, employees or independent contractors employed by the Licensee. The Licensee hereby indemnifies and holds harmless the Indemnified Parties against any claims, liabilities or costs (including reasonable attorney's fees, paraprofessional fees, insurance deductibles, and court costs), whether by reason of personal injury or death or property damages or otherwise arising out of or connected with the function of this License Agreement, caused or contributed to by the negligence of the Licensee or any guest, invites, or agents of the Licensee respecting the function of this License Agreement.
7. **NON-COMMERCIAL USE:** The use of the Clubhouse facility is for noncommercial, lawful uses only. The Licensee shall undertake to conduct the function in an orderly manner in full compliance with all applicable laws and regulations.
8. **PARKING:** All Parking Area Rules are to be observed by the Licensee and their guests.

9. **ACTS OF GOD:** If for any reason beyond the Clubhouse Owner's control, including but not limited to strikes, labor disputes, accidents, governmental regulations, lack of supplies, acts of war, acts of God, hurricane, hurricane warnings, tropical storm, or tropical storm warning, the Clubhouse Owner is unable to perform its obligations under this License Agreement, such nonperformance shall be excused, and the Clubhouse Owner may terminate this License Agreement without further liability of any nature, and shall return to the Licensee the Use Fee and Refundable Deposit. In no event shall the Club Owner be responsible for damages of any nature for any reason whatsoever, including without limitation, consequential or indirect damages.

10. **CANCELLATIONS:** If the Licensee cancels the function or otherwise terminates this License Agreement, or if this License Agreement is terminated by the Clubhouse Owner for breach thereof by the Licensee, the Clubhouse Owner shall be entitled to retain, as liquidated damages, the entire amount of the Refundable Deposit and the Use Fee, if any, to cover the administrative expenses and lost revenue of the Clubhouse Owner.

11. **NO ASSIGNMENT AND ADULT SUPERVISION:** This Agreement is not assignable. The Licensee must be an adult and be in attendance at the function at all times.

12. **DISPLAYS:** All displays and/or decorations proposed by the Licensee shall be subject to the prior written approval of the Clubhouse Owner in each instance. Any property of the Licensee or the Licensee's guests or invitees brought into the Clubhouse facility and left therein, either prior to or following the function, shall be at the sole risk of the Licensee, and the Clubhouse Owner shall not be liable for any loss or damage to any such property for any reason.

13. **PARTY RENTALS EQUIPMENTS AND ANIMALS:** No bounce house or related party rental are allowed on the common area or clubhouse. No animals are permitted in the clubhouse or common area.

14. **FURNITURE:** The furniture within the Clubhouse facility ("Furniture") may be arranged by the Licensee for the duration of the function. At the conclusion of the function, the Furniture must be returned to its original location. Under no circumstances may the Furniture be stacked on top of other Furniture, placed outside, or stored within the Fitness Center.

15. **SECURITY:** In order to maintain adequate security measures in light of the size and nature of the function, the Clubhouse Owner may provide, at Licensee's expense, or require the Licensee to provide, also at Licensee's expense, additional security staff. All security personnel shall be supplied by a reputable licensed guard or security agency doing business in Dade County, which agency shall be subject to the prior approval of the Clubhouse Owner. The access to the premises will be restricted only for the party personnel. The security personnel are to coordinate with the Clubhouse Owner, or its agents, and shall concern themselves only with access to the space reserved hereunder, restricting their presence to those areas of the Clubhouse facility.

16. **TRASH PICK-UP:** The Licensee is responsible for the removal of all trash at the end of the event.

The undersigned agrees to all of the terms of this License Agreement.

Licensee:

Name (Print)

Date of Event

Name (Signature)

Hours (Duration of Event)

Address

Number of Guests

Phone Number

Security Deposit and Use Fees

Phone Number (Alternate)

Today's Date