



Move-In/Move-Out & Delivery Policy

- *Moving, whether in or out, requires notice to the Association Management Office.
- *Moves are to be Monday thru Saturday only, between the hours of 8AM to 6PM. **NO MOVES will be scheduled for Sundays or National Holidays.**
- *Moving vehicles are permitted to park in designated areas only and **must not obstruct any driving or parking areas.** Trucks that exceed 35 feet in length will not be permitted to enter the property. **The truck's engine must be turned off during the moving process!**
- *Trailers will not be permitted to enter the property.
- *At no point may items be stored in the hallways, foyers, and balconies. They must move directly from the truck to the unit and vice versa.
- *Boxes can be disposed of by being broken down and brought to the Building Trash Room or Trash Compactor Area. No disposal of any packing materials is permitted on your floor or down the trash chute.
- *Moving companies must be licensed and insured and proof thereof is required.
CERTIFICATE OF LIABILITY INSURANCE MUST INCLUDE VILLAGE BY THE BAY AS THE CERTIFICATE HOLDER AND ADDITIONAL INSURED, WITH THE ADDRESS AND APARTMENT NUMBER.
- *Self-moves require a \$500 deposit, made payable to Village by the Bay Condominium
- *Unscheduled and afterhours moves are subject to Fines as levied by the Board of Directors.
- *Any damage to any of the common areas during a move is the responsibility of the owner and subject to repair charges.
- ***Onsite POD storage is STRICTLY PROHIBITED.**

Signature _____ Date _____

Signature _____ Date _____

Village by the Bay Condominium
3285 NE 184th Street | Aventura, FL 33160
Ph: 305.935.4472 | Fax: 305.935.4122



**VILLAGE BY THE BAY CONDOMINIUM
CLUBHOUSE PARTY/MEETING ROOM
COMBINED REGULATIONS AND USE AGREEMENT**

Party Date: _____

This Agreement is made this _____ day of _____, 20____, by and between Village by the Bay Condominium Association, Inc. (hereinafter referred to as the "Association") and _____ (hereinafter "Resident"), who reside(s) at _____.

WHEREAS, Resident is the owner or current lease-holding tenant of the above described unit, and is in good standing with Association, having no past due maintenance, outstanding fines and/or other fees payable to the Association; and

WHEREAS, Resident desires to reserve the exclusive use of the Association's Party/Meeting Room (hereinafter referred to as "Party Room."); and

WHEREAS, the Association is willing to permit the Resident the right to use the Party Room upon the terms and conditions hereinafter set forth.

1. The Party Room shall be available on a first-come, first-serve, reservation-only basis to Condominium Owners (hereinafter referred to as "Owner or Resident") or current Lease-holding Residents (hereinafter referred to as "Tenant or Resident") named herein who are 18 years or older and reside at Village by the Bay Condominium. The Resident named herein shall be in attendance for the full length of the event. The Resident named herein shall not be permitted to solicit and/or take gain and/or profit from the use of the premises.

The areas to be utilized per this agreement shall be limited to the Clubhouse Party Room and adjacent restrooms (hereinafter referred to as "the premises"). Reservations may be made in person only at the Condominium Management Office during regular business hours. Reservations for events must be made at least 14 full calendar days prior to the event day, but not more than 60 calendar days prior to the event day.

A reservation is made by signing this agreement and providing all required fees and deposit funds (as described below) to the Condominium Management Office. A photocopy of this signed agreement and any received checks or money orders will be provided to the Owner or Tenant at the time of the reservation. Owners shall be required to produce driver's license identification or passport at the time of reservation and Tenants shall be required to produce a current signed lease for their unit, as well as a driver's license or passport for identification. Residents must also provide a copy of their valid homeowner's insurance policy or renter's policy. Reservations will not be made without identification and/or lease copy and/or insurance information.

2. The hours of availability for use of the premises shall be limited to:

Sunday from 9:00 a.m. to 10:00 p.m.;
Monday through Thursday from 6:00 p.m. to 10:00 p.m.;
Friday from 6:00 p.m. to 12:00 midnight;
Saturday from 9:00 a.m. to 12:00 midnight.

All events, scheduled on a **Friday, Saturday or Sunday**, shall be limited to **six (6) hour** duration.

All events scheduled on a **Monday, Tuesday, Wednesday or Thursday** shall be limited to **four (4) hours**.

For events occurring on Sunday through Thursday, all persons as well as supplies, equipment and refuse related to the event, must be entirely out of and off the premises by 10:00 p.m. At 10:00 p.m. the front gate security officer will secure the building and area.

For events occurring on Friday and Saturday, all persons, as well as supplies, equipment and refuse related to the event, must be entirely out of and off the premises by 12:00 midnight. The security officer will then secure the building and area.

3. For all events there shall be a usage fee of \$100.00. This payment shall be in the form of a personal check, cashier check or money order payable to Village by the Bay Condominium Association, Inc. and shall be accompanied by this agreement signed by the Resident who reserves the premises.

Cancellation of a reservation must be made in writing, and delivered to the Management Office, no later than 7 days prior to the event taking place. Fees paid are non-refundable after that period.

4. For all events there shall be a \$1,000.00 deposit given to the Condominium Management Office at the time of the reservation. This \$1,000.00 deposit shall be held against any repairs necessitated as a result of any damage to the premises or the Condominium property occasioned by or in connection with the event. This deposit shall be in the form of a personal check or money order made out to Village by the Bay Condominium Association, Inc. and shall be accompanied by this agreement signed by the Resident who reserves the premises.

The Resident must inspect and report in writing any damage prior to the start of their scheduled event. Any damage observed by Management after the event, which has not been reported to the Management Office shall be the responsibility of the Resident and the cost of repair/replacement shall be deducted from the \$1,000.00 deposit.

5. For all events an additional \$250.00 check or money order deposit must be given to the Condominium Management Office at the time of the reservation. This \$250.00 deposit shall be held against any of the following:

- any cleaning of the premises that is required after the event has concluded;
- a late departure from the premises by the event attendees;
- any other violation of this agreement.

All event attendees as well as supplies, equipment and refuse must be off and out of the premises by the time prescribed in this agreement. The presence of any event attendees on the premises for more than 15 minutes beyond the scheduled departure time shall result in a forfeiture of the \$250.00 deposit.

In such case that the Resident has abided by all the terms of this agreement, the premises have been fully cleaned and the event finishes at the time prescribed in the agreement, the \$250.00 deposit will be refunded within 30 days upon written request by the Resident at the Management Office during regular business hours. Refunds will be made to the Owner or Tenant only, and driver's license identification or passport shall be required to reclaim the deposited funds. If one or both of Resident's deposit checks is returned by the bank for insufficient funds or for any other reason, the Association may cancel the event. In such case a \$50.00 fee will be charged to the Resident for each returned check and/or deducted from the deposit.

Failure to abide by any terms of this agreement shall result in forfeiture of the full amount of \$250.00. There are no exceptions.

6. When using the premises, Resident agrees that he or she shall, at all times, assume full responsibility for the actions of event attendees while such attendees are on the Condominium Property. Event attendees shall include all persons coming to the property for the purpose of participating in the event. Event attendees shall include family members, relatives, friends, guests, employees of any type, caterers, and entertainers (paid or unpaid). Resident shall at all times regulate the behavior of all of the above described event attendees so as to be in full conformity with the rules and regulations of the Condominium Declaration, as well as federal, state and local laws.

7. Resident further agrees that they shall, at all times, assume full responsibility for any and all, direct or indirect, personnel injury or property damage which may result from the process of, or in the course of, the holding of the event. Full responsibility shall be assumed by the Owner or Lease-holding Resident for any accidents, fire, property theft, property vandalism which may result from the holding of this event.

8. When using the premises, Resident agrees that he/she will conduct the function in accordance with the following stipulations.

- The total number persons (including family members, guests, entertainers, caterers and all others) attending a given event or function shall in all cases be limited to thirty (30) persons. In such case that the number of guests attending an event (using the premises) is observed, at any time, to be more than the maximum allowable number stipulated above, the event shall be stopped immediately.

- If Resident holds an event that involves persons under the age of 18 years, Resident must provide adult supervision for the under-age persons at a ratio of 1 adult per each group of 4 persons under the age of 18 years.
- No alcoholic beverages may be consumed by event attendees at the property swimming pools or the hot tub.
- Food and/or drinks of any kind shall at all times be limited to the Party Room or terrace.
- Decoration of the premises shall be entirely limited to the interior of the Party Room. The Clubhouse veranda and the pool deck shall not be decorated in any manner. No furniture, portable bars, light fixtures or any type of entertainment or show fixture shall be moved onto the pool deck or clubhouse veranda overlooking the swimming pool deck.
- No live music of any type shall be permitted at any event. Recorded music shall be set up entirely inside the Party Room. No recorded music, DJ, or other, shall be permitted on the Clubhouse veranda deck or on the pool deck. Any music accompanying the event will be played at a volume level so as to not disturb the peace of the other property residents.
- No pyrotechnic devices of any kind or open flames of any kind (including candles or torches) shall be used anywhere on the premises. Furthermore, no specialized lighting of any kind may be used anywhere on the premises, with the exception of the interior of the Party Room.
- Attendees will only park in regular guest parking spaces and will not park along property drives or roads. Vehicles parked along the drives, in reserved parking spaces or along the main roads will be towed without warning. All guest vehicles must display a current, valid VBTB guest pass.

In such case that one or more complaints are lodged during the course of an event by an Owner or Lease-holding Resident, or in such case that the Police are called by the same to the premises, the function will be immediately stopped and all guests instructed to leave the premises.

Association reserves the right to waive/modify any portion of this agreement. Said waiver must be in writing and signed/initialed by an authorized Association representative.

9. Resident hereby agrees to indemnify and hold harmless the Association and its officers, directors, employees and management for and from any and all losses, claims, damages, actions and liabilities, including, without limitation, claims for property damage, personal injury or death, arising from or connected with Resident's use of the Clubhouse or any other Association Property or Resident's violation of any Rule or applicable law, code or ordinance with respect to the use of the Clubhouse, including attorney's fees at the trial and appellate level(s), WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, MANAGEMENT OR OTHERWISE. Resident hereby waives any claims covered by the foregoing indemnity, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, MANAGEMENT OR OTHERWISE. Resident's agreement to indemnify and hold harmless the aforesaid parties shall include attorney's fees and costs actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken there from. The Association has the right to limit the use of the Party Room by a Resident to one event per calendar month.

Without limiting the generality of the foregoing, Resident recognizes and agrees that the Association's sole liability with respect to the Party Room and the persons using same is to provide for the use of the Party Room. Neither the Association nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of the Party Room. **THE USE OF THE PARTY ROOM IS AT ALL TIMES AT RESIDENT'S SOLE RISK.**

10. All notices by either party to the other provided for in this Agreement shall be in writing and sent addressed to Resident at address listed herein; and addressed to the Association at:

Village by the Bay Condominium Association, Inc.
3285 N.E. 184 Street
Aventura, FL 33160

11. This agreement shall be governed by, and its provisions shall be interpreted and construed according to the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, Florida.

12. In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred.

13. This Agreement may not be assigned. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Whenever a neutral singular pronoun refers to Resident, same shall be deemed to refer to Resident if Resident be a corporation, a partnership, an individual, or two or more persons. All pronouns and words in this Assignment shall be read in the appropriate gender, and the masculine and the feminine shall be interpreted interchangeably, as the circumstances require.

14. Association reserves the right to cancel this Agreement without notice in the event a hurricane watch and warning is posted within seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall not be responsible for any costs incurred by Resident in connection with the canceled function.

I/WE DECLARE THAT I/WE AM/ARE THE OWNER(S) OR LEASE-HOLDING RESIDENT(S) OF APARTMENT NUMBER: _____ AT VILLAGE BY THE BAY CONDOMINIUM.

I/WE REQUEST THE USE OF THE PREMISES ON:

DAY: _____ DATE: _____

FROM: _____ AM/PM TO: _____ AM/PM

PARTY OCCASION: _____

TOTAL NO. OF GUESTS ATTENDING: _____

I/WE HAVE CAREFULLY READ ALL OF THE ABOVE ITEMS (ALL PAGES) RELATING TO THE USE OF THE "PREMISES". BY SIGNING BELOW, I/WE DO HEREBY AGREE TO ABIDE BY, AND BE BOUND BY, ALL OF THE ABOVE OUTLINED AGREEMENT STIPULATIONS.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date and year first above written.

Signature of Owner/Lease-holding Resident: _____

Signature of Authorized VBTB Representative: _____ Title: _____

To be filled out upon collecting deposits:

I, _____ acknowledge receipt of my Party Room deposits of:

\$ _____ on _____.

\$ _____ on _____.

Signature of Unit Owner/Lessee

Date