

PINE VISTA CLUB RULES **AND REGULATIONS**

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PINE VISTA CLUB RULES AND REGULATIONS

The rights and obligations of each Member of Pine Vista Club (the “**Club**”) are set forth in Pine Vista Club Plan, as amended (the “**Club Plan**”), and in these Rules and Regulations. All initially capitalized terms shall have the meanings set forth in the Club Plan.

1. Membership

1.1. Members

Every Owner and Lessee shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner and Lessee per Home or Lot. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner shall remain responsible for payment of all Club Dues. Owner and Lessee shall be jointly and severally liable for all Club Dues.

1.2 Lessees

The lessee named in any written lease respecting a Home or Lot who is legally entitled to possession of any rental Home or Lot within Pine Vista. Owner and Lessee shall be jointly and severally liable for all Club Dues.

1.2.1 Application

Each Lessee must submit an application to Club Manager along with a copy of his or her lease, obtain a Lease Certificate of Approval from the association and obtain a membership card (“**Membership Card**”) before his or her membership rights will be recognized. Each Lessee shall notify the Club of any changes in the terms of such lease.

1.2.2 Expiration of Lease

A Lessee’s status as a Member will terminate upon the earlier of the expiration of the lease or termination of Lessee’s rights of occupancy under such lease.

1.3 Corporate and Partnership Members

If a Home or a Lot is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Home on a Lot who will be the Member of the Club with respect to such Lot.

1.3.1 Application

Each officer, director, or partner must submit an application to Club Manager and obtain a Membership Card before his or her membership rights will be recognized.

1.4 Immediate Family Members

Immediate Family Members shall mean the spouse of the Member and all unmarried children twenty- one (21) years and younger of either the Member’s spouse. If a Member is unmarried, the Member may designate one other person who is living with such Member in the Home in addition to children of the Member as an adult Immediate Family Members. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is residing with the Member within the Home.

1.5 Guests

A person shall be deemed a guest (“**Guest**”) if he or she enters the Club Facilities at the invitation of a Member or an Immediate Family Member. All Guests must be accompanied by a Member when using the Club Facilities. Only (4) guests per home are allowed in the pool area, (1) guest is allowed for the fitness center.

A Guest that wishes to use the Club Facilities without a Member present MUST purchase a guest pass (“**Guest Pass**”) and sign a waiver form before using the Club Facilities. Only Guests sixteen (16) years of age or older may be issued a Guest Pass. Only Guests holding a Caretaker Pass (hereinafter defined) or Guest Pass may access the Club Facilities without being accompanied by a Member or an Immediate Family Member.

A Guest Pass is non-transferable.

GUEST PRIVILEGES MAY BE CHANGED AT ANY TIME BY THE CLUB OWNER.

1.5.1 Caretaker Pass

A caretaker or other person who provides care to a Member or an Immediate Family Member while within the Club Facilities is deemed to be a Guest. A Member must obtain a caretaker pass (“**Caretaker Pass**”) for household staff for use of the Club Facilities. Persons utilizing such Caretaker Passes are only permitted on Club Facilities during their hours of employment and in the company of the person they are supervising. Members must purchase a Membership Card for their caretaker. The Caretaker Pass is non-transferable.

1.5.2 Guest Passes

Guest Passes give Guests access to the Club Facilities. Guest Passes may be purchased at the Club Manager’s office. A person may be a Guest for no more than thirty (30) days in a calendar year.

1.6 Membership Cards

A Membership Card shall be issued to each Member and each Immediate Family Member who is sixteen (16) years of age or older.

1.6.1 Requirement to Present Card

Membership Cards, Caretaker and Guest Passes must be presented when requested for use of the Club Facilities.

1.6.2 Transfer of Membership Cards

Membership Cards are not transferable. A Membership Card may not be used by any person other than the person to whom it is issued. Membership Cards are property of the Club.

1.6.3 Lost Membership Cards

You must immediately notify the Club in writing of a lost or stolen Membership Card. The replacement fee for a Membership Card shall be established from time to time by Club Owner. If an unauthorized person uses the Membership Card, the Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

2. The Club Facilities

2.1 Supplemental Rules

Before using the various Club Facilities, a Member should inquire about supplemental Rules and Regulations. For example, Club Manager or Club Owner may promulgate supplemental or additional rules respecting the pools and the fitness center from time to time.

2.2 The Clubhouse

The Clubhouse shall be open on the days and during the hours established by Club Owner.

2.3 Special Functions and Parties

Certain Club Facilities may be used for private functions, subject to availability, only with the prior consent of Club Manager and/or Club Owner, upon execution of a license agreement and upon payment of all applicable fees, deposits and costs thereof. The sponsor of the private party shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private parties. The Areas shall not be used for any profit-making or religious activities. No advertising will be permitted and no charge or admittance fee will be allowed nor is it to be charged by the Applicant for the event. Such use shall also be subject to the covenants and restrictions included in the Party Rental Reservation Agreement.

2.4 Alcoholic Beverages

No Member may enter or leave the Club Facilities with any alcoholic beverage, unless such beverages are served at a party with a signed license agreement, including a liquor waiver, which may include a security guard.

2.5 Smoking

Smoking, including cigarettes, cigars, electronics cigars and pipe smoking, is not permitted within any of the Club Facilities including, but not limited to, the outdoor patio and pool areas.

2.6 Attire

Shirts and shoes must be worn at all times when on the Club Facilities, except in the pools and adjacent patio areas.

2.7 Minors

Minors fifteen (15) years and under are not permitted to use the Club Facilities without adult supervision. Minors sixteen (16) years of age and older may use the club facility either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the property in the Club Facilities caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

2.8 Hours of Operation

The Club Owner shall set the scheduled hours of operation for the Club Facilities. No Member shall be permitted to use the Club Facilities other than during such hours of operation.

3. General Rules

3.1 Advertisements and Pamphlets

Commercial advertisements, private announcements, pamphlets, and solicitations shall not be posted or circulated in the Club without the prior written approval of Club Owner.

3.2 Bikes, Skates, and Hover Boards

Skates, in-line skates, skateboards, hover boards, and bikes may be used on paved driveways and sidewalks only for access to the entrances to the Club Facilities. None of the foregoing may be used in the Club Facilities at any time. All bikes must be stored in bike storage areas. Bike racks must be used if provided by Club Owner. Notwithstanding the foregoing, bikes left within the Club Facilities, bike storage areas and/or bike racks (if provided) are stored at such Member's own risk.

3.3 Club Employees

Members, Immediate Family Members, Supplemental Members and Guests may not abuse any of the employees of the Club, verbally or otherwise. Nor may any Members, Immediate Family Members, Supplemental Members or Guests engage in any disruptive behavior which would interfere with the day to day operations of the Club and its employees. All service employees are under the supervision of Club Manager and Club Owner and no Member, Immediate Family Member, Supplemental Member or Guest shall reprimand or discipline any employee or send any employee outside of the Club for any reason.

3.4 Pets

No pets are permitted on any portion of the Club Property including, without limitation, the pool area and any other areas of the Club Facilities.

3.5 Parking Areas

Self parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas. All "No Parking" signs must be observed.

3.6 Guns

Firearms and other weapons of any kind are not permitted on the Club Property at any time.

Subject to the requirements and exceptions of Florida Statutes Section 790.052 regarding off-duty law enforcement officers and correctional officers, all Club Members, residents, guests, family members, or invitees (collectively, “Members” for ease of reference in this Policy), are prohibited from carrying concealed weapons, as defined in Florida Statutes Section 790.06 (“Concealed Weapons”), on any Club Property unless the Member is transporting or storing the weapon in their vehicle. In no way does this Policy prohibit any Member from owning or keeping weapons in their own residence, vehicle, or from carrying weapons on their own property, subject to all applicable federal, state, and local laws and ordinances.

4. Responsibility for Personal Property and Persons

Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her Immediate Family Members, Supplemental Members and Guests, and the personal property of all of the foregoing. Club Owner is not responsible for any lost or stolen items.

4.1 Cars and Personal Property

The Club is not responsible for any loss or damage to any private property used or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas; equipment, jewelry or other possessions stored in lockers (if lockers are provided by Club Owner), on bicycles, or within cars; and wallets, books and clothing left in the pool areas.

4.2 Activities

Any Member, Immediate Family Member, Supplemental Member, Guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Property, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, Immediate Family Member, Supplemental Member or Guest. All Members, Immediate Family Members and Supplemental Members of a household shall be jointly and severally liable to Club Owner in connection with the foregoing.

4.3 Property Belonging to the Club

Property or furniture belonging to the Club shall not be removed from the room or area in which it is located or from the Club Facilities.

4.4 Indemnification of Club Owner and Club Manager

In addition, each Member, Immediate Family Member, Supplemental Member and Guest agrees to indemnify and hold harmless Club Owner and Club Manager, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, “**Indemnified Parties**”), against any and all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (“**Losses**”) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member’s Membership, including, without limitation, use of the Club Facilities by Members, Immediate Family Members, Supplemental Members and their Guests, or the interpretation of the Club Plan and/or these Rules and Regulations (and any supplemental rules and regulations) and/or from any act or omission of the Club or of any of the Indemnified Parties.

4.5 Attorneys’ Fees

Should any Member, Immediate Family Member, Supplemental Member, or Guest bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member, Immediate Family Member, Supplemental Member and Guest shall be liable, jointly and severally, to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney’s fees, paraprofessional fees, and court costs and expenses incurred at (or prior to) trial and upon appeal.

5. Obligation to Pay Club Dues

Each Owner of any Home located within Pine Vista shall pay for Membership monthly Club Dues in advance to Club Owner for each Home owned by such Owner as provided in the Club Plan.

5.1 Grace Period and Late Fee

A monthly payment of Club Dues shall be deemed past due if received after the 15th of the month. A late fee of a maximum of \$25.00 per month shall be payable for each past due monthly payment in order to cover the administrative costs of the Club in processing such late payment.

5.2 Bills

Annually, Club Manager, or an agent of Club Manager, will send Members bills with instructions for payment of Club Dues.

5.3 Suspension

Notwithstanding any suspension of Membership, an Owner shall remain liable for Club Dues.

6. Violation of Club Rules

6.1 Basis for Suspension

Membership rights of a Member, Immediate Family Member, or Supplemental Member (and the benefits for their Guests) may be suspended by Club Manager and/or Club Owner if, in the sole judgment of Club Manager and/or Club Owner:

Such person is not an Owner or Lessee;

An Owner or a Lessee submits false information on the Application for Membership;

The Member, Immediate Family Member or Supplemental Member violates one or more of these Rules and Regulations or restrictions provided in the Club Plan;

A Guest or other person for whom a Member is responsible violates one or more of these Rules and Regulations or restrictions provided in the Club Plan;

An Owner fails to pay Club Dues in a proper and timely manner; or

A Member, Immediate Family Member, Supplemental Member and/or Guest has injured or harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property on the Club Property or within the Club Facilities, whether belonging to a third party or to Club Owner.

Per Club Manager’s sole and absolute discretion.

6.2 Types of Suspension

Club Owner may restrict or suspend, for cause or causes described in the preceding section, privileges of any Member, Immediate Family Member and/or Supplemental Member (and their Guests) to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Manager and/or Club Owner may suspend the Membership of a Lessee if such Lessee’s Owner fails to pay Club Dues due in connection with a leased Home. In addition, Club Manager and/or Club Owner may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager and/or Club Owner may suspend the rights of a particular Member (and/or Immediate Family Member), or Club Manager and/or Club Owner may prohibit a Member (and/or Immediate Family Member) from using the pools or other Club Facilities. No Member whose Membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of Club Dues or any other fees. No Member whose Membership privileges have been fully or partially suspended will be able to reserve the Club Facilities. During the restriction or suspension, Club Dues shall continue to accrue and be payable for each billing period. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due to the Club are paid in full.

7. Pool/Spa Rules

7.1 Membership Cards

Everyone must register and present access membership cards and/or guest passes to Club attendants prior to entering the pools and the adjacent patio areas. Members shall keep membership cards with them and present the membership card to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

7.2 Risk of Use

Use of the pools is at the swimmer's own risk. Without limiting any other provision of these Rules and Regulations, each Member is personally liable for any injury to his or her Immediate Family Members, Supplemental Members and Guests using the pools. THERE IS NO LIFE GUARD ON DUTY. Each Member is

personally liable for any injury to themselves and his/her family and guests using the pool. Do not use water amenities if you are ill or drink or swallow water. The water is recirculated.

7.3 Equipment and Towels

Anyone sitting on the lounge chairs using the pool is required to sit or lie down on a towel. You are required to bring your own towels.

7.3.1 Equipment and Furniture

All equipment used for water classes (if provided) is the property of the Club and should be returned to the Club. Chaise lounges are available for Members' use at no charge. All persons using pool furniture must cover the furniture with a towel to prevent staining from suntan lotion. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible Member at their sole cost and expense.

7.4 Hours of Use

Swimming is permitted only during published open hours of the pools, which are subject to change. The pools are officially closed at dusk. Pool will be closed during rain/thunder/lighting/wind storms or when necessary for repairs/maintenance.

7.5 Showers

Showers are required prior to entering the pools to remove all suntan oils and lotions.

7.6 Aqua Classes

From time to time, classes (including, without limitation, so called "**Aqua Classes**") may be offered by the Club or upon payment of a fee for participation. When participating in scheduled classes, please check in on time, follow the directions of the instructor, and stay for the entire class. All persons participating in such classes understand that they do so at their own risk and may be required to execute a release of liability form.

7.7 Swimming Instructors

Members and/or Supplemental Members may not bring an independent swimming instructor into the pools as a Guest or otherwise. Swimming instructors may be available through the Club upon prior reservation and at charges to be set by the Club Manager and/or Club Owner.

7.8 Restrictions

Glass objects and sharp objects are not permitted in the pool area. Food or beverages may be brought into the covered terrace, however, such food or beverages must be removed or disposed of after use. Running, ball playing and noisy or hazardous activity will not be permitted in the pool areas. Pushing, dunking, and dangerous games are not permitted. Snorkeling equipment, other than a mask, and diving equipment such as scuba tanks, are not to be used in the pools except as part of an organized course of instruction previously approved by the Club. No diving is permitted in any of the pools. The throwing of any object is not permitted at any time within the pools or pool areas. Alcoholic beverages are **not** permitted in any pool or pool area at any time. **No children under 12 years old are allowed in the spa at any time.** Children must be accompanied by an adult at all times. Diaper aged children must wear swim diapers at all times. Only (4) guest(s) per home per day are allowed in the pool area. Do not use pool if you are ill with diarrhea.

Additional Spa Restrictions: Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use plunge pool pools without first consulting a doctor. Maximum use is limited to 15 minutes. Alarm indicates spa pumps are off. Do not use spa when alarm sounds until advised otherwise.

7.9 Attire

All swimmers must wear appropriate swimming attire. Thongs, cut-offs and shorts or shirts are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap.

7.10 Audio Devices

Radios, compact disk players, tape players and personal devices may only be used with earphones.

7.11 Trash

All persons using the pool areas are urged to cooperate in keeping the pool areas clean by properly disposing of towels, cans and all other trash. Notwithstanding the foregoing, all cigarettes must be extinguished and properly disposed of prior to entering the Club Facilities. Diapers must be disposed of in restroom, NOT in pool deck waste bins.

8. Fitness Center

8.1 Membership Cards

Everyone must register and present membership cards and/or guest passes to Club attendants prior to entering the fitness center area. Members shall keep membership cards with them and present the membership card to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

8.2 Risk of Use

Use of the fitness center is at the user's own risk. Without limiting any other provision of these Rules and Regulations, each Member is personally liable for any injury to his or her Immediate Family Members, Supplemental Members and Guests using the Fitness Center. Consult your physician before engaging in any fitness program or using exercise equipment.

8.3 Equipment

Please use equipment properly. Do not drop weights.

8.3.1 Towels

You are required to bring your own towels and wipe down equipment after use.

8.4 Hours of Use

The hours of operation of the fitness center are the same as the club hours, subject to change by the Club Owner.

8.5 Personal Trainers/Instructors

Members and/or Supplemental Members may not bring an independent trainer/ instructor into the fitness center as a Guest or otherwise. Members and/or Supplemental Members may not train another person in the fitness center. Trainers/Instructors may be available through the Club upon prior reservation and at charges to be set by the Club Manager and Club Owner.

8.6 Restrictions

Persons under 16 years of age are not permitted under any circumstances. Only (1) guest per home per day allowed in the fitness center. When others are waiting to use equipment, use is limited to thirty (30) minutes per person. For sanitary reasons, shirts must be worn at all times. Bags are not permitted in equipment area.

8.7 Attire

Proper attire is required. Closed shoes are required at all times. Sneakers are required for everyone. For sanitary reasons, shirts must be worn at all times.

8.8 Audio Devices

Radios, compact disk players, tape players and personal devices may only be used with earphones.

8.9 Cancellation Policy

You must cancel appointments for special services 12 hours prior to the scheduled appointment or the

responsible Member will be charged the full amount of the service. If you have prepaid for the services, and you properly cancel, you may reschedule within the same month at no additional charge.

9. Authority to Promulgate and Amend Rules

THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. THE CLUB IS A PRIVATELY OWNED FACILITY AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE CLUB AS PROMULGATED BY THE CLUB MANAGER AND/OR CLUB OWNER. These Rules and

Regulations are promulgated by Club Owner pursuant to Section 14.8 of the Club Plan. These Rules and Regulations may be amended from time to time by Club Owner without the joinder or consent of any other person or entity. All changes to these Rules and Regulations shall be posted in a conspicuous place within the Club or, in Club Owner’s sole discretion, communicated otherwise to the Members of the Club. All Rules and Regulations promulgated by Club Owner shall become effective on the date determined by Club Owner.

10. Application of Rules and Regulations

These Rules and Regulations shall neither apply to nor operate to interfere with any lawful development, construction, management, maintenance or repair activities of the Club Owner, its affiliates or any of their successors or assigns. All of these Rules and Regulations shall apply to all persons on or about the Club Property even if not specifically stated in portions hereof. The Club Owner shall be permitted, but not required, to grant relief to one or more persons from specific Rules and Regulations upon a written request and a showing of good cause that shall be determined in the sole discretion of the Club Owner. The rules and regulations contained herein and as supplemented from time to time, shall not apply to the Club Owner.

RATE SHEET *

<u>Location</u>	<u>Capacity</u>	<u>Time/Detail</u>	<u>Rates</u>	<u>Security</u>	<u>Deposit</u>
Social Room	99	8 hours	\$300	1 Guard	\$200
		4 hours event/2 hr set up/2 hr clean up. Music off at midnight. Clean up latest by 12:30am. Deduct extra hrs from deposit. No Events passed midnight.	\$100 each additional hour	Guard required if serving alcohol and/or event is over 100 people and/or event starts outside of club hours of operation. During event until all guests leave.	Refundable if area is left clean and in good condition.

- SOCIAL ROOM FURNITURE INCLUDED
- An event guest list **MUST** be provided at least 48 hours prior to the event.
- All vendors must provide a copy of their Insurance Certificate prior to the event.
- Deposit is required at the time of the reservation.
- Cancellation must be received in writing two (2) weeks prior to the even in order to receive a full refund of your deposit.

Cleaning Fee	Extra Hour Charges
\$100	
*Any expense incurred above this fee will be reduced from the deposit.	Must pay charges required to keep staff and security onsite during extra time. Amount will be reduced from deposit.

None of the rooms will be available for rental on the following dates:

July 4th

Thanksgiving Day

Christmas Eve

Christmas Day

New Years Eve

New Years Day



Party Rental Reservation Agreement

Name of Member Reserving: _____

Member's Property Address: _____

Member's Home Number: _____

Member's Cell Number: _____

Email Address: _____

Description of Event

Type of Event _____
(Ex: Wedding, Anniversary, Birthday)

Date: _____

Time Slot From: _____ to _____

Estimated number of people to attend: _____
(Please see attached schedule for Maximum Capacities by room)

Rental Area(s) Requested:

Rooms Available

<u>Location:</u>	<u>Selection:</u>
Social Room	

FOR OFFICE USE ONLY

Date and Time of Reservation:	
Rental Fee:	Check/Money Order #:
Cleaning Fee:	Check/Money Order #:
Extra Hour(s) Fee:	Check/Money Order#:
Cleaning Fee: \$_____ (mandatory)	
Member in Good Standing: _____ Yes _____ No	
Security Deposit(s) Check or Money Order ONLY	
Date Security Deposit Received:	Amount Received:
Check #:	Other (Security Fee)
Date Area Inspected Pre-Event:	By:
Date Area Re-inspected Post-Event:	By:
Reason for amounts withheld:	
Date Security Deposit Voided and Return:	
Received by:	

Signature:

INSPECTION FORM

Items	Pre-Event Inspection Date & Time _____	Post Event Inspection Date & Time _____	Comments
Exterior Doors			
Women's Bathroom			
Men's Bathroom			
Kitchen			
Floor			
Counter Top/Sink			
Cabinets			
Appliances			
Carpeting			
Furniture Sofa			
Furniture Loveseat			
Coffee /End tables			
Grand Room Chairs			
Grand Room Tables			
Walls			
Windows			
Window Treatments			

Interior Doors			
Exterior (rails, plants,			
Terrace Tables			
Terrace Chairs			
Terrace Sofas			
Gazebo Chairs			
Gazebo Tables			
Other:			
Other:			
Other:			

Pre-Event Inspection:

Signature of Applicant _____

Date &

Time _____

Signature of Authorized Agent _____

Date &

Time _____

Post-Event Inspection:

Signature of Applicant _____

Date &

Time _____

Signature of Authorized Agent: _____

Date &

Time _____

RENTAL AGREEMENT

This agreement (herein after “**Agreement**” and as defined below) is entered into on this ____ day of _____, 202__ by and between _____ as Agent for Pine Vista Club and Club Owner (hereinafter “**Agent**” and as defined below) and _____, (hereinafter “**Applicant**” and as defined below), together herein after referred to as “**Parties**”. This Agreement constitutes the entire understanding between the Parties. Any representations not made in writing and agreed to by both Parties is void.

I. DEFINITIONS:

Any term not defined herein shall be as defined in the recorded Club Plan and its amendments. Definitions are singular, plural, male or female as the agreement may require.

AGREEMENT – This written agreement between the Parties (as defined above) and constituting the entire understanding between them.

APPLICANT - A member in good standing, over 18 years of age, whose assessments or other charges due to Club are not delinquent, who is not currently in violation of any provision of the Club Plan or the Club’s Rules and Regulations and who has not had their membership rights or voting rights suspended. The Term “Applicant” may also include those approved renters or lessees of owners in good standing meeting the same conditions who are not delinquent in payment of any assessment or charges due to the Club, and not in violation of any covenant or rule. Applicant may further include an Association. Applicant is more specifically the person listed above and executing this Agreement as same.

ASSOCIATIONS –, Pine Vista Community Association

AGENT: Club representatives contracted to provide services to Club and manage the operations of the Club including but not limited to the reservation or rental of the Rooms (as defined below).

CLUB – Pine Vista Club, facilities and amenities located on the club property as defined in the Club Plan. The Club Owner and or its representatives and as may be further defined in the Club Plan.

EVENT – The function, parties or meeting for which the Room (as defined below) is being rented or reserved.

ROOMS - Certain spaces within the facility which may be made available by the Club, at the Club’s sole discretion, for the rental or reservation by Applicant.

II. GENERAL RULES AND AGREEMENT

A. Failure of Applicant and/or their guests and invitees to abide by this Agreement, these or any other rules and regulations provided by the Club and/or it’s Agent may result in the Applicant’s inability to make future rentals/reservations as well as suspension of other Club privileges, assessment of fines or legal action

B. For official meetings of the Associations, there is no charge for use of the Venue. Standing reservations for these types of meetings can only be made Monday through Thursday and no more than 6 months in advance. The Associations must place a \$500 deposit with the Club in order to use the Room.

C. The Rooms may be reserved only by an Applicant. Availability of any Room is not guaranteed. Reservations must be requested at least (10) days prior to Event, but no more than one year (1), in advance through the Agent. Rental and reservation requests are accepted on a first-come first-serve basis. If there is a conflict, the decision of the Club shall be final. Applicant will be provided a packet which includes these Rules and Regulations, rental/reservation rates and fees (See attached Rate Sheet), and any other pertinent information. **Applicant must return the fully executed agreement, accompanied by payment of ALL required rental/reservation fees, deposits and associated costs (as reflected in the attached Rate Sheet) to the Agent. NO EXCEPTIONS!!!**

D. The Club must coordinate for additional staff and resources during scheduled Events. As a result, cancellation must be received no later than ten (10) days prior to the scheduled Event date and time. 50% of the deposit on hand will be kept for any Event cancelled between 10 to 5 days prior to scheduled date. Full deposit will be kept for Events cancelled less than 5 days prior to the Event.

E. Rooms may only be reserved by Applicant for private Events. Applicant may not hold any Event that might imply or infer partnership or political support of a candidate, political party, or other such group on the part of the Club. The Rooms shall not be used for profit-making activities by the Applicant. No advertising will be permitted, and no charge or admittance fee will be allowed, nor is it to be charged by the Applicant for the Event. If Club is made aware of such activity at an upcoming scheduled Event, Event will be immediately cancelled, and deposit will be retained by the Club. If Club or Agent are made aware of such activity occurring during an Event, Club or Agent may immediately terminate the Event and deposit will be kept by Club. Failure to comply may result in the Applicant's inability to make future rentals/reservations.

F. The Applicant agrees to be personally in attendance during all reserved hours and the Event. Only the approved Applicant may gain access to the reserved Room in advance of the scheduled time under the supervision of the Agent. Request to access the room prior to scheduled times must be scheduled with Agent ahead of time so as not to conflict with other scheduled Events or services. The Applicant is permitted to enter the reserved Room(s) no earlier than as listed on this Agreement. All persons associated with Applicant's reservation of a Room must leave the premises no later than listed on this Agreement. Club will deduct expenses associated with additional time from deposit. Applicant must provide a schedule for all vendors associated with the Event no later than 5 days prior to scheduled Event. **Applicant must provide a complete guest list no less than 48 hours prior to an Event. Anyone not on that list will NOT be granted access through the gates.** Any change in plans, caterer, deliveries or number of guests must be communicated to and cleared with the Agent prior to the date of the Event. Club may provide (if available) Applicant with up to 5 access fobs for use by vendors in accessing the Club for set up and take down. Fobs will be programmed for the hours listed on the Agreement. The fobs must all be returned to the Club at completion of Event. Cost of the fobs will be reduced from the deposit if not returned. Applicant is responsible for their vendors and vendor employees at all times and is responsible for advising vendors of rules, regulations and that they are not permitted to share the fobs with or allow for anyone not on their staff to enter through vendor access areas. Applicant shall hold Club and its owner, agent and their officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them harmless for any injury, loss, or damage and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against Club, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by Club with respect to or caused by Applicant's damage to any Master and/or Estates property.

G.

H. Applicant agrees to assume full financial responsibility for any loss or damages caused by their vendors, guests or invitees to any of the Rooms, the furniture, décor, furnishing and equipment, and adjacent premises, including the parking

lot, as a result of the Event and for the proper conduct of guest or other persons employed or otherwise engaged by Applicant while they are on the premises of the Club, whether inside or outside of the building or Room. Such damage amounts shall not be limited to the amount of the security deposit received but may include any excess amount necessary to return the damaged property to the condition it was in before Applicant reserved same.

I. Prior to the use of the Room by the Applicant, Agent or designated Club representative shall inspect with a prepared checklist on the day prior to the Event. Any existing conditions will be documented in writing and pictures will be taken. The same checklist will be used to re-inspect the Room after the Event. (Pre-Event Inspection/Post-Event Inspection) The Applicant must sign off on the Pre-Event Inspection in order for the Event to take place. The Applicant must also sign off on the Post-Event Inspection in order for the Deposit to be released. It is the Applicant's responsibility to be present during these inspections which are scheduled at the Club's convenience. If the Room is in its original condition and there are no additional charges or Rule violations, the security deposit shall be refunded within 2 weeks. If the Room is not in its original condition or there are other charges, damages or losses sustained, those cost and charges will be deducted from the security deposit. If there are covenant or rules violations, the security deposit will be withheld, and the Applicants may be prohibited from engaging in future rentals/reservations. Any difference over and above the original deposit will be added to the Owner's assessment account and collected as Club Dues (as defined in Pine Vista Club Plan), including cost, interest and attorney's fees if required. Any unpaid charges may result in the suspension of that Home's membership, whether by its owner or approved tenant, until the account is in good standing and are subject to a claim of lien which may be foreclosed upon in the same manner as all other Club Dues.

J. If Applicant requires that furniture and/or furnishings be removed from the Room for their Event, it must be returned to the same position and in their original condition after the Event. Applicant is responsible for the timely return of the items so as not to disturb Club operations. Items may only be stored in other Rooms available or storage room on the Club property. Applicant must coordinate location with Agent at least 5 days prior to Event but items may not be removed outside of rental time frame. In the event any furniture and/or furnishings are not returned to the Room, Applicant is responsible for the cost of replacing same, including but not limited to moving fees or full replacement.

K. **All Events shall be confined to the Room reserved.** However, uses of nearby restroom facilities are permitted. Applicants must advise their guests and invitees of the Club rules and regulations. Guest parking areas on Club property are available, however, the spaces are on a first come, first serve basis. The Club does not guarantee that you will have sufficient parking for all guests. Vehicles parked in roadways, common areas or any other non-Club parking area will be towed at owner's expense. It is Applicant's responsibility to provide for additional, permitted parking if required. Applicant understands and agrees that there are other Rooms that may be rented or reserved at the same time as Applicant's Event which may take up available parking. All guests must go directly to the Room where the Event is being held. No loitering or disturbing noises in the common areas shall be permitted. In no instance may parties or gatherings extend to halls or any other Club areas within or outside of the building. These other common area facilities adjacent to the rented area may be in use by other Club members, residents or other guests while an applicant's function is in progress. Only the Room reserved will remain private to your function. Guests, vendors and invitees are not permitted to be in the water amenities or fitness center areas.

L. The number of persons in attendance in the Room is limited by the posted number and is also listed on the Agreement and attached rate sheet. These maximum occupancy numbers are imposed by the City and State Fire Codes. The Applicant is responsible for not exceeding the maximum occupancy numbers. Any violation received by the Club for being in violation of same will be assessed to the Applicant. If Applicant rents additional Rooms, only the largest Room's maximum occupancy will be permitted. The maximum occupancy of various rooms cannot be combined. For example, if Applicant rents the Grand Ballroom at full capacity of 400 persons and adds on the Grand Lounge with capacity of 48 persons, the maximum number of guests (including vendor staff) permitted will be 400 persons.

M. Events for minors under the age of eighteen (18) years are required to be continuously chaperoned by the Applicant hosting the Event. **Two (2) adult chaperones are required for every ten (10) minors in attendance.** Applicant and chaperone(s) must be present throughout the entire Event. Children under 16 are not permitted to exit the Room

unaccompanied. If using restrooms or when walking through the facilities, children under 16 years of age must be accompanied by an adult at all times.

N. Smoking is prohibited at all times on Club property, including outside areas. Applicant is responsible for the use and/or availability of alcoholic beverages and that same is in accordance with the Florida State, City and County Alcoholic beverage Control laws (no monies allowed to be exchanged, no alcohol for persons under 21, etc.). If Applicant wishes to serve alcohol at an Event, they must contract a licensed and insured vendor to do so. Applicant will indemnify and hold the Club, its owner, agents, and their officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them harmless for any incidents, damages, accidents, and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against Club, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by Club with respect to or arising out of the use, distribution or consumption of alcohol during the Applicant's rental/reservation of the Room. Some areas such as the Billiards Room, the Fire Pit etc. do not permit the consumption of alcohol at any time.

O. Use of the Room and all facilities by Applicant their guests and invitees must be at all times in compliance with Federal, State and Local laws, statutes and ordinance as well as all Club Rules, including these Rules. Applicant shall not permit the use of any Room or other Club property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other Club members or residents. Applicant will maintain volume of music and noise at a level sufficiently reduced so as not to disturb other members or residents. **Playing of loud amplified music that is heard outside of the Club building is not permitted.** Speakers must be placed on tables or elevated stands away from walls to reduce transmission of sound and/or vibration to adjacent parts at the building. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. The Room doors and windows must remain closed during any Event or function. Applicant agrees to indemnify and hold the Club and its owners, agents and their officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them harmless from any and all liability, loss, and/or damages and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against Club, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by Club with respect to or arising out of the sound equipment used by the Applicant or his/her agents/employees.

P. Applicant agrees that any decorating of the Room must be done in a manner so as not to cause any damage to any area of the Room or Club. Decorations must not be attached to or hung from any sprinklers, ceilings, walls, doors, windows, lights or wallpapers and must be fire retardant. **The use of tape, nails, tack, staples and any substance or item, which may cause permanent damage, are not permitted to be used to attach decorations or other items to the walls, doors, door trim, windows, furniture or any other surfaces in the room. No activities, performances, shows involving water or fire are permitted in the Room.**

Q. Applicant agrees to remove and properly dispose of all personal property immediately after the Event, during the allotted time, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Room and adjacent premises in the original condition the Room and adjacent premises where in prior to the Event. Nothing should be left in the refrigerator, and the garbage disposal must be empty. The Room must be restored to its pre-Event condition by the Applicant after the Event. Arrangements must be made with the Agent concerning delivery and removal of any rented tables, chairs, or catering items. **If unable to be picked up by the rental company immediately following the Event, or if after 10 p.m., then said items must be removed by 7:00 a.m. (Monday – Friday) or 8:00am (Saturday – Sunday) the following day.** Applicant must be present to deal with the rental or service company for delivery or pick up. Club staff will not receive any items for the Event and will not be responsible for vendor pick up. The Club shall not provide any tables, chairs, catering items, equipment, or any additional items other than those items listed and marked on the inspection report prepared prior to the Event. It is the Applicant's responsibility to meet with their vendors onsite prior to the Event to determine the capacity of

things such as lighting, electrical outlets etc. that will be needed to provide services for the Event. The Club will not be responsible for upgrading, changing, altering any component to accommodate the needs of the Event or vendors, nor will the Applicant be permitted to do so. The Applicant will be responsible for any damages caused as a result of improper use of the components of the Club.

R. The Club and its agents will not be responsible for the loss or damage of any personal effects, dishes, equipment, decorations or food. Any personal property or items left unattended after the Event will be considered abandoned and will be removed for disposal, the cost of which will be deducted from the deposit. Applicant agrees to indemnify and hold the Club and its owner, agents and their officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them harmless for any such abandoned property or items disposed of.

S. **All music and noise making activities must stop by no later than midnight.** DJs, bands, instrumental players or **other personal music is not permitted in outside Rooms.** Club will play music on its own system in these areas and will control the volume. A request may be made for the type of music the Club will play in these areas but is not guaranteed as the music in these areas can be heard by others enjoying the facilities. The Room must be returned to its original condition, vacant of people, lights out, Room secured, and the doors locked by the time listed in this Agreement. Adjacent restrooms should be left in the same conditions as they were in prior to the Event, with lights turned off. Costs associated with keeping Club staff onsite past the allotted time will be reduced from the deposit. Applicant hereby agrees to abide by all local, city and State noise ordinances during the Event. If law enforcement requires that music or that the Event be terminated prior to previously scheduled end time or midnight, the Applicant agrees to immediately comply, and Club shall not be liable for any damages or loss caused by the early termination of music or Event.

T. The Club reserves the right, at any time prior to or during the function, to immediately revoke the approval granted herein and immediately suspend the right of use of the Room by the Applicant and his/her guests, vendors and invitees. The Club may also require Applicant and his/her guests, vendors and invitees to vacate the premises during the function if it is determined that there were misrepresentations set forth in the Application, if there is any violation of Club Plan or rules, damage to property, or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension, and violation of the premises will also result in no refund of the use fee, deposit or other monies paid. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the Club, Agent or authorized representative. **If the Applicant fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Agent or other authorized Club representative is authorized and directed to immediately revoke the approval, suspend the right of use and/or call the Police.** Club shall not be liable for any damages or loss caused by termination of Event by Club as stated herein.

U. All trash and garbage should be properly bagged and deposited in the outside trash dumpster. Spilled liquids or food must be cleaned from floors, counters, walls, furniture or other surfaces. A mandatory charge, depending on Room reserved, will be added at the time of Agreement in order to cover cost of cleaning. If an expense is required above the cleaning charge, same will be reduced from deposit.

V. No candles or other open flame items are permitted. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the Event. Applicant agrees to indemnify and hold the club and its owner, agent and their officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them harmless from any and all injury, damage, and/or loss and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against Club, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by Club with respect to or arising out of the use of such prohibited items.

W. Applicant assumes sole and total responsibility for any property damage, injury or accident to any person arising out of this Agreement for the rental of the Room. Applicant further agrees on behalf of his or her self, and his/her guests and invitees, to indemnify, reimburse and hold the Club and its owner, agent and their officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them harmless for any and all violations of any and all Federal, State or local laws, statutes or ordinances, and to indemnify, reimburse and hold the Club and its owner, agent and their officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorney's fees, incurred, suffered or paid as a result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against Club, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by Club with respect to or arising out of or related to Applicant's and his or her guests or invitees use of the Room or Club, regardless of whether such use be negligent.

X. Applicant represents and acknowledges that he or she has a homeowner's or renter's insurance policy in force with liability coverage. In the event of a claim, Applicant agrees that applicant's liability insurance coverage shall be primary. The name of the insurance carrier, the name of the insurance agent and the policy number must be provided to and coverage confirmed upon the execution of the Agreement for the rental or reservation of the Room. If the preceding information is not provided with the application, the Club may deny the application.

Y. Pets are not permitted in the Clubhouse, and Applicant agrees to indemnify and hold the Club and its owner, agent and their officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them harmless for any injury, loss, or damage and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against Club, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by Club with respect to or caused by any prohibited animal they bring on the premises.

Z. Club and Agent shall be relieved of any liability for failure of performance if the failure is due to natural disasters, strikes, riots, acts of God, shortages of labor or materials, wars, terrorism, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of Club (collectively "**Force Majeure**").

AA. Applicant shall contract for and hire the security guards required for each Event as described in the attached Rate Sheet. Applicant shall ensure that the security company hired meets the license and insurance requirements as contained in this Agreement, including, but not limited to, naming the Club, and Association as additional insureds. Applicant hereby agrees to provide proof of such security guard contract executed by the Applicant and security guard company at least ten (10) days prior to Event. If Event is booked less than ten (10) days from date of Event, Applicant shall provide proof of executed security guard contract within twenty-four (24) hours of booking Event. Applicant shall hereby agree that the security guards required for the Event will be present at all times throughout Event until all guests have left Club. If the Event runs late and there are guests who remain in the Club the Security Guard must remain on premises until such time as all guests have left the Club.

BB. Club shall not be subject to any of the restrictions, requirements, rules or regulations contained in this Agreement. License and Insurance Requirements:

Applicant must provide license and insurance for all vendors providing services during the Event no later than 5 days prior to the scheduled Event. Failure to do so will result in the cancellation of the Event and termination of this agreement. Cancellation fees above will apply. All vendors will be required to add the Club, the Master and the Estates Associations as additional insured. The following are minimum insurance requirements for all vendors:

All Vendors providing services during the Event shall obtain and maintain a policy or policies of: (a) property and casualty insurance with respect to the Property, through extended coverage insuring all risks of physical loss; (b) Worker’s Compensation coverage, and (c) commercial general liability insurance covering loss, damage, or liability for bodily injury, including personal injury or death of any individual and loss or damage to property occurring in, upon or about the Property, in each instance a minimum of \$1,000,000. Club, Association shall be listed as an additional insured to the general liability policy and endorsed as follows:

Lennar Homes, LLC. Club Owner for Pine Vista Club

ACKNOWLEDGEMENT OF RULES AND REGULATIONS

I, _____, as Applicant under this Agreement, acknowledge that I have received, read, acknowledge and agree to all terms under this Agreement and will be responsible for myself and all of my guests, vendors and invitees abiding by same.

Printed Name of Applicant: _____

Signature: _____ Date: _____ Time: _____

Printed Name of Authorized Agent: _____

Signature: _____ Date: _____ Time: _____