

**GARDENS OF GULF COVE PROPERTY OWNERS ASSOCIATION, INC.**

**RENTAL AGREEMENT  
FOR USE OF CLUBHOUSE**

THIS AGREEMENT is entered into by and between GARDENS OF GULF COVE PROPERTY OWNERS' ASSOCIATION, INC. ("Association") and \_\_\_\_\_ ("User"), who has provided identification and is the owner of Block & Lot \_\_\_\_\_ located at \_\_\_\_\_ within the Association.

The User is hereby granted the exclusive use of the Clubhouse on the following date: \_\_\_\_\_, **20\_\_** from \_\_\_\_\_ A.M./P.M. to \_\_\_\_\_ A.M./P.M. subject to the following conditions which have been acknowledged and agreed to by the parties, as follows:

As consideration for such exclusive use of the common area Clubhouse, the User agrees to pay Association the sum of **FOUR HUNDRED and no/100 Dollars (\$400)**. This amount constitutes one check of a non-refundable fee of **TWO HUNDRED and no/100 Dollars (\$200)** to the Association for said use of the Clubhouse AND a second check of **TWO HUNDRED and no/100 Dollars (\$200)** as a security deposit, which shall serve to protect against damages to the common areas of the community.

The security deposit will be refunded to User, in full, unless at the sole discretion of the Board, it is determined that damages have been caused to the premises or if the premises are not left in a reasonably clean condition, in which case the Board will apply the security deposit monies toward the restoration or repair of the premises, and said security deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the common elements were to exceed the security deposit amount.

**User is required to provide the Gardens of Gulf Cove Property Owners' Association proof of liability insurance of no less than \$300,000.00.**

User hereby agrees to abide by and conform to all rules and regulations of the Association (as may be promulgated from time to time), and with all the provisions of the Association's Governing Documents. In addition, User specifically agrees to the following:

- A. No more than **150 persons** shall be permitted in or around the Clubhouse in connection with the exclusive use granted herein; and
- B. The Association will not permit use when there is a regularly scheduled or special event or happening scheduled to occur in or about the Clubhouse; and
- C. No modification and/or alterations shall be permitted to the Clubhouse. No alteration of the pre-set temperature of the air conditioning thermostat. No decorations can be pasted, tacked or nailed to walls. Access to the Clubhouse prior to said event shall be at the discretion of the Office Manager or his/her Assistant.
- D. User is solely responsible for "clean up" of premises after the period of use. Premises must be restored to its original condition, left broom clean, immediately after use of the premises. The User must remove garbage from the premises. The Association agrees to conduct a "walk through" of the premises with the User prior to the use for the purposes of determining the original condition.
- E. Use of the swimming pool and pool deck in connection with the use herein is **strictly prohibited**. Association reserves the right to immediately revoke the use contemplated herein should the user (his/her family, guests and other invitees) be found in violation of this restriction.

- F. All guests shall be required to park only in guest parking spaces. Violators shall be towed away by the Association at the User's expense. Parking will not be permitted on any grassy areas, with the exception of parallel parking along Coniston Street only.
- G. Reservations must be made through the Office of the Board of Directors. Calendar will be hung in the office listing monthly activities.
- H. **Doors and windows must be kept closed after 9:30 P.M., as noise and voices carry and all persons must vacate the Clubhouse on or before 12:00 midnight.**
- I. It is the responsibility of each owner reserving the Clubhouse facilities to see that it is left in the same condition as found; that is:
  - i) Trash removed to the dumpster and clean trash bags in place; and
  - ii) Chairs and tables wiped clean and back in place; and
  - iii) Kitchen counters wiped clean; and
  - iv) Refrigerator cleared of all food items brought in; and
  - v) All floors swept and mopped.

This must be done before opening of the Clubhouse at 9:00 a.m. the next morning. No food may be left out in the open or in the Clubhouse overnight.

- J. Upon leaving the Clubhouse, User agrees to the following as outlined in the **Check-Out List** provided separately:
  - i) Turn off air-conditioner;
  - ii) Turn off lights, except nightlights and exit lights;
  - iii) Make sure all kitchen appliances, including dishwasher, stove, coffee makers and disposal are off; and
  - iv) Check & lock all doors and set alarm.

User hereby agrees to hold Association harmless and to indemnify it against any liability for personal injury and property damage that may arise or accrue by reason of the use by User, his family, guests, agents and other invitees of the facilities. User hereby expressly releases, indemnifies and holds Association harmless from any and all claims for loss, damage, injury or death which may be sustained by User, his family, agents, employees, patrons or guests. User understands and agrees that the use of the facilities described herein is at his/her own risk. In the event User, his family, agents, employees, patrons or guests provides or permits the use of alcoholic beverages during the use of the facilities, User agrees to ensure that alcoholic beverages are consumed responsibly and not to serve alcohol to any individual under the age of twenty-one (21). User further agrees to accept and assume full responsibility and liability for the provision and consumption of alcoholic beverages by User, his family, agents, patrons, guests or other invitees during the use of the facilities and expressly releases, indemnifies and holds Association harmless from any and all claims for loss, damage, injury or death which may be sustained by User, his family, agents, employees, patrons, guests or other invitees occasioned by or related to the use of alcoholic beverages.

User shall not injure, nor mar, or in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced. If said premises, during the term of this Agreement, shall be damaged by the act, default or negligence of the User, or of any of the User's agents, employees, patrons, guests or any persons admitted to said premises on User's behalf, User shall pay to Association upon demand such sum as shall be necessary to restore said premises to their present conditions.

User hereby agrees to assume all responsibility for insurance respecting the facilities during use under this Agreement and to assert no claim of coverage under any insurance policy of Association during the period of such use. Proof of Owner's Insurance Coverage or Renter's Insurance Coverage, as applicable, shall be a condition precedent to this Agreement. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder. Association has the right to require that any policy of insurance specifically include the Association as an additional insured.

User will comply with all laws of the United States, the State of Florida, all ordinances of Charlotte County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of User's use of the facilities.

Any sums of money owed by User pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms hereof shall be treated as an assessment against User's unit(s) capable of being the subject of a lien on User's unit(s), together with interest and reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of such lien. Such sums if not paid when due shall bear interest from the due date until paid at the maximum rate as allowed by law. Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The lien and foreclosure procedure shall be in accordance with the applicable provisions of the Declaration. The Association may also elect to institute suit against the User to enforce the payment of any sums due hereunder. Nothing in this Agreement in any way limits the Association's remedies with respect to the enforcement of this Agreement or the Declaration of Covenants & Restrictions, Articles of Incorporation, Bylaws or the rules and regulations promulgated in connection therewith.

User shall be responsible for any attorney's fees and costs incurred by Association in enforcing any of the provisions of this Agreement, including pre-litigation attorney's fees and costs.

User may not assign his/her/their right or interest under this Agreement.

**I, THE USER, HAVE READ THE FOREGOING TERMS AND CONDITIONS AS WELL AS THE RULES AND REGULATIONS REGARDING RENTAL OF THE CLUBHOUSE AND SPECIFICALLY AGREE TO BE BOUND BY SAME, I FIND THIS AGREEMENT FAIR AND REASONABLE AND CONSENT AND AGREE TO THE FOREGOING TERMS:**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
"PROPERTY OWNER/USER" (PRINT NAME)

\_\_\_\_\_  
"PROPERTY OWNER/USER" (SIGNATURE)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE #