



Club House Located at 11301 NW 75th Lane. Doral, FL 33178

TEL: 305-441-0904 • FAX: 305-441-7982

(50 PEOPLE ARE THE MAXIMUM ALLOWED IN THE CLUBHOUSE)

CLUBHOUSE RENTAL RESERVATION AGREEMENT

Date: _____ Account Number: _____ PID# _____

Owner's Name _____

FL Driver Lic. # _____

Resident Address: _____

Phone Number: _____ Cell Number: _____

Name of the Tenant: _____

FL Driver Lic. #: _____

Phone Number: _____ Cell Number: _____

CLUBHOUSE FEES

Rental for Parties/Events: **\$350.00 DEPOSIT FEE**

\$250.00 RENTAL USE FEE – 5 HOURS ONLY

Extra hours Fee: **\$50.00** Cleaning Fee: **\$65.00**

DESCRIPTION OF EVENT:

A) Type of Event: _____ Date of Event: _____
(Wedding, Anniversary, Birthday, other) (Day, MM/DD/ YYYY)

B) Time: From _____ to: _____ Number of Persons: _____
(50 people are the Maximum allowed in the Clubhouse)

C) Will alcoholic beverages be served?

* **Absolutely NO Alcoholic Beverages can be served without first obtaining a "Host Liquor Liability Policy" from your personal insurance company. A certificate of Host Liquor Liability insurance must be provided to the Association, with Association named as additional insured. See pg.4 – p.**

D) Will a Bounce House Rented? ☐ **No** ☐ **Yes***

* Absolutely NO Bounce Houses will be allowed without first obtaining applicable coverage on special events liability policy from your personal insurance company. A certificate of liability of insurance with such coverage must be provided to the Association, with Association named as additional insured. Outside vendor also required to provide proof of insurance. See pg. 5 - t

E) Catering Services in Place? ☐ **No** ☐ **Yes***

*Any Catering Service must provide a Certificate of Liability of Insurance with such coverage must be provided to the Association, with the Association named as Additional Insured. See pg. 5 - w

o **TENANTS MUST** present a notarized letter from the Landlord where he/she states that any damage over \$350.00 to the promises he/she will be responsible. No exceptions. See *inside for more Details*

OFFICIAL USE ONLY

Amount Received: \$ _____ Check: ☐ MO ☐ Applicant in Good Standing: **YES** ☐ **NO** ☐

Check # _____ Check # _____

Club House Inspected Post Event on: _____ by: _____

Amount withheld from Security Deposit, If any: \$ _____

RULES & REGULATIONS

As resident of Polynesian at Islands at Doral Neighborhood Association, Inc., I hereby understand and agree to abide by the Rules and Regulations governing the rental of the Clubhouse.

Date: _____

Print Name

Signature

1. **DEFINITION:** A resident in good standing (hereinafter "Applicant") is a property owner over 18 years of age whose assessments, or other charges due to Polynesian at Islands at Doral Neighborhood Association, Inc. ("Association") are not delinquent, who is not currently in violation of any provision of the Declaration of Restrictions and Covenants of the Association, or its rules and regulations. An Applicant may also include those renters or lessees of lot owners in good standing meeting the same conditions who are not delinquent in payments of any assessment or charge due to the Association, and not in violation of any covenant or rule.

2. GENERAL RULES:

- a. Association functions have priority over private use by any Applicant. For official meetings and official functions of the Board of Directors, Committees, and the Associations there is no charge for use of the Clubhouse.
- b. **The Clubhouse must be reserved only by an Applicant in good standing.** Reservations must be requested at least fifteen (15) days but no more than one year (1) in advance through the Management Agent's office (i.e. Gables Professional). Reservation requests shall be accepted from Residents on a **first – come, first –serve basis**. Requests shall be noted and filed by the Management Agent and marked on a calendar maintained by the Management Agent. ***Reservation Request and Applications are not accepted unless accompanied by payment of all required fees and deposits and receipt of a fully executed application form. If reservation fees and deposit are not received within ten (10) days from the date the application is requested or ten (10) days prior to the event date and time, whichever is earlier, your verbal reservation will be cancelled and granted to the next resident interested.***
- c. Written notice of cancellation must be received no later than ten (10) days prior to the event date and time. **Cancellations received less than ten (10) days prior to the event date and time will result in the forfeiture of the non-refundable Rental Use Fee.**
- d. The Clubhouse may only be reserved for private events. No events which might imply or infer partisanship or political support of a candidate, political party or group on the part of the Association is permitted. The Clubhouse shall not be used for profit-making 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.
- e. **The Applicant agrees to be personally in attendance during the reserved hours. Only the approved Applicant reserving the Clubhouse may gain access to the Clubhouse no more than two (2) hour before the event or for a full day's event, no earlier than Club Opening Hours the day of the event. Any change in plans, caterers' deliveries or number of guest(s) must be communicated to and cleared with the Management Agent prior to the date of the event.**
- f. The Applicant must pick up the Clubhouse key the same day of the activity and return the key the same day to the Board of Directors Member in charge of the key. If the Clubhouse key is not returned as referenced above, an extra charge of **\$20.00** per day will be deducted from the Security Deposit fee. In the event that there is any key, swipe-key system and/or lock replacement costs resulting from misuse, loss or damage, the Security Deposit will be not returned and any other expenses will be added to the Applicant's account.
- g. **The Applicant agrees to assume full financial responsibility for any loss or damage to the Clubhouse, the furnishing and equipment, and adjacent premises, including the parking lot, as a result of the Clubhouse use and for the proper conduct of guests or other persons employed or otherwise engaged by Applicant while they are on the premises of the Association, whatever inside or outside of the building Clubhouse. Such damage amounts shall not be limited to the amount of the security deposit received.**
- h. Applicant agrees to remove and properly dispose of all personal property immediately after the event, such dishes, foods, bottles, trash decorations etc., and to leave the room and adjacent premises in good conditions similar to that of the original condition. Nothing should be left in the refrigerator and the garbage disposal must be empty. The Clubhouse must be cleaned and restored to its pre-event condition by the applicant no later than **12:00 A.M.** It is responsibility of Applicant to present to the cleaning crew a facility that has experienced normal dirty condition due to its rental. All trash and garbage should be properly bagged and sealed and deposited in the outside trash containers. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture and other surfaces.
- i. Applicant shall be present during the walkthroughs of the Clubhouse performed prior to and after the rented event. Applicant shall be responsible for any damages to property resulting from use of Clubhouse during rented event.
- j. The Air Conditioner will function under basis of 75° F. Applicant shall be responsible for any damages caused to Air Conditioner resulting from use of Clubhouse during rented event.

- k. **The Security Deposit** will be refunded within **30 business** days after the event date based upon the return of the rented property in satisfactory conditions as determined by the Board of Directors. Any damage to the Clubhouse facility or furnishings will be deducted from the Security Deposit. If any damage to the rental area or any other common area in the community as a result of the Applicant/renter's function exceeds the amount of the Security Deposit, then the Applicant/rental unit owner is solely and fully responsible for the additional amount. The Association reserves the right to seek legal counsel at unit owner's expenses. The Security Deposit will be withheld until after a rules violation hearing has been held and decision rendered as to whether charges will be assessed. Any differences over the original deposit will be added to the unit owner's assessment account and collected as a regular assessment, including costs, interest and attorney's fees. Renters or their unit owners will be billed for any difference and by submitted application agree to pay such amount. Said repairs will be performed by a vendor/contractor of the Association's choosing and the rental/unit owner will be responsible for reimbursement to the Association. If the Clubhouse is not properly cleaned and left in satisfactory condition as outlined in this Agreement, the Security Deposit will be forfeited in full. Any failure to adhere to the terms of use as set forth in this Agreement will also result in full forfeiture of the Security Deposit.
- l. **Parties/Events are restricted to the Clubhouse and the West Area of the open area next to the building ONLY. The pool and/or pool area is not included with the rental of the Clubhouse. NO parties permitted at the pool and/or or pool area. No usage of the pool or any of the pool furniture is permitted.**
- m. All events shall be confined to the Clubhouse reserved. However, uses of nearby restroom facilities are permitted. Applicants must advise their guests of Association rules, the guest parking areas available, and that spaces are on a first-come, first-serve basis. All guests must go directly to the Clubhouse where the event is being held. No loitering or disturbing noises in the common areas shall be permitted. In no instance may parties or gathering extend to halls or any other Association common areas within or outside of the building. These other common areas facilities adjacent to the Clubhouse may be used by other Association members, residents or guests while an Applicant function is in progress in the Clubhouse.
- n. The number of persons in attendance in the Clubhouse is limited by the posted number, according to the Dade County and State Fire Department. Use of the Clubhouse by Applicant and all guests must be all time in compliance with Federal, States and local laws, statutes and ordinances, as well as all the Association's rules, including these Rules. Applicant shall not permit the use of the Clubhouse or other Association property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comfort or convenience of other Association members or residents. Parties or events for minors under the age of eighteen (18) years are required to be continuously chaperoned by the Applicant hosting event. Two (2) adult chaperones are required to be present for every ten (10) minors in attendance. Applicant and chaperone(s) must be present throughout the entire event.
- o. **Smoking is prohibited in the Clubhouse, restrooms or other rooms.**
- p. **Alcoholic beverages are prohibited in the Clubhouse unless Applicant obtains a "Host Liquor Liability Policy". Should Applicant obtain a "Host Liquor Liability Policy" and add the Association as an additional insured, then use and/ or availability of alcoholic beverages will be in accordance with the Florida State and County Alcoholic Beverage laws (No monies allowed to be exchanged, no alcohol for person under 21, etc.) Proof of insurance must be sent to the Management Agent at least five (5) business days prior to the rental event date. Applicant agrees not to hold Association liable for any action resulting from the use of alcohol in the Clubhouse or on Association property.**
- q. **Applicant must maintain volume of the music and noise at a level sufficiently reduced so as not to disturb other Association members or residents. Playing of loud amplified music is not permitted. The Clubhouse's door and window must remain closed during any event or function. If one of the**

Association members or residents fills out a complaint as a result of the event's music and noise level, the deposit will not be refunded to Applicant.

- r. Applicant agrees that any decorations or decorating of the Clubhouse must be done in a manner so as not to cause any damage to any area of the Clubhouse property. Decorations must not be attached to or hung from any fire sprinkler, ceilings, and lights or wallpaper and must be fire retardant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage are not permitted to be used to attach decorations or other items to walls, doors, door trim, windows, furniture or any other surfaces in the Clubhouse.
- s. **Bounce houses are prohibited on Association property unless Applicant obtains liability insurance to cover use of such equipment or activity. The Association shall be added as an additional insured. Proof of insurance must be sent to the Management Agent at least five (5) business days prior to the rental event date. Applicant agrees not to hold the Association liable for any action resulting from use of a Bounce House or animal ride on Association property.**
- t. **Should Applicant rent equipment from an outside vendor for the event, then said outside vendor shall be required to provide proof of general liability insurance with a minimum liability amount of \$1,000,000.00, as well as proof of worker's compensation insurance with a minimum liability amount of \$100,000.00. The Association must be added as an additional insured in the outside vendor's policies. The Management Agent must receive written proof of insurance, via mail, email or fax, from the insurance carrier at least five (5) business days prior to the rental event to ensure adequate time for verification.**
- u. **Should Applicant hire an outside vendor/contractor to work the event, such as a catering company, said outside vendor/contractor shall be required to provide proof of general liability insurance with a minimum liability amount of \$1,000,000.00, as well as proof of worker's compensation insurance with a minimum liability amount of \$100,000.00. The Association must be added as an additional insured in outside vendor/contractor's policies. The Management Agent must receive written proof of insurance, via mail, email or fax, from the insurance carrier at least five (5) business days prior to the rental event to ensure adequate time for verification.**
- v. The Association and its agents will be not 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.
- w. **No candles or other open flame items are permitted. Any damage to Clubhouse property resulting from burns, or lingering smoke odor, or cook in the property with the use of a propane tank will result in the forfeiture of your Security Deposit. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from premises at the conclusion of the event.**
- x. **No fireworks are allowed on Clubhouse grounds. No decorations with open flame are allowed within the Clubhouse.**
- y. **Violation of any Association rules, including these Rules, are grounds for prohibiting an Applicant from using the Clubhouse for a period of one year or suspension of other service and facilities, assessments of rules violation charges after referral to the Violation Committee and Legal action for damages.**
- z. It is Applicant's responsibility to report to the Management Agent any damages directly related to Applicant's use of the Clubhouse.
- aa. **Applicant understands that he or she assumes all risks for loss, damage, liability, injury, cost or expense that may occur during or as a result of the use of the Clubhouse and shall be responsible for the total cost of repair and/or replacement for all actual loss or damage to the Clubhouse or its contents including damage sustained to the grounds, building, furniture, equipment and surrounding premises.**

- bb. In consideration of permission to use the Clubhouse, Applicant assumes sole and total responsibility for any damage for any property, damage, injury or accident to any person arising out the Clubhouse use. Applicant further agrees on behalf of itself and its guest and invitees to indemnify, defend, reimburse and hold the Association harmless for any and all violation of any Federal, State or Local Laws, Statutes or ordinances, and to indemnify, defend, reimburse and hold the Association harmless for any and all losses, damage, causes of actions, claims, proceedings and/ or injuries sustained, including attorney fees and court costs, arising out of or related to Applicant's and his or her guest's or invitee's use of the Clubhouse.
- cc. In addition, Applicant agrees to release and forever discharge the Association, its officers, directors, and/or agents from any and all claims resulting from Applicant's use of the Clubhouse, its equipment and facilities, and the premises.
- dd. Association shall not be liable for any damage, loss, compensation or claim made by reason of inconvenience to Applicant or any of its guests if the same is due to circumstances beyond the control of Association, including but not limited to (a) the failure of the Association to supply water, gas, electricity or other utility; (b) the breakdown in or mechanical failure of the air conditioning, or heating equipment or any kitchen or other equipment; (c) the necessity to repair any portion of the building's interior, exterior or surrounding grounds; (d) the interruption in the use of the premises; (e) destruction of the premises. It is hereby understood and agreed that Applicant shall be responsible for obtaining any and all insurance for both persons and/or property for Applicant's use of the Clubhouse hereof.
- ee. **This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings, written or oral, between the parties with respect to the Applicant's use of the Clubhouse.**
- ff. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of it shall not affect the validity or enforceability of any other provision or portion.
- gg. **If any legal action arises out of use of this Agreement, the Applicant agrees to pay all attorney fees and costs incurred by the Association. Applicant shall be responsible for any legal fees required in connection with the execution and enforcement of this Agreement.**
- hh. This Agreement shall be construed under, and in accordance with, the laws of the State of Florida. The exclusive and sole jurisdiction and venue for all disputes arising from this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, Florida.
- ii. Applicant and Association hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Applicant or Association against the other.
- jj. No pets, except trained see-eye dogs used by blind Applicant or guest, are permitted in the Clubhouse. No pets are permitted inside the pool and/or pool's common area.
- kk. Applicant shall be bound by all of the Rules and Regulations of Association pertaining to the Clubhouse equipment and facilities. These rules and regulations may be changed, amended or supplemented at the sole discretion of Association and its directors.

The Association 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 Clubhouse by the Applicant and his or her guests and require Applicant to vacate the premises during the function if it is determined that there were misrepresentations set forth in the Application or if there is any violation of Association Declaration or Rules or damage to property or violation of any Federal, State or Local Laws, statutes or ordinances. Such revocation, suspension or vacation of the premises will also result in no refund of the Rental Use Fee. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the Association, or the Management Agent. If the Applicant fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Manager or other authorized Association representatives are authorized and directed to immediately revoke the approval, suspend the right of use and vacate the Clubhouse and /or call the Miami-Dade Police. A partial refund is in the Management's discretion if use is suspended for reasons other than rules violations or

If a renter locks out with the keys inside the Clubhouse, an emergency call must be made to Kendall Star (Cleaning service Co.) at (786) 223-9630 IMMEDIATELY. A required fee of \$300.00 must be payable with a money order to Polynesian at Islands at Doral, and submitted to the Management office within Three (3) days of the rental date, or will be added to your account.

Signature of Applicant _____ Date _____ Time _____

**C/o Gables Professional Management Co.
3934 SW 8th Street. Suite 303. Coral Gables, FL 33134
PH. (305) 441-0904 • FAX (305) 441-7982.**