

Garden Estates Clubhouse

11840 SW 155th Court Miami FL, 33196

Reservations, Applications, Payments of Fees:

The rental fee (\$200) and Deposit (\$300) must accompany this application and will be cashed upon receipt. The property manager may not accept an application or confirm reserved space without receipt of 100% of the deposit and rental Fee. Rental fees and Deposits must be received at least (14) days in advance of function to allow time for bank clearance of the checks. Shorter periods will require secured funds (i.e. Cashier's checks, certified checks or money orders). All Payments are to be made to "**Century Gardens Homeowners Association**"

Deposit refund, Inspection:

If the Club facility being rented and other Club areas are left in acceptable condition after the event, no damage or loss has occurred, and there are been no infractions of the Rental Schedule as deemed by the Club manager's inspection, the deposit will be fully refunded. The refund of the deposit, or portion thereof, will be returned within 30 days after receipt of the signed "Cleaning & Usage checklist" to the Renter.

The renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the Property Manager completes its portion of the "Cleaning & Usage Checklist" inspection form and the facility keys/access is returned.

The renter is also responsible for cleaning that portion of the club facility and other impacted Club areas used after use. The renter is responsible for removing all event debris and trash from the premises and its proper disposal immediately following the function. Cleaning is to be in accordance with the "Cleaning and Usage Checklist."

Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur. All trash, garbage, trays, decoration, etc., must be removed from the premises and properly disposed at the conclusion of the function.

Additional Renter Responsibilities

1. The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.
At the discretion of the property manager, Renters may be required to pay a reasonable hourly fee for a Property Manager appointed "Facility monitor" or "police/traffic control monitor" during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the history of the Renter. Should a monitor be required, the Renter would be notified prior to the Property Manager accepting the facility engagement. The renter would have the right to withdraw the application for facility's rental.
2. Under no circumstances, may Renter or guests mark the walls, ceiling and furnishings in any way, to include decorations, signs, tape, tacks, etc.
3. All guest cars must be properly parked in the parking lot area **ONLY** and the parking and driveway area **MUST** be clean of any party related debris after the function. There shall be absolutely **NO PARKING ON GRASS**. Any infraction may damage the irrigation system or landscaping. Such damages will be back charged to the Renter. If needed, additional parking is allowed along the edge of the park; **NO PARKING ALLOWED IN THE FRONT OF THE CLUBHOUSE**.
4. Renters and/or guests are not allowed in the fitness center during the function.
5. Renting the room **DOES NOT INCLUDE THE RECEPTION AREA, THE TERRACE/POOL DECK, USE OF THE POOL OR DECORATING OUTSIDE...** doing so is strictly prohibited.
6. Closing time for private functions is 10:00 pm, no exceptions. This means that the rental room must be cleared out by 10:00 pm.
7. No cooking is permitted on site. Only warming of food is permitted. No food or beverages is allowed on the pool deck at any time.
8. At the end of the event it's the Renter's responsibility to ensure that all doors (front and exterior) are closed.

NOTE: Any infractions of the Club rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the renter to appear before the Board of Directors for approval of any future reservations. The Board of Directors has the right to suspend the privileges of any Renter who has, in the opinion of the Board; improperly used the terms of this agreement, the Club rules and regulations of the Club Schedule. An automatic 60-day no-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board for its decision. If there is property damage in excess of deposit, the Board reserves the right to bill the Renter for the Damage and to pursue collection to recover the funds.

Initial: _____/_____

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This Agreement is by and between Century Gardens Homeowners Association and Renter who is further defines as:
(check one)

Century Gardens Homeowner _____ or General Public User _____.

This agreement is for the rental of a portion of the Century Gardens Club Facility, to be used for a private function (the "Club Facility"), and shall be subject to the terms and conditions set forth in the "Century Gardens Club Rules and Regulations" (referred to in this agreement as the "Club Rules and Regulations"). Which document is attached hereto and made a part hereof by reference and the "Century Gardens Club Schedule of Hours of Operation, Dues, Fees and Charges, Areas and Fees for rental, Rental Policies, Procedures and Regulations" (referred to in this agreements as the "Club Schedule") which document is attached hereto and made a part hereof by reference. To the extent of any conflict between the terms of this agreement and the terms of the Club Rules and Regulations and Club Schedule, the terms of the Club Schedule shall prevail over the terms of this agreement.

Please print clearly.

Renter: _____

Renter's Property address: _____

Renter's Cell Number: _____ Email: _____

Description:

A.) Date of Function (Include Day of Week- Sat, Sun, etc.): _____

B.) Time Slot: _____ to _____ (4 Hours Max per Party/ Per day)

C.) Purpose of Rental (Type of Event, Wedding, Birthday, etc.): _____

D.) Number of people expected to attend this function: _____

(Maximum allowed in the Function Room is **89**) (NOTE: Use of Fitness Center Prohibited)

Renter will Serve:

Waiver: Alcohol _____ No Alcohol _____

(Alcohol is not to be sold on the premises at any time.)

Catered Food: Yes _____ No _____

Bounce House: Yes _____ No _____

Provide Music: Yes _____ No _____

If yes, please indicate type of Music (i.e. Live Band, Stereo, DJ, etc). _____

I understand and agree to abide by the attached Rules of the Clubhouse and understand that I am responsible for any loss or damage to Club facilities, Club Property and Association Common Areas, which may occur as a result of this function and rental. This AGREEMENT entered into on (date) _____

Signature of Renter

Print

**Photo ID is required; the Property Manager may require one or two forms of ID.*

Initial: _____/_____

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Please complete the section that pertains to your event.

No Alcohol Release

Address: _____

The Undersigned Hereby releases and forever holds harmless Century Gardens Homeowners Association, its administrators, agents, assigns all other persons, firms, and corporations, who it might claim to be liable. I agree that **NO LIQOUR** will be served at event hosted by _____, on _____. This is a voluntary release. The risks include those foreseen and unforeseen, known and unknown.

I have read and understand all the above on this the _____ day of _____, 20_____.

Signature: _____

Print: _____

Alcohol Release

Address: _____

The Undersigned Hereby releases and forever holds harmless Century Gardens Homeowners Association, its administrators, agents, assigns all other persons, firms, and corporations, who it might claim to be liable, for any injury that may occur being served at event hosted by _____, on _____, which may result from an automobile accident that might occur as a result of any irresponsible use of alcohol at an party or function held at the Century Gardens Homeowners Association Clubhouse.

This is a voluntary release for any and all future injuries or accidents. The undersigned is aware of the risks of using alcohol and driving hereby assumes all risks. The risks include those foreseen and unforeseen, known and unknown.

I have read and understand all the above on this the _____ day of _____, 20_____.

Signature: _____

Print: _____

This instrument was acknowledged before me on _____ by _____
who is personally Known _____ or has been identified by identification number _____

Rubber Stamp / Seal

Notary Public Name: _____

Notary Public Signature: _____

Commission Expires: _____

Initial: _____/_____

