

ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

COMMON PROPERTY AND TOWN CENTER RENTAL APPLICATION AND AGREEMENT

Date of Application: _____

First Name: _____ Last Name: _____

Isles of Sarasota Address: _____

Day Phone: _____ Evening Phone: _____

Email Address: _____

Please Check the Facilities Requested

- | | |
|---|---|
| <input type="checkbox"/> Card Room - \$150.00 | <input type="checkbox"/> Lounge (Left Side Only) - \$200.00 |
| <input type="checkbox"/> Lounge (Right Side Only) - \$250.00 | <input type="checkbox"/> Entire Clubhouse - \$500.00 |
| <input type="checkbox"/> Gazebo and Patio (FREE if renting a room) - \$100.00 | |

Only two (2) rentals allowed per month. Approval is on an individual basis. ALL reservations must be booked at a minimum of thirty (30) days in advance of the event to notify Isles of Sarasota residents in the monthly newsletter.

Please note that there is a maximum of eight (8) hours per reservation.
All events must begin after 8:00 a.m. and end no later than 10:00 p.m.

Date Requested _____ Time _____ a.m./p.m. until _____ a.m./p.m.

Purpose of Use _____

Anticipated Attendance _____ # of Guests under 21 _____ Will Alcohol be Served Yes No

Renter agrees NOT to serve alcoholic beverages to anyone under 21 years of age. Initials: _____

Will Food be Catered? Yes No Delivery of any Rental Furniture or Equipment? Yes No

Name of All Delivery Companies and Rental Firms and Type of Equipment That will be Delivered:

COMMON PROPERTY AND TOWN CENTER RENTAL AGREEMENT

This Common Property and Town Center Rental Application and Agreement (the "Rental Agreement") is made this ____ day of _____, 20__ by and between Isles of Sarasota Homeowners Association, Inc. (the "Association") and _____ (the "Rental Party").

1. **Reservations.** The reservation of the Common Property and Town Center is "first-come, first served" with priorities given to Association sponsored functions. A completed Rental Agreement, as well as the rental check and security deposit, is to be received by the Association to finalize a reservation. A reservation is considered binding after the Rental Agreement has been signed by the Rental Party and the Association.

2. **Rental Fees.** All rental fees and a refundable security deposit are due at the time of application.

3. **Security Deposit.** All rental applications must pay a security deposit of **\$500.00**. The deposit is refundable, after inspection, if the Reserved Facilities are left clean, with no damage to furnishings or equipment, and when the keys are returned. Any costs incurred in cleaning or repairing the Reserved Facilities will be deducted from the deposit. The payment of the security deposit in no way limits or impairs any other rights under law held by the Association should damage exceed the security deposit. The Association has sole and full discretion over whether the security deposit shall be refunded.

4. **Use of Facilities.** The Rental Party shall have exclusive use of those portions of the Common Property that were reserved (the "Reserved Facilities"), only during the Rental Period and only for the sole purpose of staging the event as described in the Rental Application. Any portions of the Common Property not reserved under the Rental Agreement may be used by homeowners on a first-come, first-served basis, unless otherwise reserved by another party.

The rental fee includes use of the Reserved Facilities, electricity, water and non-cooking kitchen (except when renting the Gazebo and Patio). Also included on a first-come, first-served basis are the following: (10) 60" Round Tables; (2) 6' Buffet Tables; (80) Folding Chairs; and (1) 12x12 Dance Floor. The Rental Party is responsible for providing its own table coverings. Please see the Activities Director for more information.

5. **Invitation.** A copy of the invitation shall be given to the Activities Director at least one week prior to the event.

6. **Rental Party Oversight.** The Rental Party shall be present at the facilities for the entire event.

7. **Set Up and Cleaning.** The Rental Party shall provide a cell phone number and shall be available to contact during the day of the event for coordination. The Activities Director will provide basic set up of chairs, tables and banquet tables if the Rental Party provides the director with a setup diagram at least one (1) week prior to the event. All other set up, take down, and clean-up is the responsibility of the Rental Party. Upon conclusion of the event, the Reserved Facilities will be left in their pre-event condition, with all decorations will be removed and all trash bagged, removed from the facility and placed in the trash receptacle in the parking lot. A key to open the clear air-conditioner box is located in the Town Center. The air shall be set to 76 degrees when the event is finished.

8. **Kitchen.** No cooking shall be allowed in the kitchen. The kitchen may only be used for tray sternos, warming and refrigeration. Any items held in the refrigerator must be removed immediately following the event. The kitchen must be thoroughly cleaned after the event.

9. **Decorations.** No furniture or decorations shall be moved. Absolutely NO wall decorations shall be allowed. The Rental Party shall be liable for all damages associated with any wall decorations. Only table decorations are permitted.

10. **Vendors.** All vendors must supply a certificate of liability insurance to the Association, including caterers, bands, disc jockeys and otherwise. Any vendor that fails to provide a certificate of liability insurance shall not be permitted on the Clubhouse premises.

11. **Music and Doors.** Any and all live music bands or disc jockeys must be located inside the Clubhouse and are not allowed outside. All music shall end on or before 10:00 p.m. All exterior doors must remain closed during the event, with or without music.

12. **Alcoholic Beverages.** Should alcoholic beverage be provided, the following rules shall apply:

- a. Proof of host liquor liability insurance must be provided with respect to injuries, deaths and damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the Rental Party's homeowner's insurance policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. **Proof of such insurance must be delivered to the Town Manager at least one (1) week prior to the event date or the Rental Agreement is subject to automatic termination by the Association;**
- b. No fee shall be charged, either directly or indirectly for the consumption of any alcoholic beverages, including cash bars or admission fees;
- c. No alcoholic beverages shall be served, at any time, to any person who is under 21 years of age or to any intoxicated person;
- d. If any persons under the age of 21 attends the event, whether invited or uninvited, and brings alcoholic beverages onto the Reserved Facilities, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party shall call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years of age, the Rental Party shall assure that there is at least one adult chaperone present at all times for every ten (10) persons under the age of 21;
- e. If any adult, over the age of 21, attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Reserved Facilities, the Rental Party shall take action to have such activities stopped, and if necessary, to notify the police to seek assistance;
- f. The Rental Party shall arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication; and
- g. The Rental Party shall be solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event The Rental Party shall indemnify and hold harmless the Association for any claims, actions, liabilities, judgments or suits brought by third-parties against the Association for any damages

caused as a result of the Rental Party's failure to comply with the provisions of this paragraph 12 and subsections.

13. **Prohibited Items and Activities.** The following are prohibited: (i) aircrafts, including airplanes, helicopters and hot air balloons; (ii) boats of any kind; (iii) skydiving and (iv) parasailing.

14. **Personal Property.** The Association shall not be responsible for any valuables or personal property left on the premises.

15. **Animals.** Animals, with the exception of service animals, are not permitted inside the Common Property without prior approval of the Association.

16. **Smoking.** The Rental Party acknowledges that the Common Property and Town Center and surrounding areas are **NONSMOKING** facilities. No smoking is allowed anywhere within the Common Property and Town Center, or within 50 feet of the Town Center, at any time. The Rental Party agrees that violation of the non-smoking provision will be sufficient reason for a cleaning fee of \$100.00.

17. **Exceptions.** Any exceptions to the provisions set forth in the Rental Agreement will be considered by the Association on an "as requested" basis and such requests shall be submitted in writing. All approved exceptions shall be in writing; otherwise, they are deemed denied.

18. **Breach of Rental Agreement/Fines.** The Rental Party agrees that a violation of any of the provisions of the Rental Agreement may result in fines of up to \$100.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Association. Further, any such violation may preclude the Rental Party from using the Common Property and Town Center in the future, at the discretion of the Association. The Association shall have all rights available under law and the Association's governing documents for enforcement of the provisions of this paragraph and the Rental Agreement.

19. **Limitation of Liability and Indemnification.** The Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damages caused by them, even if such costs exceed the amount of the Deposit. The Rental Party releases and agrees to fully indemnify, hold harmless, and defend the Association and its representatives from all claims, judgments or any other liability resulting from the Rental Party's use of the Common Property and Town Center and surrounding areas, including liability for any attendee to the Rental Party's event. The Rental Party agrees to save, indemnify, defend and hold harmless the Association and its officers, directors, agents, employees, contractors, assigns and invitees or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Common Property and Town Center. The Rental Party expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk of bodily injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the Association or otherwise while in or upon the Association's facilities or for any purpose while participating in the event that is the subject of the Rental Agreement. The Rental Party hereby releases, waives, discharges and covenants not to sue the Association, its officers, directors, agents, employees, contractors and invitees and assigns from all claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the use of the facilities by the Rental Party, or any person using the reserved facilities. The Rental Party expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the law of the state of Florida, and further that if any part hereof is held invalid, the remainder of this section and this Rental Agreement shall continue in legal force and effect.

20. **Severability.** If any portion of the Rental Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of the Rental Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

21. **Entire Rental Agreement.** The Rental Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein and shall supersede all prior oral or written negotiations, understandings and commitments.

22. **Counterpart Execution.** The Rental Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a portable document format (PDF) file, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect for all purposes, including the rules of evidence applicable to court proceedings.

23. **Incorporation of Documents.** The Declaration of Covenants, Conditions, and Restrictions of the Association, the Bylaws of the Association, the Rules and Regulations of the Association, and the Rental Application, attached as Page 1 hereto, are hereby specifically adopted and incorporated by reference into the Rental Agreement, as if fully set forth herein.

24. **Modification.** All modifications to the Rental Agreement shall be in writing and signed by both parties. All oral modification to the Rental Agreement shall be deemed invalid and unenforceable.

The Rental Party has read and fully understands and has voluntarily signed this Rental Agreement. The Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. The Rental Party shall be considered the legally responsible party for compliance with all Rules and Regulations of the Association. Failure to comply with the terms and conditions of this Rental Agreement and all Rules and Regulations of the Association may result in the forfeiture of the Deposit and the Rental Party's ability to rent the Common Property and Town Center in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO THAT I HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, THIS COMMON PROPERTY AND TOWN CENTER RENTAL AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE ASSOCIATION.

Resident
Signature: _____ Date: _____

Town Manager
Signature: _____ Date: _____

Activities Director
Signature: _____ Date: _____

Comments: