



9019 Creedmoor Ln
New Port Richey, Fl. 34654
727-856-8900 Tel 727-856-0760 Fax

Waters Edge Community Center Special Event Agreement

This agreement is made and entered into on this date _____, by and between Waters Edge Homeowners Association and the following Waters Edge Resident:

Name _____ Address _____ Phone # _____

Please note that the resident must be up to date with respect to all association dues and must not have any outstanding fees owed subsequent to previous rental and/or damage.

Management has confirmed there are no outstanding fees owed to the HOA. _____

Of great importance to note is that all future communications regarding this rental will occur ONLY between this resident and the clubhouse manager. The clubhouse manager will NOT engage in event planning or respond to questions from ANYONE other than the resident. The resident will be held entirely responsible for the planning, set-up, and cleaning of the clubhouse.

Rental fees will be broken down as follows

- ✓ ½ day \$ 50.00 (10:00am to 4:00pm) OR (5:00pm to 11:00pm)
- ✓ Full day \$100.00 (10:00am to 11:00pm)

Waters Edge HOA agrees to rent, and the resident agrees to lease the Waters Edge Clubhouse for the purpose of:

Purpose of the party _____

The date of the clubhouse rental will be _____

The hours for the clubhouse rental will be _____

The number of attendees will be no larger than 50 Initials _____

***** The use of the pool and all other clubhouse amenities while holding a party in our great room is prohibited ***** Initials _____

1. In addition to the rental fees noted on page one, there will be a **\$150.00** security deposit which will serve the purpose of both securing this date and will be held as a damage deposit. *The entire deposit and rental fee must be paid at the time of reservation.*
2. Should a resident decide to cancel their reservation, they must do so by contacting the Clubhouse Manager at least seven (7) days prior to the rental date. All held fees will be released to the resident. **HOWEVER, IF A CANCELLATION OCCURS ANY TIME AFTER 7 DAYS PRIOR TO THE EVENT, ALL CURRENTLY HELD FEES AND SECURITY DEPOSIT WILL BE FORFEITED to the HOA.**
3. Please note that your security deposit (\$150.00) will be held for the purpose of being a damage deposit. Any of this deposit may be retained by the HOA if either the clean-up requirements are not completed or if there is evidence of damage as identified on the post-event "walk-through". Resident renting the clubhouse are required to be at the party.

**** NOTHING HOT WILL BE PLACED ON THE TABLES WITHOUT A CARDBOARD PROTECTIVE COVER ****

4. The HOA also reserves the right to request additional funds beyond the security deposit should there be damage and/or cleaning needs that exceed the \$150.00 deposit. Damage or failure to follow the agreed-upon rules and regulations and/or the failure to perform agreed upon cleaning of the premises may result in future restrictions of the resident's ability to rent the HOA clubhouse. This is a decision that would be arrived at and implemented by the HOA Board of Directors.
5. The renter herewith releases and agrees to indemnify and hold harmless Waters Edge HOA from and against all damages, claims, and liability arising from or connected with the renter's use of the leased premises, including without limitation, any damage or injury to person or property. If the HOA shall become a party to litigation commenced by, or against the renter, then the renter shall indemnify and hold the Waters Edge HOA harmless. The renter expressly does hereby release WatersEdge from all liability for any accident, damages, or injury caused to person on property on or about the leased premises resulting from any cause whatsoever, other than the sole gross negligence of Waters Edge, during the rental period. The indemnification provided in this section shall include the Waters Edge HOA's legal costs, fees, and expenses in connection with any such claim, action, or proceeding.
6. The renter accepts the Clubhouse Great Room as is, and agrees to use the facilities for the aforementioned stated purpose on page one (1), and in such a manner as not to cause any waste, damage, or create a nuisance of any sort. In the event that the activities of the renter shall cause a nuisance or disturbance to any person in the surrounding area, the HOA and Clubhouse Management shall have the right to immediately terminate this lease and retake possession of said premises, **WITHOUT REFUND OF ALL RENTAL FEES AND SECURITY DEPOSITS.**
7. Please note that the renter has agreed to and committed to the fact that the number of persons at this event will **NOT** exceed fifty (**50**) persons. Should there be evidence that the number of attendees at this event exceeds this number, and then the HOA and Clubhouse Management shall have the right to immediately terminate this lease and retake possession of said premises, **WITHOUT REFUND OF ALL RENTAL FEES AND SECURITY DEPOSITS.**

8. Please note that the renter has agreed to the fact that this rental contract stipulates that all attendees to this event will be confining their activities and their presence to the clubhouse Great Room itself. At NO TIME will event attendees be permitted in the pool area including pool deck or any other clubhouse amenities. Should there be evidence that event attendees are either in the pool or in its immediately surrounding fenced-in area or any other amenities; the HOA and Clubhouse Management shall have the right to immediately terminate this lease and retake possession of said premises, WITHOUT REFUND OF ALL RENTAL FEES AND SECURITY DEPOSITS.
9. The renter will complete a pre-event and post-event “walk-through” while being accompanied by a WatersEdge Clubhouse Management. This form will be introduced to the renter by our WatersEdge Clubhouse Management and will be used for the purpose of determining damage deposit refunds. Should there be any disagreement between the HOA/Clubhouse Management and the renter with respect to the amount of damage deposit refund, this issue will be referred to the Community Association Manager. The CAM will bring this issue to the next scheduled Board of Directors meeting to determine a final decision on the matter. Please note that the Clubhouse Management or Security will complete the post-event walk through upon completion of the event. The timing of this post-event walk through will be agreed upon by the clubhouse manage and the renter.
10. **ALTHOUGH THIS VERY IMPORTANT POINT IS EMPHASIZED IN MANY PLACES BOTH IN THIS DOCUMENT AND IN THE PRE AND POST EVENT WALK-THROUGH FORM, IT WILL BE REITERATED HERE: THE RESIDENT RENTING THE CLUBHOUSE MUST BE PRESENT THROUGHOUT THE ENTIRE RENTAL EVENT. IT IS THE RESIDENT, AND ONLY THE RESIDENT WHO WILL BE RESPONSIBLE TO COMMUNICATE WITH CLUBHOUSE MANAGEMENT SHOULD THAT BECOME NECESSARY AT ANY TIME DURING THE EVENT. SHOULD THERE BE EVIDENCE THAT THE RESIDENT HAS LEFT THE PREMISES OR IS UNAVAILABLE; THE CLUBHOUSE MANAGEMENT SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THIS LEASE AND RETAKE POSSESSION OF SAID PREMISES WITHOUT REFUND OF RENTAL FEES AND SECURITY DEPOSITS.**
11. Should legal actions be necessary to enforce any of the forgoing terms and conditions, the resident will bear all legal fees and expenses incurred by Waters Edge.
12. No glitter or confetti will be allowed. All decorations including tape will be removed upon cleanup.
13. Violation of any or all of the aforementioned in this agreement could result in the following:
 - Loss of Deposit
 - Suspension of Usage Rights
 - Loss of future rental usage

I have read, understand, and will abide by all of the terms outlined above in this WatersEdge Homeowners Clubhouse Rental Agreement. I will abide by all WatersEdge Clubhouse Rental policies, which are attached to, and incorporated in, this Rental Agreement.

WatersEdge Homeowner Date

WatersEdge Homeowner Address

Clubhouse Manager/Designee Date

ONE CHECK MADE PAYABLE TO: Waters Edge Master HOA

PLEASE NOTE: ALL CHECKS WILL BE CASHED AND HELD TO HOLD PARTY. (Residents must be in attendance for the entire party! Residents' name must be printed on checks. Residents' name listed above is responsible for all actions during party.)

This rental agreement is the entire agreement between the parties and supersedes all prior agreement or understands with respect to the Rental Event or the Clubhouse facility. No change to this rental agreement will be valid unless completed in writing and signed by both renter and owner (Waters Edge/Clubhouse Management)

Waters Edge HOMEOWNERS ASSOCIATION

CLUBHOUSE PRE AND POST RENTAL CHECKLIST

Please note that prior to any clubhouse rental; the renter will be accompanied by one of our clubhouse staff members in a “walk through’ to determine whether there are any irregularities in the current condition of the clubhouse. Remember, that it is YOUR responsibility to highlight any problems that you see during the pre-rental “walk through.”

If a problem is not noted until AFTER a rental event, it will be assumed that the irregularity has occurred due to that event and this will likely affect your security deposit and you may be held responsible for repairs that require more than the amount of your actual security deposit.

PLEASE NOTE THAT PRIOR TO ANY HOMEOWNER RECEIVING A REFUND OF THEIR SECURITY DEPOSIT; HE/SHE WILL NEED TO COMPLETE A POST-EVENT “WALK-THROUGH” WITH ONE OF THE CLUBHOUSE STAFF MEMBERS OR THEIR DESIGNEE WITHIN 12 HOURS AFTER COMPLETION OF THEIR EVENT. THE SPECIFIC TIME OF THE POST-EVENT “WALK-THROUGH” WILL BE AGREED UPON BY THE HOMEOWNER AND CLUBHOUSE MANAGER/DESIGNEE.

Date of Event _____

Purpose of Event _____

Homeowner Responsible _____

AREAS OF INSPECTION

GROUNDS—This includes the entire grounds of the clubhouse. All trash, debris, and cigarette butts must be removed. This includes the area around the front entrance as well as the parking lot and lawn.

Please note any deficiency:

FRONT ENTRANCE—This includes the area that is exposed as you first walk into the clubhouse. Again, this area is expected to be clean of debris, floor is expected to be clean, walls are expected to be without any indentation or damage.

Please note any deficiency:

RESTROOMS— This area is expected to be clean of debris. Toilets are expected to be clean, in working order, and have no foreign objects placed within them. Counters and mirrors are expected to be clean and obviously wiped down. All trash should be removed from restrooms and disposed of properly. Finally, floor tile should have been swept.

Please note any deficiency:

GREAT ROOM—the large room in the clubhouse is expected to be clean of all debris. Removal of furniture is not permitted. Tables and chairs may be rearranged to suit party needs, but couch area may NOT be moved. Table and

chairs expected to be returned to original position and in original working order. Window treatments are expected to be left as they were originally found and to be in full working order. Tile and wood is expected to have been cleaned, vacuumed, and be free of stains. All walls are expected to be in good condition and have no indentation or damage noted.

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FINALLY, THE DOORS TO THE POOL AREA SHOULD REMAIN LOCKED AS ACCESS TO THE POOL AREA IS NOT PERMITTED DURING CLUBHOUSE RENTALS. IF IT IS NOTED THAT GUESTS HAVE BEEN IN THE POOL AREA, THIS MAY VERY WELL AFFECT A HOMEOWNER'S ABILITY TO RENT THE FACILITY IN THE FUTURE.

Please note any deficiency:

KITCHEN—the kitchen is expected to be clean of all debris. The refrigerator is expected to be cleaned, wiped out, and all personal food items should be removed from the refrigerator at the end of an event. The microwave should be cleaned and wiped down. If the dishwasher was used, all items should be removed and returned to their original place...whether they be the property of the clubhouse OR personal property. All counters and cabinets should be wiped down and trash should be disposed of properly. Floors should be swept and free of any stain/damage. Walls should be in good condition and have no indentation or damage noted.

Please note any deficiency:

- ✓ It is necessary that the building be secured at all times. You must open the doors for your guests—do not prop the doors open.
- ✓ No grills or cooking devices of any kind allowed
- ✓ Alcoholic beverages can only be consumed inside the clubhouse and not at all by people under the age of 21.
- ✓ No parking in front of clubhouse EXCEPT for loading and unloading. All resident and guests must park in the prescribed parking spaces to the side of the clubhouse.
- ✓ No smoking in clubhouse or pool deck area.

Signature of Clubhouse Manager (PRE-RENTAL) _____

Signature of Homeowner (PRE-RENTAL) _____

Signature of Clubhouse Manager (POST-RENTAL) _____

Signature of Homeowner (POST-RENTAL) _____

We wish to thank you for taking this opportunity to rent the clubhouse and hope that you have a tremendous time.

Respectfully,

**The Clubhouse Manager and Staff
The WatersEdge Homeowners Association Board**