

ISLANDS AT DORAL CLUBHOUSE

8250 N.W. 112th COURT

DORAL, FL 33178

TEL: (305) 883-8146 FAX: (305) 883-8176

CLUBHOUSE RESERVATION AGREEMENT

RESIDENT’S NAME _____

RESIDENT’S ADDRESS _____

HOME PHONE _____ BUSINESS PHONE _____

CELL PHONE _____ E-MAIL: _____

FLORIDA DRIVER’S LICENSE # _____

(Copy attached)

DATE AND HOURS REQUESTED: DATE _____ FROM _____ TO _____

TYPE OF FUNCTION _____ ROOM:: _____

NUMBER OF PEOPLE TO ATTEND: _____ (Must not exceed maximum of rental location occupancy or you will have additional charges). _____ (initials of Resident)

NUMBER OF TABLES/CHAIRS NEEDED FOR PARTY: _____ 72” round tables _____ 72” rectangular tables’ _____ banquet chairs. Amount of furniture rental including tax: \$ _____ (include in rental payment)

The resident making this reservation and deposit agrees to the following terms and conditions:

1. The Rental Fee is non-refundable and is for 4 hours of use, including setup and takedown/cleaning on the above date (the “Event”). Upon execution of this Agreement, a deposit in the amount of \$ _____ (the “Deposit”) shall be provided to the property Manager. If the Event time exceeds these parameters, each additional hour or any part of an hour will be deducted from the Deposit based on a rate of \$ _____ per hour. If the deposit is insufficient to cover the cost of the overage uses of the facilities or security personnel, Resident shall be responsible for such additional costs.
2. The Rental Fee and registration must be paid in full, **two (2) weeks before the event or earlier** in the form of a cashier check or money order for the facilities, furniture and security company deposit and a separate cashier’s check or money order for the rental fee in order for the reservation to be confirmed.
3. The Resident identified above must be present at all times during the Event and is liable for any and all damages that may occur during the Event.
4. In exchange for the use of the premises for the Event, and for other good and valuable consideration the receipt and sufficiency of which Resident acknowledges, Resident covenants and agrees as follow:
 - a. Resident assumes full responsibility for any and all damages to the premises building or facility, its furniture, equipment and assets that occur during,

- arise out of, or are in any way related to the Event. _____ (initials of Resident)
- b. At the conclusion of the Event, Resident shall (i) turn off all lights; (ii) remove all debris, including but not limited to garbage, trash, decorations, balloons, etc., (the “Event Debris”) from the premises for proper disposal; and (iii) return the Premises to the condition it was in prior to the reservation. _____ (initials of Resident)
 - c. If all Event Debris is not removed a \$100.00 Event Debris Removal Fee will be deducted from the Deposit. _____ (initials of Resident)
 - d. All loud speakers and music must cease at **12:00 am** according to law. _____ (initials of Resident)
 - e. Event must end no later than 12:00am., and Residents shall cause all attendees must vacate the premises immediately thereafter. _____ (initials of Resident)
 - f. Events are restricted to the clubhouse building or gazebos; no pool parties are permitted, as there are no lifeguards on the premises. _____ (initials of Resident)
 - g. Parties are restricted to the clubhouse or gazebos; no pool parties are permitted, as there are no lifeguards on the premises. _____ (initials of Resident)
 - h. The Premises shall not be reserved or used for commercial purposes. _____ (initials of Resident)
 - i. Resident is responsible for ensuring than all invitees of Resident Park in the clubhouse building parking while attending the Event. _____ (initials of Resident)
 - j. Security personnel will be contacted by the Management Company. This security guard will ensure that all rules and regulations are adhered to and that the premises is properly used. The security personnel are not employees of the Doral Club, LLC or of Doral Club Management, LLC (collectively the “Clubhouse”). Resident shall hold the Clubhouse harmless against any and claims resulting from the acts or omissions of the security personnel. Resident and all Resident’s invitees shall at all times obey the directions of the security personnel and the Clubhouse personnel. If the Clubhouse determines, in its sole and absolute discretion, that Resident’s Event requires security then Resident will be required to contract with the Clubhouse’s approved security vendor to procure security personnel for the Event. All security deposits and fees are to be made out to the clubhouse security company (ask staff the company’s name). _____ (Initials of Resident)
 - k. No alcohol may be brought on to or consumed on the premises. No vendors allowed unless on preferred vendors list. Violation of this rule will result in the immediate suspension/cancellation of the Event and a forfeiture of any amounts paid. _____ (initials of Resident)
 - l. The Clubhouse reserves the right to cancel any Event due to unforeseen causes including, but not limited to, natural disasters, acts of God, etc. Furthermore, the Clubhouse reserves the right to cancel any Event to prepare for any forecasted tropical depressions, tropical storms, or hurricanes. In the event of such a cancellation, the Clubhouse at its sole and absolute discretion, will return any rental fees or Deposits paid as of the date of cancellation. _____ (initials of Resident)

- m. No tables and chairs from anywhere but the Clubhouse and prefer vendors are permitted on the premises. _____(initials of Resident)
- n. **No changes** or modifications to this Agreement are valid or effective unless in writing and signed by an authorized representative of the Clubhouse.
- o. **The premises have space limitations. If the number of invitees, or if the Event itself exceeds these limitation then (i) the Event is subject to immediate suspension/cancellation; and (ii) a claim may be made on the Deposit. Please make sure that you comply.**_____ (initials of Resident).

5. At the conclusion of the Event, the Resident shall ensure that the premises is in the same condition it was in prior to the Event. So long as there are no damages or other claims, the Deposit, less any deductions, will be refunded in full within thirty-five (35) business days of the Event. If the premises are not restored to the condition it was in prior to the Event, and the Clubhouse is required to any costs to restore the premises to the condition it was in prior to the Event, including but not limited to costs for deep cleaning and/or repairs of any kind (the "Restoration costs"), then any and all such costs shall be deducted from the Deposit. If the Deposit is insufficient to cover the Restoration Costs, then the Residence shall be liable for the difference. Any amounts due hereunder shall be deemed and treated like Club Dues, and the Clubhouse shall be entitled to pursue any and all remedies available to it under the Declaration of Covenants. If the Clubhouse takes any action to enforce its rights under this Agreement, the Resident shall be responsible for any costs associated with such enforcement, including but not limited to reasonable attorney's fees and costs whether incurred pre or post-suit and at any tribunal level. _____ (initials of Resident)

6. Cleaning fee of \$100.is required in addition to room rental when renting the banquet room. Any expense incurred for cleaning beyond the assessed fee will result in loss of deposit amounts; pursuant to Section 5 above.

7. **Please make sure that the facility selected is the right size for your party.** Check the price list to verify the amount of people allowed in each location. If your Event exceeds the size and/or space limitations of the selected portion of the premises, the Event is subject to cancellation/suspension as per Section 4(o) above, or an Additional Space Fee may be deducted from your Deposit. The Additional Space Fee shall not exceed the difference in costs between the selected portion of the premises and the next largest portion of the premises. _____ (initials of Resident)

8. The Clubhouse shall not be liable for any damages, losses or injury to persons or property occurring within the facility or upon Clubhouse property. Residents agrees to hold harmless and indemnify the Clubhouse, its successors, agents, partners, members, managers, employees, assigns, and beneficiaries ("**Indemnitees**") from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Landlord or Landlord's Indemnitees, including reasonable attorney's fees and expenses, that may arise from (i) any act or occurrence on the premises, before, during, or after the Event, or in any way relating to the Event, except to the extent caused by the gross negligence or willful misconduct of the indemnitees; or (ii) that may arise from Resident's failure to comply with this Agreement or any applicable laws as required herein (including, without limitation, any present or future federal, state or local laws, rules, regulations or ordinances). Resident further acknowledges and agrees that the Clubhouse shall not be liable to Resident or Resident's invitees, agents, contractors, or employees for any

damages, losses or injuries to persons or property which may be caused by the acts, neglect, omissions or faults of any person (including, without limitation, any other owners or occupants of any portion of the Island at Doral) or which may result from any force majeure events, including fire, wind, explosion, falling plaster, steam, gas, electricity, water or rain or leaks from any part of the premises or from the pipes, appliances or plumbing works, or from the road, street or subsurface, or from any other place, or by any cause whatsoever, except to the extent caused by the gross negligence or willful misconduct of the Clubhouse. This indemnification shall survive the termination of this Agreement. _____
(initials of Resident)

9. Residents, guests, licensees, and invitees must comply with the Clubhouse's rules, regulations, and local laws, ordinances, State and Federal laws. No one shall (i) park illegally; or (ii) in common ground green areas; or (iii) impair the ingress or egress of other vehicles. Any vehicle parked in violation of this Section 8 will automatically be towed **WITHOUT NOTICE** and at the automobile owner's sole risk and expense. Resident must inform all invitees of all rules and regulations, and of the enforcement thereof, prior to the Event. _____ (initials of Resident)

10. Resident acknowledges and accepts responsibility for any and all of Resident's invitees and will ensure that all Clubhouse rules and regulations are followed including, but not limited to, the respect of neighbors' property and the rights of the other members of the community to the peaceful enjoyment of their property. _____ (initials of Resident)

11. Verbal reservations **will not** be accepted. **Rental fees are due at least two (2) weeks prior to the event.** If payment is not timely received the Clubhouse reserves the right to cancel the event for non-payment and to re-commit the premises. It is the Resident's responsibility to comply with reservation and payment requirements. No verbal reservation or any concessions will be accepted _____ (initials of Resident)

12. **Cancellation Policy or Change (s):** Cancellation notices must be in writing and delivered to the Clubhouse via facsimile or email at least two (2) weeks prior to the date of the Event. Failure to comply with the requirements of this Section 11 will result in forfeiture of the Deposit. If the Event is postponed, Resident may be subject to a re-booking fee of One Hundred Fifty Dollars and 00/100 (\$150.00). Any other requested changes to the Event, i.e., start or end times, etc., shall be made in writing and submitted to the Clubhouse for approval.

13. The Clubhouse has a list of approved Vendors (the "Vendor List"). Only those Vendors who have been approved by the Clubhouse and are identified on the Vendor List may be used (i.e., Kids, events, food, music, decorations etc.). A copy of the Vendor List is available upon request. Any shows or acts to be performed in the Clubhouse must be approved in writing by the Clubhouse prior to the Event. Failure to obtain the required approvals will subject the Event to immediate suspension/cancellation.

14. Any materials or Event supplies (the "Materials") not picked up promptly after the conclusion of the event (and no later than twenty-four (24) hours after the

conclusion) will be subject to a \$100.00 per day storage fee for each day the Materials are not picked-up.

15. Pool parties or any events involving the pool are strictly prohibited. No games or other recreational activities shall be held in or around the pool. No balloons are allowed in the pool area.

16. Resident shall advise any guests/invitees who arrive early that they are not allowed to enter the premises until the Event start time. Violation of this Section 14 shall result in an Early Access Fee of Two Hundred Dollars and 00/100 (\$200.00) being deducted from the Deposit.

17. At the end the Event, Resident must check out using the Clubhouse Check out Form which can be found at the front desk.

18. The use of confetti, glitter, fog machines, rice, candles or any other items that can damage the premises are strictly prohibited. _____ (Resident initials)

19. Affixing any items to the walls, floors or ceiling in any manner (i.e. tape, glue, staples, etc.) Is not permitted under any circumstances. Doing so will result in the deduction of monies from the security Deposit. _____

20. Any noncompliance with the rental agreement will result in the Deposit not returned due to the contract broken. _____

21. Deposits must be paid to confirm any reservation. The Clubhouse reserves the right to cancel any Event for which the deposit is not timely received and further reserves the right to re-commit the premises. Deposits must be paid at least two (2) weeks prior to the Event and must paid via cashier's check or money order.

22. Guest list must be submit to Clubhouse, no later than 5 days before event. _____

23. Only preferred vendors can be used. _____

I have read & agree to all the items listed in this agreement.

Signature of Resident

Managers Signature of Acceptance

Date

Date

**Islands at Doral Clubhouse
Rental Rates (11/19/2019)**
Non-residents will be charged an additional 15% of the total costs.
Cleaning fee of \$100 for banquet room
ALL EVENTS ARE FOR A FOUR (4) HOUR TIMEFRAME

ROOM RENTALS * 4 HOURS *	RATES Non-refundable	EXTRA HOURS If available	DEPOSIT Refundable
Banquet room (90 max) Inc. tables & chairs Until 5pm any event passed 5 even 1hour next price range	\$500	150.00	\$500
Banquet room (90 max) Inc tables & chairs From 5pm	\$700	175.00	\$700
Any room/s that the event passes closing time 9:00pm/ events no later than 12 am, except Sunday any event that passes closing time 7pm / events no later than 10pm	ADDITIONAL \$150.00	N/A	N/A
ADD KITCHEN	\$50	\$25	\$50
TERRACE ONLY IF RENTING BOTH ROOMS/SET UP AFTER 8: 00 PM	\$50	\$25	\$50
Gazebos(30 max) latest rental 8 pm except Sunday until 6 pm / No games in or around pool area	\$160.00	\$50	\$160.00
TIKI HUT(12 max)	\$75	\$50	\$75
Security (4 hrs. min) party's require a security guards /regardless of amount of guests at the <u>management discretion</u>	\$ 25.80 per hr. Min. 4 hours		Paid in full and separate cashier check

Deposit must be given to make the reservation. Rental fees are due **two weeks prior** to event date, the clubhouse reserves the right to cancel reservation if payment is not done on or before the two weeks. Reservations will only be accepted with a cashier check or money order.

All rentals are on a first come basis. Events starting at 8 am except for Sunday at 10am can set-up the day before if room/s are available, if room is not then event must schedule later in the day or you must set-up within the four hour range. Sorry no exceptions can be made.

Cancellations or changes must be received at least two (2) weeks prior to scheduled event. If not received within two (2) weeks of event, deposit and rental will be forfeited.

All rentals are for a (4) four-hour timeframe. Any time after these hours will be billed to Resident on an hourly basis. Each hour or any amount of time after an hour will be billed at the additional hour cost.

Rates and contract are subject to change without prior notification.

CHECK OUT PROCEDURE

It is **your responsibility** to go to the **front desk** and ask the attendant to come over to your Event area for an inspection once you are ready to leave (this inspection is to verify the time the Event conclude and to ensure that nothing has been broken or damaged). Clubhouse personnel will not inspect the premises until the Event is concluded and all invitees have vacated the premises. It is the responsibility of the Resident to leave the premises in the same condition it was in prior to the Event. Nothing can be taped or glued to any area of the clubhouse. This information on this Check-Out Form shall form part of the basis for determining whether any claims will be imposed on your Deposit. **Failure to adhere to the checkout procedures and to execute this Check-Out Form will result in the forfeiture of the Deposit.** Please feel free to contact us the next business day after your Event for a final inspection update.

Date	Print Renter's Name
Rental Area:	Banquet room, Kitchen, Terrace Gazebo #1, Gazebo #2, Tiki #1, Tiki #2, Tiki #3 (Circle all that apply)
Time Completed _____ am / pm	
Vendor pick-up time: _____ am/pm	
VENDOR 'S NAME: _____	
Damage done: Yes / No (circle one)	

Renter's Signature

Clubhouse Personnel

NAME: _____

ROOM	COST
Banquet Room	\$
Kitchen	\$
Terrace	\$
Gazebo #1	\$
Gazebo #2	\$
Tiki #1	\$
Tiki #2	\$
Tiki #3	\$
Conference	\$
Wood Tables	\$
Aluminum Tables	\$
Chairs	\$
Cleaning fee	\$
Sub-Total	\$
Taxes (7%)	\$
TOTAL	\$

Rules for set-up

1. **No glue, other adhesives or staples etc., (Refer to #18 applies)** may be used on the walls, floors, windows or any other place in the clubhouse. Doing so will result in the deduction of monies from the security deposit.
2. No decorations may be placed on sprinklers, the playground, and the front lobby or in any other not rented for your Event.
3. After your Event, all decoration and Materials must be removed and the premises restore to the condition it was in prior to the Event.
4. If you vendor's does not pick-up on time please read your contract a deduction will be taken from your deposit.
5. **No Verbal agreement** any changes in the agreement must be written and approved by management.
6. Electrical outlets on the outside of the premises may not be used.
7. The vendor must contact the clubhouse for the regulations of setting up for the event.
8. Insurance of vendor must be verified at least **two (2) weeks before** the events. **No Insurance No Vendor.**
9. Any decorations or acts involving candles or any other fire producing item **MUST BE APPROVED BY THE CLUBHOUSE MANAGER** in writing and prior to the Event.
10. The kitchen sink cannot be used for anything other than washing hands or getting water. The sink may not be used to wash dishes, glassware or for any other purpose. No foods or oils can be poured down the sink.
11. The Resident shall be the sole liaison with the Clubhouse.
12. Failure to comply with these rules, or any of them, will subject the Event to immediate suspension/cancellation and may result in forfeiture of the Deposit.

Signature of Renter

RENTAL INFORMATION FORM

TODAY'S DATE: _____ DATE OF EVENT: _____

TYPE OF EVENT: _____

AREA(S) RENTED: _____

SET-UP TIME: _____
3 HOURS MAXIMUM TIME

START TIME: _____ CLEAN UP ENDS: _____
IF YOU ARE NOT DONE BY THE END OF THE CLEAN UP TIME YOU WILL BE CHARGE PER HOUR

Name of Club member / nonmember:

Address (include city, state and zip code): _____

Phone#: _____

NAME OF PERSON IN CHARGE OF EVENT:
