

# Riverwalk of Melbourne

Homeowners Association, Inc.

C/O Watson Association Management

## Clubhouse Rental Agreement

This use, Indemnification and Waiver Agreement ("Agreement") is entered into by and between the Riverwalk of Melbourne ("Association") and ("Owner/s").

NAME OF OWNER/S: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LOT NO. \_\_\_\_\_

PHONE NO. \_\_\_\_\_ ALTERNATIVE NUMBER: \_\_\_\_\_

DATE OF REQUEST \_\_\_\_\_ TIME OF EVENT: \_\_\_\_\_ AM/PM TO: \_\_\_\_\_ AM/PM

TYPE OF EVENT: \_\_\_\_\_ NUMBER OF ATTENDEES \_\_\_\_\_

The entire building is **NO SMOKING** at all times! This is to include all areas inside the entrance gate. The only area allowing smoking is outside the main entrance with all cigarette butts placed in the provided container.

Owners in good standing may rent use of the clubhouse through Watson Association Management for a private event, (such as reception, bridal or baby shower, anniversary, birthday, reunion, etc). Renters are not allowed to rent such facilities except through their landlord whom must be in good standing.

Rental agreement is for the use of the clubhouse only and does not include use of the pool, sauna, hot-tub, gym, billiards room or other recreational facilities. **YOU ARE RESPONSIBLE** for communicating these limitations to your guests!

Doors and gates are not to be left open under any circumstance. This is for the safety of our residence and children who could wonder unattended.

Maximum Occupancy is \_\_\_ persons. Set by the Brevard County Fire Prevention Department.

## **Check list: Complete pg. 1, Initial & Date pg. 2, and Sign & Date pg 3.**

### **Rental Policy Information**

**Facility Usage:** The facility may not be reserved more than one (1) year in advance. No facilities may be used for fund raising purposes without prior approval from the HOA. Sales of Alcohol are prohibited. Requests for periodic, regularly recurring use of the facility must be approved by the HOA.

**Rental Agreement:** To reserve the Clubhouse, a Facility Rental Agreement must be completed, signed and returned to the Watson Assoc. Management Residents **MUST** be current on their homeowner dues in order to rent the facility.

**Rental Fees:** A \$600 check made payable to Riverwalk of Melbourne is required at the time of application. This includes a refundable security deposit of \$300.00 and a \$300 non-refundable usage fee.

**Reservations:** Clubhouse reservations are "first-come, first-served" with priorities given to Riverwalk of Melbourne functions. A completed reservation form check are to be received by the HOA Mgt Co. to finalize a reservation.

**Parking:** Only two non-handicap parking spaces are available in front of the Clubhouse but those may be in use by other residents who are using the pool or other clubhouse amenities. If you don't have enough parking available in your driveway (or driveways of neighbors who have agreed to let you use theirs), please let your board contact know how many one-time-use visitor parking passes you believe you will need - you may request up to 10 passes. These passes will only be valid for the day of your reservation and will not be valid for any overnight parking. You must instruct your visitors that visitor-parking is ONLY ALLOWED on the interior side of our main north-south Isabella roads, between Noel and Kole (the side where our mailboxes are) and that their car is also subject to towing unless their pass is visible on their front windshield.

**Personal Property:** The HOA is not responsible for any valuables or personal property left on the premises.

**Animals:** Animals, with the exception of services animals, are not permitted inside the clubhouse

**Alcoholic Beverages:** If any alcoholic beverage is to be present, proof of host liquor liability insurance must be provided with combined single limit coverage of \$500,000 with respect to injuries, deaths, or damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the Homeowner(s) 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 office of Watson Assoc. Management at least one (1) week prior to the Clubhouse rental or the rental agreement is subject to automatic termination by the Association. Alcohol cannot be sold on the premises.

**Cleaning:** The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash in the trash dumpster.

**Caterers:** Rental applicants may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice and beverages may not be dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Rental applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, decor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the HOA.

**Confetti:** Thrown rice, birdseed, glitter, and all types of confetti are prohibited at the clubhouse.

**Minors:** Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten minors present during the event.

**Decorations:** No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass or fixtures.

**Candles:** All candles must be contained in a glass container taller than the top of the candle flame.

**Smoking:** Smoking is prohibited inside or on the grounds of all facilities.

Initial \_\_\_\_\_ Date \_\_\_\_\_

**Care of Premises:** Neither renter nor its guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by Riverwalk of Melbourne representative before and after the event to ascertain any damage which might have occurred during the event or pre/post production of the event. *Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces.*

No portion of the sidewalk, entries, passages, fire exits or stairways may be obstructed by renter, their guests or representatives, or used for any other purpose other than ingress or egress from the premises.

**Acceptance of Premises:** It is understood that client accepts premises "As Is." Client may make, at its own expense, only those changes, alterations, installations and decorations which are stated in this agreement. Premises will be returned in the same condition as when first occupied.

**Questions/Problems?** If you have any questions for problems before or during your rental of the Community Clubhouse, please call Watson Assoc. Management at 772-871-0004.

### **Required Signature**

I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s) acknowledges that his/her use of the facility purely for the pleasure of his/her guests. Sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither Watson Assoc. Management ("Manager"), nor the Homeowners Association ("Association"), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, the Association and the respective offices, directors, shareholders, agents, members, successors and assigns, from any claims which renter(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a results of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any action or proceeding is brought against the Manager or the Association, their respective offices, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and renter(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist renter(s) in fulfilling such obligations shall not relieve renter(s) of the indemnification and defense obligations set forth herein.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Riverwalk of Melbourne has the right to refuse application for good cause or to revoke the rental applicant's permits privileges. If this occurs, we will attempt to notify you as soon as possible.