

**Springs Operating Policy No. 5
Clubhouse/ Lawn Reservation Form**

**APPLICATION FOR USE OF THE SPRINGS
CLUBHOUSE LAWN**

CLUBHOUSE/

Name: _____ Address: _____

Phone: _____ Village: _____

Total Number of Guests: _____ (90 Max)

(If number of guests is over 40, Security is required. \$27.00 hour, 4-hour minimum)

Total Number of service/ band people: _____ (10 Max)

Type of Event: _____

Date of Event: _____ Time of Event: _____

Time of Clubhouse usage: from _____ to _____ (include set-up & clean-up)

Will rental Furniture be required? _____ (Furniture may not be delivered prior to date reserved and must be removed immediately following event)

Will food be served? _____

WEDDINGS

OTHER

Name of Bride: _____ For business or personal use: _____

Name of Groom: _____ Is any part planned for Profit? _____

RESIDENT AGREEMENT

I (we) _____ of _____, verify that all of the information contained on this completed application is true and correct to the best of my knowledge. I understand that this application will serve as the legal and binding terms of agreement between the Springs Community Association, Inc. (S.C.A.) and myself (the above named user) upon signed approval by management. I am aware that if I deviate (i.e. change the number of guests expected, change the times of usage etc.) from the terms and conditions contained herein I will forfeit all or part of my security deposit (User's Deposit) to the S.C.A. The amount of security deposit to be withheld will be determined by the General Manager. Any dispute of this agreement and the terms contained therein must be annulled or revised by a majority vote of the S.C.A. Board of Directors.

User signature

User signature

Management

Date

OFFICE USE ONLY

Account Current? _____ User Fee Pd? _____ Extra hrs. Pd? _____ Sec. Deposit Pd? _____

Guest list received? _____ Sec. Scheduled? _____

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**THE SPRINGS INDEMNITY &
HOLD HARMLESS AGREEMENT**

THIS AGREEMENT, Made the (Date) _____ (Day) of (Month) _____
A.D. (Year) _____, between (User Name) _____
(Hereinafter referred to as User) of (Street Address) _____,
and The Springs Community Association, (Hereinafter referred to as S.C.A.), a Florida not for Profit Corporation.

WITNESSETH:

WHEREAS, The User & spouse of his/ her household own property in The Springs and/ or resident therein; and
WHEREAS, the User and spouse of his/ her household are desirous of using the Springs Clubhouse and Clubhouse
Lawn for a special event not associated with the use of the "Clubhouse and Clubhouse Lawn" as a general amenity
by members of the S.C.A. said event

To occur during the hours of _____ M. To _____ M. on the (Date) _____
(Day) of (Month) _____ A.D. _____; and

WHEREAS, the Board of Directors of the S.C.A. has deemed it necessary to restrict the use of the "Clubhouse and
Clubhouse Lawn" only to members who have executed this Indemnity and Hold Harmless Agreement: NOW,
THEREFORE, for and in consideration of the User and the spouse of his/ her household permitted to use the "
Clubhouse and Clubhouse Lawn" for said special event, and other good and valuable consideration, it is mutually
agreed and covenant as follows:

- I. The User and/or spouse of his/her household, who shall make any use of the "Clubhouse and Clubhouse
Lawn" during said special events hereby agrees to indemnify and hold harmless the S.C.A. and all
members of the S.C.A. as well as their agents & employees, from against any and all claims for bodily
injury, death, or property damage, to include loss of use thereof, as well as costs, expenses and attorney's
fees, arising out of said use of the "Clubhouse and Clubhouse Lawn" and regardless of whether or not the
injured, death or property damage was caused in whole or in part by the negligence or other tortuous conduct
of the S.C.A. and/or any of its agents or employees.
- II. Wherever the term "User" appears in this agreement, it is understood to and shall mean the property owner
who is a member of the S.C.A. as well as the spouse of his/ her household entitled to use the "Clubhouse
and Clubhouse Lawn" by virtue of his/her residence in said household, as well as any guest of the User or a
member of his/her household.
- III. Venue of any action arising out of this agreement shall lie in Seminole County Florida
- IV. Should any legal action be required to enforce this Agreement, to include any legal actions under paragraph
I hereof, it is specifically agreed that the S.C.A. shall be entitled to and shall recover from the User, any
and all attorney's fees and costs of said action, regardless of the outcome of the action.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

User signature

Address

Management

Date of Agreement

Reservations for the Clubhouse and adjacent lawn are restricted to persons owning property or residing in the
Springs. These facilities are for the use of their immediate families and guests. The Clubhouse lawn is defined as the

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area approximating the width of the Clubhouse and down to the wooden recreation area sign. All responsibilities relating to the use of these facilities are those of the applicant.

*Rental of the Clubhouse/Lawn does not entitle the users and their guests to any of the other recreation facilities, such as the spas, pool, playground area, or Spring.

These facilities are available only for uses not contrary to county or state law.

Applications for the use of the Clubhouse/lawn must be submitted in writing to the Business Office. The user fee will be forfeited if the reservation is not cancelled more than (30) days in advance.

The following conditions must be met before Management will approve an application:

- I. The property owner's account must be current
- II. Payment of all user fees. The user fee is \$200 for the first 8 hours or less and \$35 each additional hour, **including set-up and clean-up time.**
- III. An indemnity and hold harmless agreement must be executed, a copy of which is attached.
- IV. Payment of a \$250 security deposit is required. This amount will be refunded approximately one month after the event, if the facilities are returned in the same condition in which they were received, no damage was done, all fees are paid, no additional expenses were incurred, and all items on the Clubhouse inventory/ inspection form were accounted for and found to be in satisfactory condition.
- V. Payment for additional security (guard) must be made 30 days in advance of the reserved date or upon signing the application, whichever is later.

Not later than 3 days (72 hours) prior to the event, the applicant must deliver an alphabetized guest list to the SCA business Office. Failure to timely furnish the list will result in a service charge per day for each day late. If no list is furnished, no guests, caterers or other parties will be admitted. Security cannot accept these lists. Guests' lists containing more than 90 guest names and 10 service personnel will not be accepted.

Events with 40-90 names on the guest list will require a security guard to be hired (through the business office) in order to insure traffic control for the clubhouse area and for emergency vehicle access. If alternative parking arrangements are made outside the Springs, two security guards are required, one for traffic control and one for walk-in traffic through the gate near Clubhouse. Written verification of such parking arrangements must be provided.

The application is responsible for notifying security when they are ready to assume responsibility of the facilities. Security is authorized to open the clubhouse on the reserved date/time upon request of the applicant.

PRE-USE INSPECTION:

A security officer will accompany the applicant on an inventory and condition check of the clubhouse. Both the security officer and the applicant will record findings on the Clubhouse inspection form, a copy of which is attached to this policy, and signed. The applicant will be provided a copy of this report, which is to be brought back for the check out/final inspection. _____ Initial

CHECK-OUT/FINAL INSPECTION

The applicant is responsible for notifying security when the clubhouse is ready for final inspection. A security officer along with the applicant will conduct an inventory and condition check of the facilities. All discrepancies and disagreements will be noted on both copies of the inspection form. All discrepancies should be explained fully in comment section of the form. _____ Initial

RULES FOR CLUBHOUSE USE:

The event must be conducted and the facilities ready for inspection by the time specified on the application. If the event extends beyond the time specified in the application additional charges will be assessed.

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Applicant may extend the reserved time by written authorization, which acknowledges receipt of the additional per hour user fee. If the time extension request is made and the clubhouse is available, when the business office is closed, the request will be made to the security staff on duty and at their discretion, they may extend the time. All extra guards that were required must also stay for the entire extension. Payment for the extension will be deducted from the deposit and/or placed as a charge against the homeowner's account.

No event shall extend past, and guards must depart by 1:00 a.m. clean up may occur for one additional hour. No one is to remain inside the clubhouse past 2:00 a.m.

No event shall be permitted to have musical entertainment outside the clubhouse after 10:00 p.m.

The applicant is responsible for the cost of all damages, including any, which exceed the security deposit. Damage amounts not promptly paid will result in an assessment being levied against owner's property.

The applicant must be in attendance at the function at all times. Failure to do so will result in forfeiture of the security deposit. _____ Initial

The clubhouse has been designated as a smoke free facility. The applicant must insure his/her guests comply. Attendees should be encouraged to use the receptacles at the clubhouse entrance way. Smoking within the clubhouse will result in forfeiture of the deposit. The applicant is responsible for limiting guests to the confines of the clubhouse/lawn area.

Use of tents or any other temporary structure on the clubhouse lawn is prohibited.

Tables and folding chairs of the Springs must be stacked neatly on the racks provided and stored after the event. If there is another event scheduled for the same day or for the morning after applicant's event, applicant must remove all rental furniture and equipment must be removed by 8:00 a.m. the next day unless otherwise authorized by the general manager. Failure to comply will result in an additional charge until the rental furniture and equipment is removed.

Applicant is responsible for having all trash bagged and placed in designated containers; this includes any debris in the clubhouse, the restroom, on the porch, or on the grounds adjacent to the clubhouse.

The S.C.A. will not be responsible for furniture, food, decorations, or any items left unattended in the clubhouse or on adjacent lawn.

The return deposits will be based on the following criteria: the final inspection with security immediately after the event, payment of all fees, and compliance with all stated rental criteria.

A sub-association may use these facilities without payment of a user fee or deposit and must comply with all policies herein listed.

As you are aware, the clubhouse is an amenity for the use of all residents. The S.C.A. reserves the right to revoke these privileges.

***Amendment Approved 3-16-05 by the Board of Directors:** Should the applicant desire to use the Recreation Area in conjunction with the Clubhouse reservation, a Recreation Area Authorization form must be filled out and a non-refundable \$100 clean up fee must be paid.

I have read, understand, and agree to abide by the above policies:

Applicant Signature

Address

Date