

THE WOODLANDS SECTION FIVE ASSOCIATION, INC.

Rental Agreement and Rules for Use of Clubhouse

Effective December 13, 2021

1. The Homeowner must be current in their Woodlands Section Five dues, hereinafter referred to as the "Association", in order to reserve the Clubhouse for any event.
2. The Homeowner who reserves the Clubhouse must be in attendance at the event and will be responsible for the conduct of their guests. Homeowners can rent the Clubhouse for their personal use ONLY; it may not be rented for friends or family to use.
3. The homeowner must provide Ambassador Management with a copy of their Certificate of Achievement showing they have completed Crowd Management Training as required by the National Association of State Fire Marshalls. The link is www.crowdmanagers.com. This course must be completed at the homeowners expense. The Crowd Manager must be present at all times during the event.
4. The Homeowner warrants that the event is an otherwise legal activity. (Example: the law prohibits the serving of alcoholic beverages to minors)
5. The Homeowner warrants that the event itself does not constitute a for-profit commercial purpose and/or enterprise.
6. The Homeowner warrants that the event will not violate any legal capacity maximum limits imposed by any government authority.
7. The Homeowner warrants that the event WILL NOT include a Bounce House, Inflatable Slide, or any other items placed on the exterior grounds.
8. The Homeowner warrants that the event will not make use of any decoration material or attachments that may cause damage to any walls, windows, doors, floors, or ceilings (example: the use of tape, tacks, paint, nails, markers, or any material that may cause damage to any of said surfaces).
The use of glitter, glitter dust, confetti, or like material is strictly prohibited!
The use of any cleaning products on the floor is prohibited, only water is to be used to clean up any spills.
9. This rental agreement does not include the use of the clubhouse pool or pool deck area, the event may only take place inside the Clubhouse. Any use of the pool or pool deck by event guests will result in the total loss of the deposit. Patio Doors are to remain closed and locked at all times.
note: The patio doors are emergency exit doors. They must remain clear in the event of an emergency.

Initials _____

10. All activities and cleanup must be completed within the permitted hours of usage.
The permitted hours are:

Clubhouse hours are 8 a.m. to 11 p.m.
Party/Event must end by 11 p.m.
You **MUST VACATE** the property by 11:30 p.m.
NO EXCEPTIONS!

11. The clubhouse is subject to the State of Florida's Clean Air Act and **SMOKING IS NOT PERMITTED** inside the Clubhouse. The Homeowner/Crowd Manager agrees to prohibit such usage and shall dispose of any and all tobacco products in a proper receptacle so as to insure public safety and the elimination of any fire hazard.

12. The Homeowner agrees to supervise any individuals under the age of eighteen (18) years of age at all times while on the Clubhouse premises.

13. The Homeowner agrees that there shall be no animals permitted inside the Clubhouse except for a Legal service animal companion.

14. The Homeowner agrees the Event will not constitute a nuisance in any manner to the surrounding homeowners and the peaceful enjoyment of the surrounding neighborhood area.

15. The Homeowner agrees that all guests will park in the allocated spaces provided by the Clubhouse. Additional parking is permitted on the street but not permitted on the grass.

16. The Homeowner agrees that the use of the kitchen and kitchen facilities will be used for reheating and serving food only. Food preparation including cooking is prohibited.

17. The Homeowner agrees to leave garbage tied in bags and placed inside the Waste Management containers outside the Clubhouse kitchen.

18. The Clubhouse has available to the Homeowner: 30 folding chairs, 10 tables and additional gray fixed chairs. The tables and chairs will normally be set up for board meetings. The homeowner must setup the tables and chairs as they want them for their event. When the event is over, they must wipe them down and replace them as they found them. The homeowner will be responsible for obtaining any additional chairs or tables they require and returning them when the event has concluded.

19. The Homeowner will take all personal items with them on the day of the event, as the Association is not responsible for items left behind. The Homeowner shall not remove any item from the clubhouse that belongs to the clubhouse.

20. The Homeowner will make all Reservation Requests for the use of the clubhouse at least two (2) weeks in advance of the date of the event. Reservations are to be made at

FYVE Community Management located at 5100 W. Copans Rd. Suite 100, Margate, FL 33063. 954-741-8811 extension 1204, ask for Barbara.

21. Reserving the clubhouse is on a "first come, first served" basis. Rental is not approved until the completed Rental Agreement is signed by the Ambassador Community Management representative and the necessary deposit and documentation has been provided including the Crowd Manager Training certificate of completion.

22. Homeowners are entitled to an annual use of the clubhouse at no rental fee other than the deposit and cleaning fees. If a homeowner requires an additional use of the clubhouse during a calendar year, the rental fee of \$75.00 per use will be required.

23. The Homeowner at the time of making the reservation request will provide Ambassador Community Management a completed Clubhouse Rental Agreement and a check or money order in the amount of \$250.00 (\$150.00 refundable deposit, \$100.00 cleaning fee) Payable to Woodlands Section Five. The refundable security deposit shall be returned to the Homeowner after the event date, provided an inspection of the clubhouse indicates that the homeowner has complied with all of the aforementioned Clubhouse Rules.

24. Noncompliance of Clubhouse Rules could result in forfeit of the deposit and or refusal of future rentals. If damage is in excess of the \$150.00 deposit, the Homeowner agrees to pay additional costs and will be given copies of repair bills.

25. Deposit may also be used against any violation of this agreement. Refund of any unused deposit or requirement of payment of additional deposits shall be at the discretion of the ASSOCIATION.

26. Insurance - The HOMEOWNER hereby agrees to assume all responsibility for insurance respecting the facilities during use under this Agreement, and to assert no claim of coverage under any insurance policy of the ASSOCIATION during the period of such use.

27. Indemnification - The HOMEOWNER/USER hereby agrees to hold the ASSOCIATION harmless and to indemnify them against any public liability and/or property damage liability of the facilities by HOMEOWNER/USERS. The ASSOCIATION shall not be responsible for any damage or injury that may happen to USERS or to USERS' agents, servants, employees, guests or property from any cause whatsoever, during the period covered by this Agreement; and USERS hereby expressly release the ASSOCIATION from and agree to indemnify it against any and all claims for such loss, damage or injury.

28. Entry Door Locks - "Key" to keep doors unlocked is on the (loaned) key ring. Doors must be put back in the lock position before you leave.

Initials _____

**THE WOODLANDS SECTION FIVE ASSOCIATION, INC.
Reservation Form**

This Agreement is made this _____ day of _____, 20____, by and between THE WOODLANDS SECTION FIVE ASSOCIATION, INC. (hereinafter "ASSOCIATION") and those persons listed below (hereinafter "HOMEOWNER" OR "USERS"), being the owners or approved residents of homes in THE WOODLANDS SECTION FIVE ASSOCIATION.

Homeowner/User: _____
(print name)

Address: _____

Home Phone: _____ **Cell Phone:** _____

Event Activity _____
(description of event)

Event Activity Date: _____ **Time:** _____

Number of Guests: _____

Deposit Receipt and Date: _____
FYVE Rental Coordinator Signature

Crowd Manager Certification Received: _____
FYVE Rental Coordinator Signature

Signature: **X** _____
Homeowner/User Signature

You MUST pick up the clubhouse key from FYVE Community Management between 9AM - 1PM or 2PM - 4PM the FRIDAY before your rental date. It must be returned no later than the following MONDAY or first business day. Failure to return the key may result in the loss of all or part of your deposit.

Deposit Returned: _____
Homeowner/User Signature *Date*

Initials _____