



CLUBHOUSE AREA USE AGREEMENT

This Ballroom, Club Room, Designated Pool Deck Area Use Agreement ("Agreement") is entered into this ____ day of ____, 20__ by and between The Falls at Parkland Master Association ("Association") and the Owner(s)/Resident(s) listed below (jointly and severally, hereinafter collectively referred to as "User").

Space to be rented: _____

Owner/Resident: _____

Lot #: _____ Property Address: _____

Phone #: _____ Other Phone #: _____

Reserved Date: _____

Reserved Time: Start Time: _____ am/pm End Time: _____ am/pm

	<u>Use Fee</u>	<u>Cleaning Fee</u>	<u>Security Deposit</u>
Ballroom	\$1500.00	\$250.00	\$1000.00
w/Dance Floor	\$2200.00	\$250.00	\$1000.00
Club Room	\$ 150.00	\$150.00	\$ 500.00

**Fees may be charged for certain setups

Event Information

Function: _____

Maximum Number of Guests in Ballroom Theater – 275

Maximum Number of Guests in Ballroom Seated – 190 (160 with a dance floor)

Maximum Number of Guests in Club Room – 30

**If using a vendor(s), please attach the required insurance paperwork.

The Terms and Conditions attached on the following pages are hereby incorporated into and made a part of this Use Agreement.

User Initials _____

TERMS AND CONDITIONS

The User is hereby granted the use of the Ballroom or Club Room ("Rented Space") on the "Reserved Date" set forth on the first page of this Agreement (the "Reserved Date") and during the "Reserved Time" set forth on the first page of this agreement (the "Reserved Time"), subject to the terms, conditions and obligations set forth in this Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agree to by User. The User and the Association may be referred to as the "Parties" and individually as "Party" when the context so requires.

1. Use Fee. As consideration for the use of the Rented Space the User agrees to pay the Association the "Use Fee" set forth on the first page of this Agreement (the "Use Fee"). The Use Fee will constitute a non-refundable fee and compensation to the Association for the use of the Rented Space and including professional cleaning of the Rented Space by the Association. Any cleaning required in excess of the professional cleaning (including, without limitation, taking down and removal of decorations, bagging of garbage and removing all personal belongings) shall be the User's responsibility at User's cost. Simultaneously with the execution of this Agreement, User shall pay the Use Fee to the Association.
2. Security Deposit. In addition to the Use Fee, User agrees to pay Association the "Security Deposit" set forth on the first page of this Agreement (the "Security Deposit"). The Security Deposit shall serve to protect the Association against damages to the property and facilities owned, operated and/or maintained by the Association (the Community Facilities") within The Falls at Parkland caused by the User, its family members, guests, invitees, employees, vendors and/or agents (collectively, the "Attendees"). The Security Deposit will be refunded to User, in full, unless in the sole discretion of the Association, it is determined that damages have been caused to any portion of the Community Facilities by any of the Attendees or if the Rented Space is not left in a clean condition as required by this Agreement. Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the Community Facilities exceeds the Security Deposit amount. If, after inspection by the Association, the Rented Space is deemed to be in clean condition and no damage has been caused to any of the other Community Facilities by User and/or the Attendees, the full amount of the Security Deposit shall be refunded to User by the Association within fifteen (15) days after the Reserved Date.

The Security Deposit must be paid no less than fourteen (14) days prior to the Reserved Date. If this Agreement is executed less than 14 days prior to the Reserved Date, then the Security Deposit shall be paid simultaneously with User's execution of this Agreement. The Association has the right to terminate this Agreement and enter into an agreement with other residents within The Falls at Parkland for the use of the Social Hall in event User fails to timely pay the Use Fee and the Security Deposit. Upon such termination by the Association, the User will no longer have the right to use the Rented Space on the Reserved Date.

User Initials_____

3. User Attendance. User must be in attendance at the function (the "Function") and act as a responsible supervisor at all times, without exception. User is to ensure that all Attendees abide by all Rules and Regulations of the Association and do not cause any damage to the Rented Space or any of the other Community Facilities. No more than the maximum Number of Guests set forth on the first page of this Agreement shall be permitted in or around the Rented Space in connection with the use granted herein. Association has the right to further limit the number of guests in the Rented Space based upon federal and/or state health authorities' recommendations resulting from pandemics and other health emergencies in the Association's sole discretion. User shall ensure that neither the Attendees nor the activities involved disturb or interfere with other residents' and guests' use of other Community Facilities or any other function.
4. No Damage to Community Facilities or Ballroom or Club Room (Rented Space). User shall not cause or permit to occur any damage to the Rented Space or any of the other Community Facilities. **If the Rented Space and/or Community Facilities are damaged by the act, failure to act, or negligence of the User, the Attendees, or any other persons admitted within The Falls at Parkland community on User's behalf, User shall pay to Association all sums necessary to repair and restore the Rented Space and/or Community Facilities so damaged.** In addition, the Association shall have the absolute right to apply the Security Deposit towards the amounts due from User pursuant to this Paragraph. In the event the Security Deposit is not sufficient to cover costs of the necessary repair and restoration of the Rented Space and/or Community Facilities so damaged, the User shall be responsible for the additional fees, costs and expenses for same. The Association shall provide the User written notice advising the total amount due for such repair and restoration. This Paragraph 4 shall survive the natural expiration or earlier termination of this Agreement.
5. First Right of Refusal for Catering and/or Alcohol Service. The Falls Deck Café shall have first right of refusal for any catering and/or alcohol service for the event. If The Deck Café exercises its right to refuse catering and/or alcohol service, User may seek an outside vendor to supply these services.
6. Vendors. All vendors to be used by User in connection with the Function must be disclosed to Association in writing (including contact information) and first approved in writing by the Association. In connections with obtaining such approval, the contact and insurance information for such vendors must be submitted to the Association at the time of reservation and confirmed no less than seven (7) days before the Reserved Date. User is solely responsible to contract and pay for all vendors as well as all equipment necessary or desirable by User for the Function. Notwithstanding anything to the contrary, the following services and/or equipment are not permitted to be brought or used upon any portion of The Falls at Parkland property, including, but not limited to the Rented Space: use of outdoor loud speakers, sound systems or similar devices; snow, foam or confetti; dry ice; moving rides or mechanical amusement rides; live animals; or any other activity the Association, in its sole and absolute discretion, deems unsafe or destructive to people or property. Failure to abide by the terms and conditions set forth in this Paragraph shall be deemed as User Default.

User Initials_____

7. Alcoholic Beverages. Alcoholic beverages may only be served at functions to adults of legal drinking age. User understands and agrees that in the event User intends to serve, provide or permit the use of alcoholic beverages during the Function, all alcoholic beverages for the Function must be purchased from Caterer with a valid liquor license. User shall have all responsibility to ensure that: (a) alcoholic beverages are consumed responsibly by the Attendees, and (b) alcohol is not served to any individual under the age of twenty-one (21) or to persons who are intoxicated. User hereby accepts and assumes full responsibility and liability for the provision and consumption of alcoholic beverages by User and the Attendees. Serving alcoholic beverages to under-aged guests or any other failure by User to abide by the terms and conditions set forth in this Paragraph 6 shall be deemed a User Default.
8. No Smoking. Smoking (including, without limitation, electronic cigarettes or vaping) is not permitted.
9. Liability; Indemnification. Use of the Rented Space by User and/or the Attendees is at each of their sole risk. User is and shall be responsible for, and shall hold the Association harmless from any and all losses, damages, judgments, liabilities, injuries (including death), causes of actions, repairs, fees, costs and expenses arising out of, resulting from and/or relating to the following (collectively, "Claims"); (a) the Function, (b) User's and/or Attendees' use and enjoyment of the Rented Space and/or the Community Facilities including, without limitation, any and all Claims involving the serving and/or consuming of alcoholic beverages at the Function, (c) any and all Claims by User and/or the Attendees related to or resulting from COVID-19, as more fully discussed in Section 10 below, and/or (d) any failure by User to comply with the terms and conditions of this Agreement. Accordingly, User hereby expressly agrees to indemnify, defend and hold harmless the Association and each of its respective partners, officers, directors, affiliates, employees, representatives, agents, successors and assigns (collectively, with Association, the "Indemnified Parties"), from and against any and all Claims and all reasonable attorneys' fees and costs incurred by the Indemnified Parties up to and through trial, and all appellate and post-judgment levels and proceedings. User expressly acknowledges and agrees that the indemnification obligations in this Paragraph 8 includes all Claims made or brought by Attendees against the Indemnified Parties or any of them. This Paragraph 8 is a material inducement for Association to enter into this Agreement with User and shall survive the natural expiration or earlier termination of this Agreement.
10. COVID-19 NOTICE, DISCLAIMER AND RELEASE. The exact manner and method of spread and contraction of the novel coronavirus and COVID-19 are unknown, and therefore Association cannot prevent User or the Attendees from becoming exposed to, contracting or spreading COVID-19 while utilizing the Rented Space and/or visiting or using any portions of the Community Facilities in connection with the Function. User is fully aware that COVID-19 can cause serious and potentially life-threatening illness and even death. Knowing such risks, User hereby accepts and assumes all risk of User and/or Attendees contracting COVID-19. User also covenants and agrees that User and Attendees will abide by: (a) all CDC guidelines in effect on the Reserved Date related to COVID-19, and (b) any other rules and regulations of the community that are in place from time to time. In addition to the release and indemnification provisions set forth in Paragraph 9 above, User hereby forever releases and
User Initials_____

waives User's right to bring suit, to seek damages and/or make any claim against Association and the other Indemnified Parties resulting from, related to and/or in connection with the exposure, infection and/or spread of COVID-19 relating to User's and/or the Attendees use and enjoyment of the Rented Space and/or visiting or using any portions of the Community Facilities in connection with the Function. User further understands and agrees that: (i) User is giving up User's rights to bring any Claims for personal injuries, death, disease, property losses, and any other losses, including, without limitation, all Claims resulting from the negligence of Association and/or the other released parties, and (ii) User's indemnification, defense and hold harmless obligations in Paragraph 9 above includes, without limitation, Claims brought by Attendees against the Indemnified Parties resulting from, related to and/or in connection with exposure, infection and/or spread of COVID-19. This Paragraph 9 shall survive the natural expiration or earlier termination of this Agreement.

11. Insurance. User shall be responsible for ensuring that all of the User's vendors have and shall maintain comprehensive general liability insurance that will cover any Claims made in connection with or arising out of the Function. Proof of such insurance coverage shall be provided to Association as provided in Paragraphs 5 and 6 above. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder. The Association requires that any policy of insurance specifically include the Association as an additional insured and listed on the Certificate as follows:

The Falls at Parkland Master Association
c/o First Service Residential
7200 Knight St., Parkland, FL 33067

This Paragraph 10 shall survive the natural expiration or earlier termination of Agreement.

12. User Default. In the event User and/or any Attendee defaults, violates or fails to comply with any of the terms or conditions contained in this Agreement (a "User Default"), in addition to all other rights or remedies Association may have at law and/or equity, the Association shall have the right to immediately terminate this Agreement and retain the Use Fee and Security Deposit paid by User, as well as deny User from reserving Rented Space and/or any of the other Community Facilities in the future. If such User Default occurs after the commencement of the Function, in addition to the foregoing remedies, Association shall have the right to immediately stop the Function and require User and all Attendees and User's vendor(s) to immediately vacate the Rented Space and all other portions of the Community Facilities. This Paragraph 11 shall survive the natural expiration or earlier termination of this Agreement.

13. Cancellation by Association. The Association may cancel this Agreement at any time: (i) due to acts of God or Disaster, (ii) due to federal and/or state health authorities' recommendations resulting from pandemics or other health emergencies; (iii) in the event of a User Default, and/or (iv) if in the sole opinion of the Association, it deems it necessary to do so. In the event the Association terminates or cancels this Agreement due to any of the foregoing

User Initials_____

reasons (except in the event of a User Default) prior to the Reserved Date, the Use Fee and Security Deposit paid by User to the Association shall be returned to User within fifteen (15) days after the date of the cancellation by the Association. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (except in the event of a User Default) once the Function has commenced, then, the Security Deposit (but not the Use Fee), shall be returned to User within fifteen (15) days of the date of cancellation or termination by Association, provided no damages have been caused to any portion of the Community Facilities and the Rented Space is left in a reasonably clean condition. Except only for receiving return of the Use Fee and/or Security Deposit as expressly provided in this Paragraph, User shall not be entitled to any other compensation from Association for any such cancellation, and User hereby waives any and all other Claims user may have as a result of any such cancellation. This Paragraph 12 shall survive the natural expiration or earlier termination of this Agreement.

14. Cancellation by User. User must submit, in writing, notification of cancellation no less than five (5) days prior to the Reserved Date in order to receive a refund of the Security Deposit and the Use Fee. Refunds will be determined at the discretion of the Association and returned within fifteen (15) days of the Reserved Date.
15. No Modifications/Alterations. No modifications and/or alterations shall be permitted to the Rented Space or any other portions of the Community Facilities by User or the Attendees. No decorations or temporary fixtures may be pasted, tacked, nailed or otherwise affixed to any walls, ceilings, doors, poles, improvements, or architectural features that will cause irreversible damage. Under no circumstances should any furniture, equipment or any other items be removed from the Community Facilities. Only the Association has the right to move or relocate any furniture, equipment or any other items located within the Community Facilities which need to be moved or relocated prior to or subsequent to the Reserved Date.
16. Restricted Use. The Attendees are not permitted to use or be unattended in any other areas of The Falls at Parkland not specifically reserved (except restroom facilities) by this Agreement unless approved by the Association in writing, which approval may be withheld in Association's sole and absolute discretion. Use of the swimming pool, fire pit, pickleball courts, billiard room and/or other Community Facilities in connection with the use herein is strictly prohibited. Failure by User or the Attendees to abide by the terms and conditions set forth in this Paragraph 15 shall be deemed a User Default.
17. Compliance with Codes and Ordinances. User shall comply with all laws of the United States, the State of Florida, all ordinances of Broward County and all rules and requirements of the local police, and fire departments, and will pay any taxes or fees due to any authority arising out of User's use of the Rented Space and this Agreement.

User Initials_____

18. Exempt Rental Dates. The rental of space will NOT be permitted before or after a large HOA event, during holidays, or at other times that management dictates. i.e. Christmas, Thanksgiving, Passover, New Year's Eve, etc.

19. Miscellaneous Terms. (a) The prevailing Party in any action arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs up to and through trial and all appellate and post-judgement levels and proceedings; (b) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida; (c) All legal proceedings arising under this Agreement shall be conducted in the courts situated in Broward County, Florida, which courts shall have exclusive venue and jurisdiction; (d) If any provision of this Agreement is held invalid or illegal, such provision shall be null and void, and the remainder of this Agreement shall not be affected by such invalidity or illegality; (e) Waiver of one or more terms or conditions of this Agreement by either Party shall not be deemed a modification or waiver of any other provisions of this Agreement; (f) The Failure or delay of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect the right of such Party to require performance of that or any other provision hereunder; (g) This Agreement may only be altered or amended by an instrument in writing properly executed by all Parties; (h) This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof, and no representation, inducements, or agreements, oral or otherwise, between the Parties not contained herein shall be of any force and effect; (i) The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement; (j) Electronic signatures on counterparts of this Agreement are hereby authorized and shall be acknowledged as if such signatures were an original for all purposes; (k) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (l) Headings are for reference only and shall not be used to interpret this Agreement; (m) This Agreement shall be binding upon, and shall inure the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, administrators, and legal representatives; (n) Time shall be of the essence for each and ever provision hereof, unless otherwise provided; (o) The term "shall" as used herein means "must" and "mandatory" and in no event can a permissive meaning be ascribed to such term; and (p) User may assign or transfer its rights or interests under this Agreement.

User Initials_____

THE PARTIES EACH HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CLAIM, ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHT OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH AND/OR RELATING TO THIS AGREEMENT AND/OR USER'S AND ATTENDEES' USE OF THE RENTED SPACE AND/OR COMMUNITY FACILITIES IN CONNECTION WITH THE FUNCTION. This means that any such claim, action, suit or proceeding shall be decided by a judge and not a jury.

HAVING FULLY READ AND UNDERSTANDING ALL OF THE FOREGOING, THE PARTIES HEREBY CONSENT AND AGREE TO THE FOREGOING AGREEMENT.

USER:

DATE

Print Name

DATE

Print Name

ASSOCIATION:
THE FALLS AT PARKLAND

DATE

By:_____

Print Name:_____

User Initials_____