



Costa Del Sol

COSTA DEL SOL ASSOCIATION, INC
CLUBHOUSE RENTAL AGREEMENT
(“Agreement”)

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This Agreement is made this _____ day of _____, 20____, by and between **Costa Del Sol Association, INC** (hereinafter the “Association”) and _____
Who resides at _____ (hereinafter the “Renter”).

WHEREAS, Renter desires to reserve the Association’s Clubhouse on _____ day of _____, 20____, from _____(a.m./p.m. to _____ (a.m./p.m.) for the following purpose: _____ (The “Function”); and

WHEREAS, the Association is willing to permit Renter the right of use of the Clubhouse for the Function in accordance with the terms and conditions set forth; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein contained, it is agreed as follows:

The Clubhouse may be rented by Unit Owners and their approved Tenants for \$250.00 plus a Security Deposit of \$250.00. Rentals are for Fridays between the hours of 5:00 p.m. and 1:00 a.m., Saturdays between the hours of 9:00 a.m. and 1:00 a.m., and Sundays between the hours of 9:00 a.m. to 11:00 p.m. **Renters are entitled to reserve the Clubhouse for a function and must accompany this agreement, rental fee and security fee to secure the date.** A Money Order or Cashier Check for the total amount of \$500.00 is required before the rental will be considered by the Board. The Money Order or Cashier Check will be deposited in one of the Association’s Bank Accounts. All refunds from the Association will be paid by check no later than two weeks after the date of the party or after the date of cancellation as applicable, if the conditions of this Agreement are met in full. The Renter shall keep and maintain the Clubhouse in an orderly condition. If the clubhouse, including any of its contents, shall be damaged during the term of this Agreement by the act, default or negligence of the Renter or any of his agents, employees, guests or any person admitted to the function by the Renter, the Renter shall pay to the Association upon demand such sum as may be necessary to repair any such damages exceeding the amount of the Renter’s security deposit.

- The Administrator reserves the right to deny the rental of the Clubhouse to unit owner that is more than 90 days in delinquent in the payment of any monetary obligation due to the Association, including, but not limited to, maintenance assessments, special assessments, fines or charges for damages to the common elements or Association property.
- In addition to the requirements from the Rules & Regulations of the Condominium Association documents, the following rules apply to this rental transaction and any infractions will result in the forfeiture of part of all of the Security Deposit:
 - The maximum number of people allowed in the Clubhouse is 120. The person executing this Agreement must be present at the function for which they have reserved the Clubhouse. The Renter not allowed to sponsor any function for a non-Costa del Sol’s resident. The Association reserves the right to exclude or reject any or all objectionable persons from the Clubhouse, as well as to terminate the Renter’s use of the Clubhouse if it deems the use or



conduct of persons using same objectionable. If the activities of the guests are creating a nuisance to the other residents in Costa del Sol, the use of the Clubhouse will be terminated.

- Fund-raising, corporate and commercial functions are prohibited from being held in the Clubhouse. Renter may not require a payment or admission charge from any invited guests.
- The Association Office, the Board Meeting room and the storage room in the Clubhouse are not included in the rental agreement.
- The pool, pool areas, courts and children's playground are not included in the rental agreement and must not be used during the time you are renting the Clubhouse, either by yourself or your guests.
- Renter will provide CDS Security and the Association Office with the names of the attendees and service providers at least seven (7) days before the party.
- A map with the guest parking areas will be provided by the Association Office, and Renter further assumes responsibility for notifying the guests that they must abide by all the vehicular and parking rules of the community at all times while on the property.
- Renter will coordinate with the Association Office during the Association Office regular working hours, for the installation and removal of party tables, chairs and any other equipment that is necessary for the party.
- The Air Conditioner equipment cannot be tampered with.
- Smoking is not allowed in the Clubhouse.
- No flammable chemicals are allowed in the Clubhouse or on the Clubhouse grounds.
- No decorations may be affixed to the wall, mirrors and beams
- No food may be cooked in the Clubhouse or the surrounding areas, but the Clubhouse may be used for the warming of foods provided by catering services. The Renter shall be fully responsible for the actions of any caterer or other vendors employed by Renter and shall be responsible to ensure that all equipment is removed from the Clubhouse immediately upon termination of the Function. In addition, the Renter shall provide the Association with Certificates evidencing liability insurance coverage in such amounts that are reasonable and acceptable to the Association for any caterer and/or other vendors providing services for the Function at least seven (7) days prior to the Function. Any caterer(s) and/or other vendor(s) must execute a release, indemnification and hold harmless agreement in favor of the Association.
- Renter has the use of the kitchen equipment and is responsible to leave it in a clean condition.
- Renter is responsible to leave the Clubhouse in a clean condition.



- Renter agrees that Association Security has the right to access the party at any time.
- Renter will coordinate with Association Security to open and close the Clubhouse as needed.
- The Clubhouse must be vacated by the time specified at the end of the agreed rental period.
- No animals, trains or similar electrical and/or mechanical devices may be utilized within the common elements, including, but not limited to the Clubhouse, pool, pool areas, courts and children's playground. If Renter hires any form of entertainment, Renter must provide the Association with evidence that the individual and/or company hired by the Renter has adequate insurance at least seven (7) days prior to the function. Further, Renter must obtain from the individual and/or company evidence of insurance coverage. The Certificate of Insurance obtained from said individual and/or company must list the Association as an additional insured.
- At the end of the party, Association Security will conduct an inspection of the Clubhouse and will prepare a report.
- Renter assumes full responsibility for the actions of all guests and invitees. The Renter warrants and represents that he/she and his/her agents, guests and employees shall comply with all local laws, codes, ordinances and rules and regulations of any authority having jurisdiction over Costa del Sol and all rules and regulations of the Association.
- Instruments requiring amplifiers are allowed, providing all doors and windows are kept closed at all times and the sound is not audible at the front doors of any adjacent residential units.
- The Association is not responsible for any items of value left in the Clubhouse.
- If alcoholic beverages are used or consumed, the undersigned Renter hereby to defend and hold harmless the Association for any liability arising from said use or consumption and to indemnify the Association from any liability that it may suffer by virtue of a suit, claim, or other action arises out of the undersigned Renter use of the said Clubhouse facility.
- The Renter hereby agrees to assume all responsibility for insurance respecting his use the Clubhouse, and to assert no claim of coverage under any insurance policy of the Association in connection with the use of the Clubhouse. In addition, the Renter shall provide to the Association evidence of insurance liability coverage through their homeowner's policy or a separate liability policy with limits of not less than \$300,000 per occurrence at least seven (7) days prior to the Function. The Association must be named as an additional insured.
- Renter hereby agrees to indemnify and hold harmless the Association and its officers, directors, agents and employees from any and all losses, claims, damages, actions and liabilities, including, without limitation, claims for property damage, personal injury or death, arising from or connected with Renter's use of the Clubhouse or any other Association property or Renter's violation of any covenant, rules or applicable law, code or ordinance with respect to the use of the Clubhouse (including attorneys' fees at the trial and appellate levels) WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS



OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE, and Renter hereby waives any claims covered by the foregoing indemnity, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICER, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE. Renter's agreement to indemnify and hold harmless the aforesaid parties shall include attorneys' fees and cost actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken there from. Without limiting the generality of the foregoing, Renter acknowledges and agrees that neither the Association nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of Clubhouse. THE USE OF THE CLUBHOUSE IS AT ALL TIMES AT RENTER'S SOLE RISK.

- All notices by either party to the other provided for in this Agreement shall be in writing and send certified mail, addressed to Renter at:

and addressed to the Association at:

COSTA DEL SOL ASSOCIATION, INC
One Costa del Sol Blvd.
Doral, FL 33178

- The Association reserves the right to cancel this Agreement without notice in the event a hurricane watch or warning, or when other acts of God, catastrophe or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall return the Renter's fee and deposit, and shall not be responsible for any costs, expenses or damages that may be incurred by the Renter in connection with the canceled Function.
- In connection with any litigation including appellate proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all gender. This Agreement may be executed in any number of counterparts with the same



effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written

COSTA DEL SOL ASSOCIATION, INC.

By: _____

Title: _____

RENTER:
