

CORAL BAY COMMUNITY DEVELOPMENT DISTRICT CLUBHOUSE MEETING ROOM RENTAL AGREEMENT

This is a Rental Agreement between CORAL BAY COMMUNITY DEVELOPMENT DISTRICT (the “CDD”) and _____ (the “Renter”). Subject to the terms and conditions hereof and for the consideration stated herein, the Renter is hereby given the short-term right to use the Clubhouse Meeting Room and restroom facilities (collectively, the “Clubhouse Premises”) and agrees to be responsible for such use.

Information

- A. Check for availability of the Clubhouse Meeting Room by calling (954) 721-8681, Ext. 208.
- B. To contract with the Margate Police Department for an off-duty detail officer, contact the Police Department directly at (954) 972-7111. The Margate Police Department will provide current rates with a three (3) hour minimum charge. Rates and other conditions with respect to the off-duty detail officer are subject to change by the Margate Police Department and are not within the control of the CDD. The key to the meeting room will only be issued to an off-duty detail officer.
- C. Rentals are only permitted by Renters in good standing with the CDD. Rentals are not permitted for commercial or for-profit purposes. Any violation of this provision may result in immediate termination of the rental and a ban from any future rentals by the Renter or any member of Renter’s household for a period of up to one (1) year.
- D. Those interested in renting the Clubhouse Meeting Room shall confirm availability no sooner than 60 days prior to the rental and no later than 14 days prior to the rental. Within the time frame referenced in this subsection, the reservation for the Clubhouse Meeting Room will be confirmed once the District receives ALL OF THE following:
 - (i) an original signed Rental Agreement;
 - (ii) a copy of valid photo identification (i.e. Drivers License or State-issued Identification Card);
 - (iii) a copy of the fully executed City of Margate Off-Duty Police Agreement Form;
 - (iv) a deposit check in the amount of \$100.00; and
 - (v) Certificate of Insurance, if required by Section 12 below.

Terms and Conditions

1. Renter shall use and be responsible for the use of the Clubhouse Premises in a careful, legal, and proper manner. Renter shall return the Clubhouse Premises in as good condition as said Clubhouse Premises were prior to the use thereof by the Renter.
2. Renter hereby assumes all risk of loss or damage to the Clubhouse Premises, surrounding CDD property, and personal property therein from any cause. None of the personal property items shall be removed from the Clubhouse Premises.
3. Renter has fully inspected the Clubhouse Premises and the personal property therein and hereby acknowledges that same are in good condition and repair, and that Renter is satisfied with and has accepted same in such good condition and repair. Anything to the contrary shall be reduced to a written statement by the parties and signed by each of them.
4. Renter herewith deposits the sum of \$100.00 as a security for performance of the Renter's obligations hereunder, without limiting the rights of the CDD to seek other remedies available to it for the breach of such obligations by the Renter. The posted security deposit must be in the form of a check or money order, as the CDD does not accept cash. The security deposit shall not be construed as liquidated damages. If Renter does not breach Renter's obligations hereunder, the security deposit shall be returned to Renter.
5. Renter shall be responsible to return the Clubhouse Premises to a condition equal to or better than the condition prior to the rental. The Renter shall be responsible for making sure that the Clubhouse Premises are fully cleaned after use and that any trash and debris have been removed and properly bagged, sealed, and deposited in an approved garbage container or removed from the Clubhouse Premises and CDD Property and properly disposed of by the Renter if approved garbage container(s) on the Clubhouse Premises are full. All furniture shall be returned to the same location and position and in the same condition as prior to the rental.
6. Renter agrees that any decorations or decorating of the Clubhouse Premises must be done in a manner that does not cause any damage whatsoever, including, but not limited to, holes or perforations in or markings on the walls, or tape left on the walls, to any area of the Clubhouse Premises.
7. If any damage is found or if janitorial services or staff time is required to clean, restore, or repair the Clubhouse Premises, the District Manager will apply the security deposit or portion thereof to pay for any and all costs of such work, with any remaining deposit to be returned to the Renter. However, if the deposit is not sufficient to pay such costs and expenses in full, Renter shall remain liable to pay CDD the balance of such costs and expenses. In addition to any legal remedies available to

the CDD, the failure by the Renter to pay the balance of such costs and expenses and any other amounts owed to CDD may result in the suspension of membership privileges and gate privileges until such time as all amounts due and owing are paid.

8. Renter shall indemnify the CDD and its Supervisors, officers, agents, and employees against any and all claims, actions, proceedings, costs, damages, legal fees, and liabilities of any nature whatsoever, connected with or resulting from the use of the Clubhouse Premises or for the intentional or negligent acts and omissions by the Renter, Renter's guests, agents, employees or visitors.

9. The Clubhouse Premises are to be used in connection with the following (describe purpose of rental):

and not for any other purpose. The permission granted under this Agreement does not entitle the Renter to the exclusive use of the pool deck, swimming pool, or pool area.

10. The time for such use shall be strictly from:

Start time: _____(time) _____(date)

End time: _____(time) _____(date)

The use of the Clubhouse Premises shall not, under any circumstances, extend beyond 10:00 PM, which is inclusive of any time needed by Renter to clean the Clubhouse Premises. The Clubhouse Premises open at 6:30 AM and close at 10:00 PM.

11. The number of occupants of the Clubhouse Meeting Room shall not exceed the amount determined by the Fire Marshal, which Maximum Occupancy is 36 occupants.

12. Alcohol.

_____ Alcohol and alcoholic beverages at the Clubhouse Premises are strictly prohibited.

_____ Alcohol or alcoholic beverages will be served of provided during this rental. If such is the case, Renter shall be required to provide proof of insurance coverage in minimum amounts of \$500,000 for such an event, and which policies shall name the CDD as an additional insured or additional named insured. Renter shall furnish the District Manager of the District with a copy of the certificate of insurance verifying compliance with this provision no later than fourteen (14) days prior to the event or the event shall be canceled by the District and removed from the calendar.

13. Smoking is strictly prohibited in all interior areas of the Clubhouse Premises and within all covered hallways of the Clubhouse Premises.

14. **No candles or open flames of any kind shall be in use at the Clubhouse Premises. Renter shall be fully responsible for any false alarm fees incurred by the CDD during the rental period or as a result of any acts or omissions by Renter or Renter's guests.**
15. Renter agrees to be present during the entire time of such use and during the clean-up of the Clubhouse Premises. Such clean-up shall be conducted immediately at the conclusion of such use and not later.
16. The use of the Clubhouse Premises by the Renter and all Renter's guests shall at all times be in compliance with any Federal, State, and local laws, statutes, and ordinances, as well as all Amended and Restated Rules Governing The Use of the Recreational and other Facilities of the Coral Bay Community Development District, as amended from time to time (available on the CDD website at www.coralbaycdd.com) and the terms and conditions of this Agreement.
17. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of such litigation, through any appellate proceedings.
18. Adult supervision of minors is required at all times when any part of the Clubhouse Premises is occupied by anyone under the age of 18.
19. This Agreement entitles the Renter and the Renter's guests to use the Clubhouse Premises during the identified time, but does not permit any use of the swimming pool or the area within fifteen (15) feet of the swimming pool.
20. The District Manager of the CDD and employees or designees of the District Manager shall have full and free access to the Clubhouse Premises at all times to ensure compliance with this Agreement.
21. The terms herein constitute the entire agreement of the parties. No oral statements shall have any force or effect or be binding upon the parties.

**CORAL BAY COMMUNITY
DEVELOPMENT DISTRICT**

RENTER

By: _____

By: _____

Print name: _____
District Manager

Print name: _____

Address: _____

Date: _____

Date: _____