

CORAL BAY COMMUNITY DEVELOPMENT DISTRICT CLUBHOUSE MEETING ROOM RENTAL AGREEMENT

This is a Rental Agreement between CORAL BAY COMMUNITY DEVELOPMENT DISTRICT (the "CDD") and _____, a Member of the Coral Bay Community Development District (the "Member"). Subject to the terms and conditions hereof and for the consideration stated herein, the Member is hereby given the short term right to use the Clubhouse meeting room and restroom facilities (the "Clubhouse Premises") and agrees to be responsible for such use.

Information

Check for availability of the Clubhouse Meeting Room by calling (954) 721- 8681, Ext. 208

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.

Member shall be responsible to ensure that any non-resident guests invited to Member's event at the Clubhouse Premises are included on Member's Guest List so that Envera or the CDD Security Provider can recognize and permit efficient access into the community for such purposes.

Rentals are only permitted by Member's in good standing with the CDD.

Terms and Conditions

1. Member shall use the Clubhouse Premises in a careful, legal, and proper manner. Member shall return the Clubhouse Premises in as good condition as they were prior to the use thereof by the Member.
2. Member hereby assumes all risk of loss or damage to the Clubhouse Premises, surrounding CDD property, personal property therein from any cause. None of the personal property items shall be removed the Clubhouse Premises.
3. Member has fully inspected the Clubhouse Premises and the personal property therein and hereby acknowledges that same are in good condition

and repair, and that Member 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. Member herewith deposits the sum of \$100.00 as a security for performance of the Member's obligations hereunder, without limiting the rights of the CDD to see other remedies available to it for the breach of such obligations by the Member. 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 Member does not breach Member's obligations hereunder, the security deposit shall be returned to Member.
5. Member shall be responsible to return the Clubhouse Premises to a condition equal to or better than the condition prior to the rental. The Member shall be responsible for make sure 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 Member 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. Member 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 Member. However, if the deposit is not sufficient to pay such costs and expenses in full, Member shall be liable to pay CDD the balance of such costs and expenses. In addition to any legal remedies available to the CDD, the failure of the Member 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. Member 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 negligent acts and omissions by the Member, Member's guests, agents, employees, or visitors.

9. The Clubhouse Premises are to be used in connection with the following:

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 Member 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 and alcoholic beverages at the Clubhouse Premises are strictly prohibited.**

13. **Smoking is strictly prohibited in all interior areas of the Clubhouse Premises and where otherwise posted.**

14. **No candles or open flames of any kind shall be in use at the Clubhouse Premises. Member shall be fully responsible for any false alarm fees incurred by the CDD as a result of any acts or omissions by Member or Member's guests.**

15. Member 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 Member and all Member's guests shall at all times be in compliance with any Federal, State, and local laws, statutes, and ordinances as well as all CDD Rules (available on the CDD website at www.coralbaycdd.com) and the terms and conditions of the 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 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 Member and the Member's guests to use the Clubhouse Premises during the identified time, but does not permit any use 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 of this Agreement.
21. The terms herein constitute the entire agreement of the parties. No oral statements shall have any force or effect of be binding upon the parties.

**CORAL BY COMMUNITY
DEVELOPMENT DISTRICT**

MEMBER

By: _____

By: _____

Print Name: _____

Print Name: _____

District Manager

Date: _____

Address: _____

Date: _____