

**Release & Indemnification Agreement
For Use of Clubhouse**

THIS RELEASE & INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20_____, by and between ***The Belmont at North Lauderdale Condominium Association Inc.*** (hereinafter "ASSOCIATION") and _____ (hereinafter "HOMEOWNER").

WITNESSETH:

WHEREAS, the clubhouse for the Belmont at North Lauderdale Condominium Association, Inc. is maintained and operated by ASSOCIATION on behalf of all unit owners within the Community; and

WHEREAS, for the purpose of this Agreement, the term "HOMEOWNER" shall apply to the party intending to reserve the Clubhouse, whether said person is the owner of the unit within ASSOCIATION AND

WHEREAS, HOMEOWNER desires to reserve the Clubhouse for a private party for his/her own use; and

WHEREAS, the parties desire to limit the potential liabilities of ASSOCIATION which may arise out of HOMEOWNER'S temporary use of the Clubhouse.

NOW THEREFORE:

In consideration of and in return for permission granted by ASSOCIATION to use the Clubhouse for a private party, HOMEOWNER hereby covenants to indemnify and hold ASSOCIATION harmless from and against any and all liability that ASSOCIATION and/or HOMEOWNER may sustain as a result of claims, demands, costs or judgments arising from or relating to HOMEOWNER'S use of said Clubhouse. Such releases and indemnifications shall apply to all claims, demands, costs or judgments' of any and every kind arising from HOMEOWNER'S use of the clubhouse, as well as any other party utilizing said Clubhouse under the supervision of, or pursuant to permission granted by, or as an invitee of, HOMEOWNER. HOMEOWNER shall obtain and assumes all responsibility regarding necessary insurance related to the use of the Clubhouse and shall not assert any claim of coverage under or against any insurance policy of the ASSOCIATION related to HOMEOWNER'S use of said clubhouse.

Should it become necessary for purposes of resisting, adjusting or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by the Agreement, or if for purposes of enforcing this Agreement, ASSOCIATION incur any expenses, or becomes obligated to pay, any insurance deductible, attorney fees (at both the trial and appellate levels) or court costs, HOMEOWNER agrees to reimburse ASSOCIATION for all such expenses.

It is expressly intended by the parties that HOMEOWNER shall indemnify and hold ASSOCIATION harmless from and against any and all liability from any act or negligence or failure to act of HOMEOWNER, its agents, contractors and/or invitees.

It is expressly intended by the parties that HOMEOWNER shall return the clubhouse to ASSOCIATION in the exact condition in which it was provided to HOMEOWNER. Any damages to the clubhouse arising from HOMEOWNER'S operation or use of same shall be promptly repaired such that the Clubhouse is

restored to its condition as it existed prior to HOMEOWNER'S use. Such repairs shall be effectuated by ASSOCIATION and HOMEOWNER shall be billed for all costs associated with same. Any sum billed to HOMEOWNER by ASSOCIATION pursuant to this paragraph shall be treated as an assessment against the HOMEOWNER'S unit, and ASSOCIATION shall be permitted to collect same as a regular or special assessment as provided in the Declaration of Covenants, Restrictions and Easements for the Community (the "Declaration") and Florida Law. Such remedies shall include, but may not be limited to, the right of the ASSOCIATION to charge late fees and interest and, if the assessment remains unpaid, attach a Claim of Lien to the unit for such sums as well as attorneys' fees and costs, and such Claim of Lien may be foreclosed in the manner of a mortgage foreclosure. The lien and foreclosure procedure shall be in accordance with the Declaration and Florida law.

HOMEOWNER expressly agrees to abide by and conform to all rules and regulations of ASSOCIATION as contained in the Declaration and/or other governing documents of ASSOCIATION, as well as any rules and regulations which may be enacted by ASSOCIATION and/or attached hereto.

HOMEOWNER expressly agrees to comply with all laws and regulations of the United States of America and the State of Florida, and with all codes, ordinances and regulations of Broward County and the City of North Lauderdale, and will pay any applicable taxes or fees due to any governmental or quasi-governmental authority arising out of HOMEOWNER'S use of the Clubhouse

ASSOCIATION, or its representatives, reserves the right to enter the premises during the period of use to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the ASSOCIATION or this Agreement, and or to prevent any damage or destruction of the Clubhouse and other adjacent facilities. Nothing contained herein shall be interpreted as obligating ASSOCIATION to take any action whatsoever with respect to the preceding sentence.

It is expressly agreed that this Agreement does not contemplate the use of any other facilities other than the Clubhouse, and that the number of persons admitted to said Clubhouse by HOMEOWNER shall not be in excess of the amount permitted by ASSOCIATION and in no event shall exceed the Fire Marshall's Guidelines for the Building. HOMEOWNER may not, during the period of reservation contemplated herein, deny access to any facility of the Clubhouse to any other member of ASSOCIATION.

There shall be a charge to HOMEOWNER for the use of the Clubhouse in the amount of two hundred hundred dollars (\$200.00) to cover water, electricity and clean-up costs incurred by the ASSOCIATION. **This non-refundable sum must be paid a minimum of 14 DAYS PRIOR to the date of the reservation in the form of a cashier check or money order made payable to "The Belmont at North Lauderdale Condominium Association, Inc."**

HOMEOWNER agrees to cooperate with ASSOCIATION, assist in the preparation of, and sign off on, the Checklist for Use of Clubhouse form to be completed immediately preceding the event and immediately following same.

HOMEOWNER shall be permitted to utilize the main room and kitchen of the Clubhouse for a period of _____ hour(s) commencing from _____ a.m./p.m. to _____ a.m./p.m. on the _____ day of _____, 20____. If the foregoing number of hours is left blank, the term of such rental shall be Two (2) hours. The clubhouse is being reserved for the purpose of _____, and the HOMEOWNER agrees to be present at all times during the event. All events can start no earlier than 10am.

***** IF THE RENTER SURPASSES THE HOURS RESERVED, RENTER WILL RELINQUISH 50% OF INITIAL SECURITY DEPOSIT FOR THE FIRST 30 MINUTES. RENTER WILL RELINQUISH 100% OF THE SECURITY IF THEY HAVE NOT VACATED THE PROPERTY 1 HR AFTER RESERVED (MOVE OUT) TIME. *****

HOMEOWNER shall provide a refundable deposit to ASSOCIATION in the form of a cash or money order in the amount of \$500.00 as a damage deposit, to be returned to HOMEOWNER follow the event if ASSOCIATION determines that no damage has been inflicted on the Clubhouse. In the even the Clubhouse has been damaged or is in need or extra cleaning, ASSOCIATION is expressly authorized to apply some or all of the above damage deposit towards reimbursement of such damage or cleaning. It is expressly agreed that nothing contained in this paragraph shall be construed as limited HOMEOWNER'S liability in anyway, and if the deposit is insufficient to cover the cost of repair or cleaning, HOMEOWNER shall remain liable for the excess balance as described earlier in this Agreement. Refund of any unused deposit or requirement of additional deposits shall be at the sole and absolute discretion of ASSOCIATION.

Type of Function/Event: Please check one of the following:

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Baby Shower | <input type="checkbox"/> Anniversary | <input type="checkbox"/> Holiday Party |
| <input type="checkbox"/> Birthday | <input type="checkbox"/> Graduation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Bar/Bat Mitzvah | <input type="checkbox"/> Reunion | |

Number of people expected to attend (no to exceed _____ without Board approval)

Alcoholic Beverages will not be served

Pool Area and Gym Area will not be used

Music may be played inside the clubhouse only and cannot be loud.

All maintenance and assessments for unit are current.

No tacks, nails, etc. may be put into the walls, doors, ceilings or furniture

No Signs Permitted

No pets permitted

Use fee of two (2) hundred dollars (\$200.00) & Damage deposit of five (5) hundred dollars (\$500.00) have been received for parties ending at 8pm. All in cleared funds.

IN WITNESS WHEREOF, the parties have set their respective hands and seal this ____ day of _____, 20____.

HOMEOWNER

THE BELMONT AT NORTH LAUDERDALE

Signature

Signature

Print Name

Print name

Unit #/Address

Title

Daytime Phone Number(s)

(Note: This agreement may be signed by the Community Manager on behalf of the Association)

Evening Telephone Number(s)

CHECKLIST FOR USE OF CLUBHOUSE

RENTER: _____

PHONE NUMBER (s): _____

	CONDITION/COMMENTS PRIOT TO EVENT	CONDITION/COMMENTS AFTER EVENT
Doors	_____	_____
Windows	_____	_____
Refridgerator	_____	_____
Sink Area	_____	_____
Floors	_____	_____
Walls	_____	_____
Laboratory	_____	_____
Deck area	_____	_____
Furniture	_____	_____
Decorations	_____	_____
Trash	_____	_____
Tot Lot	_____	_____
Grounds	_____	_____

HOMEOWNER

Signature

Print Name

Unit #

**THE BELMMONT AT NORTH LAUDERDALE/
MANAGEMENT COMPANY**

Signature

Print Name

Title