

To RESERVATION AGREEMENT FOR CLUBHOUSE AT CYPRESS SPRINGS 1

MAIL APPLICATION TO: Home River Group 4201 Vineland Rd., #1-2, Orlando, FL 32811 407-327-5824 EMAIL
cypresssprings@homeriver.com

Name of Homeowner: _____	
Date of Reservation: _____	
Time: From:	To:
Type of Function: _____	
No. of Persons to Attend (Maximum 100): _____	

NOTE: HOMEOWNER MUST BE CURRENT IN ALL THEIR ASSOCIATION DUES AT THE TIME OF SIGNING THIS AGREEMENT AND ALSO AT THE TIME THE CLUBHOUSE WILL BE UTILIZED. IF HOMEOWNER IS SHOWN NOT TO BE CURRENT ON THEIR ASSOCIATION DUES THE WEEK OF THEIR EVENT, THEIR USE OF THE FACILITY WILL BE FORFEITED.

Method of payment will consist of two checks payable to Cypress Springs Owners Association (one for rental and one for deposit) Returned Checks will be charged a fee as per the Bank, and all privileges cancelled.

Owner’s Amenity Card Numbers: J9 _____, J9 _____,

**Homeowners are permitted to rent the facility twice per year (January – December).*

***Events scheduled on Holidays will incur a holiday surcharge for attendant. Further, attendant is required to stay until all attendees have vacated the property. The rates below reflect these surcharges.**

HALF DAY: 11 am – 4pm \$200.00 Deposit plus:

Dates	Rental fee	Attendant	Holiday Attendant	Regular Total	Holiday Total
January 1 – May 15	\$150	\$100	+ \$50.00	\$250	\$300.00
May 16 – September 30	\$150	\$20	+ \$10.00	\$170	\$180.00
Oct. 1 - December 31	\$150	\$100	+ \$50.00	\$250	\$300.00

HALF DAY: 5 pm – 11 pm \$200.00 Deposit plus:

Dates	Rental fee	Attendant	Holiday Attendant	Regular Total	Holiday Total
January 1 – May 15	\$150	\$120	+ \$60.00	\$270.00	\$330.00
May 16 – September 30	\$150	\$60.00	+ \$30.00	\$210.00	\$240.00
Oct. 1 - December 31	\$150	\$120	+ \$60.00	\$270.00	\$330.00

6. The facility must be cleaned to the specifications stated below immediately upon conclusion of the function. **FAILURE TO COMPLETELY CLEAN THE FACILITY WILL RESULT IN FORFEITURE OF TOTAL DEPOSIT AND LOSS OF FUTURE PRIVILEGES.**

- (a) Trash must be placed in containers. **Noncompliance charge against deposit \$25.00. Initials _____**
- (b) Restrooms to be left clean and in working order. **Noncompliance charge against Deposit is \$50.00. Initials _____**
- (c) Wipe up all spills. **Noncompliance charge against deposit is \$25.00. Initials _____**
- (d) Sweep clubhouse floor. **Noncompliance charge against deposit is \$25.00. Initials _____**
- (e) All tape must be removed with decorations. **Noncompliance charge against deposit is \$25.00. Initials _____**
- (f) Kitchen, refrigerator, and microwave are to be left clean. **Noncompliance charge against deposit is \$25.00. Initials _____**
- (g) If there is any broken glass, it must be cleaned up 100%. Reminder that no glass is permitted on the pool deck. **Noncompliance charge against deposit is \$50.00.**
- (h) **Initials _____**

7 NOISE: Orange County Code , Section 15 - 180 (B-16)

"Noise shall mean any sound produced in such quantity and for such duration that it annoys, disturbs or may injure a reasonable man or woman of normal sensitivities." The noise level of your function must not disturb Cypress Springs 1 & 2 residents at any time. Complaints of excessive noise reported to the Sheriff's department, the management company, or any member of the Board of Directors, will be fully evaluated and can result in complete loss of deposit and loss of future privileges to use facilities.

8 It is understood that the reservation is for the clubhouse use only and does not prohibit Residents from using the pool and picnic area.

9 At the conclusion of the function, resident will be responsible for locking up the kitchen and assuring that the front gate and rest rooms doors are shut and secured plus confirmed with attendant.

- 10 Resident agrees and understands that all youth functions MUST be supervised by an adult Cypress Springs 1 Owner.
- 11 All music must end by 10.00 pm and the clubhouse vacated by 11:00 pm. No exceptions.
- 12 Maximum attendance for any function will be 100 people.
- 13 The Cypress Springs 1 Owners Association, its officers, directors, employees, and members will not be responsible for any damages, losses, malicious mischief, vandalism, theft or larceny to residents or guests and their equipment or property left at or near the clubhouse facilities.
- 14 Resident agrees to be fully responsible for maintaining an orderly function and will allow no illegal activities on the premises. Resident will be responsible for the conduct of all guests, whether invited or uninvited, and will ensure that all Cypress Springs 1 Policies, Rules and Regulations will be followed.
- 15 Resident assumes full responsibility for any loss or damages to the clubhouse or the common property of Cypress Springs 1 Owners Association because of the use of the clubhouse for the function. The use of the clubhouse facilities is at the resident's own risk and the Resident assumes full responsibility to defend any claim made against the Cypress Springs 1 Owners Association which may arise because of the function. It is understood that all liabilities for any claim is fully the resident's responsibility.
- 16 Cypress Springs 1 Owners Association, its officers, directors, employees, and members are not responsible for liability and expenses for damage, including but not limited to loss of life and personal injury, sustained by any resident or guest who attends the function at the clubhouse and surrounding amenities.
- 17 In the event the clubhouse is partially or completely unusable or damaged on the date of the reservation and the resident chooses not to use the facilities, the Cypress Springs 1 Owners Association, its officers, directors, employees, and members shall not be held liable. Resident will receive a full refund of any fees paid.
- 18 Rental Property (chairs, tables, catering equipment etc.) must be removed from the premises at the conclusion of the function. **These may not be stored at the clubhouse.** The Association will not assume responsibility for returning any items.
- 19 Decorations and set up are not to occur in the evening prior to the reservation the next day and must be removed at the conclusion of the function.
- 20 Fees: See fee schedule for Rental Fee / Returned Check Policy / Deposit.

Insurance: If the renter of the clubhouse facility is a homeowner, the owner must show evidence of homeowner's insurance which includes liability insurance. If the renter of the clubhouse facility is a renter in the community, the renter / residence must show evidence of either a special event policy or renter's insurance. Please include applicable information below.

Homeowner Insurance policy Name: _____

Homeowner Insurance Policy Number: _____

Insured Name: _____

Expiration Date: _____

(Please attach copy of declaration page)

Renter Insurance Policy Name: _____

Renter Insurance Policy Number: _____

Expiration Date: _____ Insured

Name: _____

(Please attach copy of declaration page)

To confirm your reservation for use of the clubhouse, please return copy of the form properly completed and signed with the deposit. Final payment for all other fees is due two weeks prior to your reservation date.

Resident Name: _____

Telephone: Home: _____ Work _____

Address: _____

Sponsored Individual: _____

Telephone: Home: _____ Work _____

Address: _____

I/We agree to release, acquit, forever discharge, indemnify, and hold harmless the Cypress Springs 1 Owners Association, its officers, directors, employees, and members against any and all actions, claims, and demands whatsoever, whether in law or in equity by myself/ourselves or any invited guest, invitees, or other persons on the premises which may arise out of the use of the facility.

I/WE have read, fully understand, and agree to abide by the provisions of the clubhouse rental agreement.

Resident Signature Date _____

Print Resident's Name Date _____

Sponsored Individual Signature

Print Sponsored Individual's Name

Any violation of this agreement, activity or occurrence that results in the abuse of privileges, including but not limited to the abuse provisions, can result in the immediate loss of use and the loss of deposit, subject to the discretion of the Managing Agent and Board of Directors.

Initials _____