

RESERVATION AGREEMENT FOR CLUBHOUSE AT CYPRESS SPRINGS 1

MAIL APPLICATION TO: Home River Group 4301 Vineland Rd., #E-1, Orlando, FL 32811

Telephone number: 407-327-5824

EMAIL cypresssprings@homeriver.com

Name of Responsible Homeowner: _____
Address of Responsible Homeowner: _____
Telephone number of Responsible Homeowner: _____
Date and Time of Event: Date: _____ Time: From: _____ To _____
Type of Event: _____ No. of Persons to Attend (Maximum 70): _____
Responsible Homeowners Amenity Card #'s J9 _____ J9 _____
<i>*Homeowners are permitted to rent the facility twice per year (January – December).</i>
<i>The homeowner must be current in all association dues at the time of signing this agreement as well as at the time the clubhouse will be utilized.</i>
<i>Payment: Please send two checks. 1) Deposit amount 2) Rental amount * Rental and deposit checks will be deposited immediately. The Deposit amount will be refunded once the area is inspected, and no infractions or excess garbage charges are assessed. (initial) _____</i>
<i>The pavilion cannot be rented for pool parties. Rentals of pavilion do not include</i> • <i>Pool</i> • <i>BBQ area</i> • <i>Tennis Court</i> • <i>Playground</i> <i>(initial) _____</i>
<i>The maximum capacity for the pavilion rental is 70.</i>
<i>*Amenity access will possibly be removed for any infraction of this agreement. Deposit may be forfeited.</i>
<i>*Homeowners and sponsoring homeowners are expected to be present during the entire rental period.</i>
<i>*Responsible homeowners are required to do a “walk-through inspection” with the attendant before and after each rental event.</i>

RENTAL RATES

	Regular Rate January 1 – December 31	Holiday Rate January 1 – December 31
Half Day 11 am – 4pm	\$350.00	\$410.00
Half Day 5pm – 11pm	\$375.00	\$450.00
Full Day 11 am – 11pm	\$650.00	\$800
Garbage (anything over 2 bags will be deducted from deposit)	\$50 Per bag transport and dump fee	\$50 per bag transport and dump fee
Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Valentines Day, St. Patrick's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Halloween, Thanksgiving Day, Veterans Day, Christmas Eve, Christmas Day, New Years Eve.		
*Checks are made payable to: Cypress Springs Owners Association		

Total Rental (separate check) *	\$
Total Deposit: (separate check) *	\$350.00

1. We understand that permission has been granted for the use of the Cypress Springs 1 Clubhouse on the specified date and time and we agree to abide by the following rules:
Initials _____
2. The clubhouse is to be rented by Cypress Springs 1 residents only. Deposit of \$350 will be forfeited if cancelled within 7 days of the scheduled event. **Initials** _____
3. If a resident sponsors someone to have a function at the clubhouse, the sponsoring resident must attend the function as they will assume all responsibilities for the sponsored individual to comply with all the conditions of this agreement. **Initials** _____
4. Resident is responsible to inspect the clubhouse prior to function and report any existing damage or condition to the attendant. **Initials** _____
5. Tables and chairs are **NOT** provided as part of this reservation. No glass containers of any kind are permitted at the pool, pavilion or clubhouse at any time. **Initials** _____
6. I agree to the following regulations:
 - -Music: Live music or D.J.'s are permitted with the understanding that music volume must not be carried outside the clubhouse area. Music will end at 10 pm
 - -Decorations: Must be hung using tape, thumbtacks or push pins only. No surface piercing items (staples, nails, etc.) may be used to hang decorations.
 - -Pool deck furniture must not be removed from the pool deck.
 - -Open flames are prohibited except for decorative candles.
 - -Personal barbeque equipment is restricted to the picnic area.
 - -If helium balloons are used, and they are caught up in the ceiling, they must be removed.
 - **-Bounce houses, water balloons, confetti, food trucks and recreational equipment are not allowed, No animals of any kind (except registered service animals)**
7. 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 POSSIBLE LOSS OF FUTURE PRIVILEGES.**

Cleanliness/Trash

- -Trash must be placed in containers provided or removed completely. Two trash cans (100 gallon) will be provided. Excess garbage will be charged \$50 per can/bag. You have the option to remove excess trash and no garbage fee will be charged.
- -Restrooms to be left clean and in working order.
- -Wipe up all spills.
- -Sweep and mop the clubhouse floor. (broom and mop provided)
- -All decorations and tape must be removed.
- -Kitchen, refrigerator, and microwave are to be left clean.
- -No glass is permitted on the pool deck.

NOISE: (see note 6 above)

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.

Responsibility of Association

- -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.
- -Resident agrees to be fully responsible for maintaining an orderly function and will allow no
- illegal activities on the premises. Residents 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.
- -Resident assumes full responsibility for any loss or damage to the clubhouse or the common property
- The use of the clubhouse facilities is at the renter'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.
- -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.
- -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
- -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.
- -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.
- -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 the 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 a copy of this form, properly completed and signed with the deposit (\$350) and rental amount in the form of two checks.

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: _____

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 _____