

CYPRESS SPRINGS 1 RESERVATION AGREEMENT FOR CLUBHOUSE

Date of Reservation : _____ Time : From ____ am ____ pm ____ To : _____ pm

Type of Function : _____

Number of Persons to Attend not to exceed 100 per Occupancy Permit: _____

NOTE: HOME OWNER 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 HOME OWNER IS SHOWN NOT TO BE CURRENT ON THEIR ASSOCIATION DUES THE WEEK OF THEIR EVENT, THEIR USE OF THE FACILITIES WILL BE FORFEITED.

Method of payment will consist of two checks, one for rental and one for deposit, Returned

Checks will be charged a fee as per the Bank, and all privileges cancelled.

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

Dates	Rental fee	Security Fee	Total
January 1 – May 15	\$100	\$85	\$185
May 16 – September 30	\$100	\$17	\$117
Oct. 1 - December 31	\$100	\$85	\$185

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

Dates	Rental fee	Security Fee	Total
January 1 – May 15	\$100	\$102	\$202
May 16 – September 30	\$100	\$51	\$151
Oct. 1 - December 31	\$100	\$102	\$202

FULL DAY: 11 am – 11 pm \$200.00 Deposit plus:

Dates	Rental fee	Security Fee	Total
January 1 – May 15	\$200	\$204	\$404
May 16 – September 30	\$200	\$68	\$268
Oct. 1 - December 31	\$200	\$204	\$404

FEES: Circle: 11 am – 4pm ** 5 pm – 11 pm ** 11 am – 11 pm \$ _____

SECURITY: \$ _____

TOTAL: Accepted: _____ (sign) \$ _____

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** _____

- 1 The clubhouse is to be rented by Cypress Springs 1 residents only. Reservations will be held for 7 days without payment, at which time the reservation will be removed from the community calendar. Reservation fees will be forfeited if cancelled within 14 days of the scheduled event.
- 2 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 in order to comply with all the conditions of this agreement.
- 3 Resident is responsible to inspect the clubhouse prior to function and report any existing damage or condition to Home River Group at 407 327 5824 Extension 596. Any damages not reported can become the renter's responsibility.
- 4 Tables and chairs are **NOT** provided as part of this reservation.
- 5 The following regulations must be complied with:
 - Live music or D.J.'s are permitted with the understanding that music volume must not carry outside the clubhouse area.
 - Decorations must be hung using tape only. No surface piercing items (staples, nails, thumb tacks, push pins etc.) may be used to hang decorations.
 - Decorations may be put up on the day of the function. **NOT BEFORE.**
 - **Food and glass containers are prohibited on the pool deck.**
 - Pool deck furniture must not be removed from the pool deck.
 - Open flames are prohibited except for decorative candles.
 - Restrooms will be unlocked electronically for the times specified in the rental agreement
 - 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 or else a fine will be imposed and deducted from deposit.
 - **Bounce houses and such like recreational equipment are not allowed,**
No animals of any kind.
- 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. **Non compliance charge against deposit \$25.00. Initials _____**
- (b) Restrooms to be left clean and in working order. **Non compliance charge against deposit is \$50.00. Initials _____**
- (c) Wipe up all spills. **Non compliance charge against deposit is \$25.00. Initials _____**
- (d) Sweep clubhouse floor. **Non compliance charge against deposit is \$25.00. Initials _____**
- (e) All tape must be removed with decorations. **Non compliance charge against deposit is \$25.00. Initials _____**
- (f) Kitchen, refrigerator and microwave are to be left clean. **Non compliance charge against is \$25.00. Initials _____**
- (g) Keys to be deposited in designated lock box. **Non compliance charge against deposit is \$25.00. Initials _____**
- (h) If there are any broken glass, it must be cleaned up 100%. Reminder that no glass is allowed on pool deck. **Non compliance charge against deposit is \$50.00. Initials _____**

7 NOISE: Orange 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 anytime. 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.
- 10 Resident agrees and understand that all youth functions MUST be supervised by an adult Cypress Springs 1 Owner Association resident.
- 11 All music must end by 11.00 pm and the clubhouse vacated by midnight. No exceptions.

- 12 Maximum attendance for any function will be 100 people. Orange County Sheriffs will enforce this guideline.
- 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 any and 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 as a result 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 as a result 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 any returned 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 / Returnrd Check Policy / Deposit.
- 21 Insurance: If the renterof the clubhouse facility is a home owner, the owner must show evidence of home owner's insurance which includes liability insurance. If the renter of the clubhouse facility is a renterin the community, the renter / residence must show evidence of either a special event policy or renter's insurance. Please include applicable information below.

Home Owner Insurance policy Name : _____

Home Owner 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 resevation 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.

_____ Date _____

Resident Signature

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 above 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 _____

