

RESERVATION AGREEMENT FOR CLUBHOUSE AT CYPRESS SPRINGS

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

Method of payment will consist of two checks payable to Cypress Springs Owners Association (one for rental and one for deposit)

**Rental Fees: \$100 HALF DAY (11 AM TO 4 PM OR 5 PM TO 11PM, PLUS \$200 DEPOSIT.
\$200 FULL DAY, PLUS \$200 DEPOSIT**

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.

We understand that permission has been granted for the use of the Cypress Springs Clubhouse on the specified date and time. I/We agree to abide by the following rules: **Initials:** _____

1. The clubhouse is to be rented by Cypress Springs 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 event.
2. If a resident sponsors someone to have a function in the clubhouse, **the sponsoring resident must attend the function.** The sponsoring resident assumes all responsibility for the sponsored individual 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 EPM Services at 407-327-5824. Any damages not reported can become the renter's responsibility.
4. Tables and chairs are **NOT** provided as part of this reservation. These items can be rented.
5. The following regulations must be complied with:
 - a. Live music or D.J.'s are permitted with the understanding that music volume must not carry outside the clubhouse area.
 - b. Decorations must be hung using tape only. No surface piercing items (staples, nails, thumbtacks, pushpins, etc.) may be used to hang decorations. Failure to do so will result in the loss of deposit.
 - c. Decorations may be put up on the day of the function. **NOT BEFORE.**
 - d. Food & glass containers are prohibited on the pool deck.
 - e. Pool deck furniture must not be removed from the deck.
 - f. Open flames are prohibited except for decorative candles.
 - g. Restrooms will be unlocked electronically for the times specified in the rental agreement.
 - h. Personal barbeque equipment is restricted to the picnic area.
 - i. No helium balloons or glitter.
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 FUTURE USE PRIVILEGES.** **Initials:** _____
 - a. Trash must be picked up and placed in containers. All overflow must be taken with you. **Initials:** _____
 - b. Restrooms to be left clean and in working order. **Initials:** _____
 - c. Wipe up all spills. **Initials:** _____
 - d. Sweep clubhouse floor. **Initials:** _____
 - e. All tape must be removed with the decorations. **Initials:** _____

- f. Kitchen and refrigerator are to be left clean. **Initials:** _____
- g. Facility must be returned to normal conditions of cleanliness. **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 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 your deposit and loss of future privileges to use the facilities.
8. It is understood that the reservation is for 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 the front gate and restroom doors are shut and secured.
10. Resident agrees and understands that all youth functions MUST be supervised by an adult Cypress Springs Owners Association resident.
11. All music must end by 11:00 p.m. and the clubhouse must be vacated by 12:00 a.m. No exceptions.
12. **Maximum attendance for any function will be 100 people. Orange County Sheriff’s will enforce this guideline.**
13. The Cypress Springs Owners Association, its officers, directors, employees and members will not be responsible for any damage, loss, malicious mischief, vandalism, theft or larceny to resident or guests and their equipment or property left at or near the clubhouse facilities.
14. Resident agrees to be fully responsibility for maintaining an orderly function and will allow no illegal activity on the premises. Resident will be responsible for the conduct of any and all guests, whether invited or uninvited and will insure that all Cypress Springs Policies, Rules and Regulations will be followed.
15. Resident assumes full responsibility for any loss or damage to the clubhouse or the common property of Cypress Springs 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 Owners Association which may arise as a result of the function. It is understood that all liability for any claim is fully the resident’s responsibility.
16. Cypress Springs 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 facility, the Cypress Springs Owners Association, its officers, directors, employees and members shall not be held liable. Resident will receive a 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. Decorations must be hung using tape only. No surface piercing items (staples, nails, thumbtacks, pushpins, etc.) may be used to hang decorations.
20. FEES: See fee schedule for: Rental Fee/Returned Check Policy/Deposit.
 Reservation will be held for seven (7) days without a deposit. If no deposit is received within seven (7) days the reservation will be removed from the schedule without notice (resident is responsible for payment for any damage

or cleanup costs). Rental fee will not be refunded on any event cancelled within fourteen (14) days of the scheduled event.

22. **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/resident 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 declarations page)

RENTER INSURANCE POLICY NAME _____

RENTER INSURANCE POLICY NUMBER _____

EXPIRATION DATE: _____

INSURED NAME: _____

(Please attach copy of declarations 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 (H) _____ (W) _____

ADDRESS: _____

SPONSORED INDIVIDUAL/COMPANY NAME: _____

TELEPHONE (H) _____ (W) _____

ADDRESS: _____

SEE NEXT PAGE FOR SIGNATURES

I/We agree to release, acquit, forever discharge, indemnify, and hold harmless the Cypress Springs Owners Association, Inc., 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 guests, invitees, or other persons on the premises which may arise out of the use of this facility.

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

Owner Signature
Initials: _____

Date

Resident/Renter Signature
Initials: _____

Date

Owner Representative Signature
(Mgt. Company)
Initials: _____

Date

Sponsored Individual Signature
Initials: _____

Date

ANY VIOLATION OF THIS AGREEMENT, ACTIVITY OR OCCURRENCE THAT RESULTS IN THE ABUSE OF PRIVILEGE, 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 of each party: _____