

Estada Homeowners Association Inc.

6050 Estada Lane

Boca Raton, FL 33433

Phone: 561-488-1507 Fax: 561-488-9059

APPLICATION FOR CLUBHOUSE RESERVATIONS

TODAY'S DATE _____

NAME _____ RESERVATION DATE _____

ADDRESS _____ HOURS _____

TYPE OF FUNCTION _____

TELEPHONE _____ EMAIL _____

Owners and tenants (hereafter called applicant) can reserve the clubhouse for functions Mon – Fri from Noon to 11 PM and on weekends and holidays from 9 AM to midnight, except holidays preceding a workday in which the end time would be 11 PM.

Users are required to submit the application form with two checks – a \$100.00 security deposit and a \$75.00 clubhouse rental fee. Both checks should be made payable to Estada HOA. If the grill is to be used, an additional \$15.00 fee is to be added to the rental fee for a total of \$90.00. The security deposit will be returned after the event upon a satisfactory inspection of the premises.

Owners must approve tenants' reservations and are responsible for their actions including any incurred damages. The tenant must obtain the owner's signature on the application by fax or by power of attorney of responsible manager of the leasing agent.

Arriving guests must be buzzed in by you OR you must provide the lot code ahead of time so that they may enter the development. A condition of refund of the \$100.00 security deposit is that the gate arm be left in place at all times.

Failure to comply with any of the APPLICATION RULES, such as having more than 51 people, would constitute forfeiture of the deposit.

1. After receipt of the checks, the clubhouse and bathroom keys are given to the applicant 1-2 days before the function. The clubhouse bathrooms must be locked and keys returned to the association after the function.
2. The manager, or a board member, will inspect the premises prior to use with the applicant.
3. A function for minors under age 21 must be chaperoned by a parent at all times.
4. Follow the posted pool rules – including hours.
5. Loud noise or music, noxious or offensive activities that are an annoyance to residents around the clubhouse are forbidden.
6. The clubhouse is a nonsmoking facility. The applicant is responsible for enforcing Federal and Florida regulations relating to alcohol and drug use. Alcohol beverages are forbidden to be consumed on the premises by anyone under 21. If drug use is suspected, the applicant must notify the police immediately.
7. The clubhouse and pool area must be cleaned after the function. Trash must be placed in plastic garbage bags, tied and placed outside the west side of the clubhouse.
8. Upon satisfactory inspection of the premises by the manager or a board member, the security deposit will be returned. Failure to comply with the rules may result in the forfeiture of the security deposit.
9. The maximum number of clubhouse occupancy is 51.
10. Residents of Estada have the right to use the pool at all times.
11. No pets in the clubhouse or pool area at any time.
12. No clubhouse furniture may be taken to the pool area and no pool furniture may be brought into the clubhouse.

Tenant's Signature _____ Homeowner's Signature _____

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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This indemnification and Hold Harmless Agreement is made this _____ day of _____ 20____ between _____ (hereinafter referred to as "Owner") and Estada Homeowners Association, Inc. a Florida not-for-profit Corporation (hereinafter referred to as "Association")

Recital 1. Association is the entity responsible for the operation of the residential property in Palm Beach County, Florida, known as Estada, which is subject to a Declaration of Restrictions and Protective Covenants recorded at Official Records Book 3232, Page 1781, of the Public Records of Palm beach County, Florida, hereinafter referred to as Estada.

Recital 2. Owner wishes to use the clubhouse on the Estada property operated by the Association for a private function on _____.

In consideration of the privilege to use the clubhouse on the Estada property operated by the Association for a private function, and in consideration of \$75.00 paid to Association, the receipt and sufficiency of which is hereby acknowledged, Owner and Association agree as follows:

Owner acknowledges and agrees that, to the fullest extent permitted by law, Owner shall defend, release, hold harmless and indemnify Association, its officers, directors, members, employees, contractors and agents from any and all damages, injuries, liabilities, losses, causes of action, judgments, or claims, of any kind whatsoever, directly or indirectly, whether brought by Owner or anyone claiming by through or on behalf of Owner, or by anyone attending or on the Estada Property in connection with Owner's private function, resulting from the use of the clubhouse or any other portion of the Estada property by Owner or any of Owner's guests, licensees, invitees or agents. This indemnity and hold harmless agreement specifically includes, without limitation, any alleged negligence or any failure to properly maintain and repair the Estada property on the part of the Association, its Board members, officers, members or employees. Owner's obligation to defend, indemnify, release and hold harmless shall include, without limitation, any and all claims, losses, liens, settlements or judgments of any nature, including but not limited to, attorney's fees, including attorneys' fees on appeal, and costs incurred by the Association or any officer, director, member, employee, contractor or agent of the Association to defend all claims or suits.

Witness _____

Owner _____

Witness _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by _____, who is personally known to me or produced _____ as identification and (has) or (has not) taken an oath. If no type of identification is indicated, the above named person(s) (is) (are) personally known to me.

Notary Signature _____

Stamp Here

Printed Name _____