

COMMON AREA FACILITY USE AGREEMENT

This non-assignable Agreement is made between _____ hereinafter Association, by and through its agent and _____, Owner(s), hereinafter Owner(s), on this _____ day of _____ subject to the following terms and conditions.

1. Owner(s) shall use the Facility and the Inventory items in a careful, legal and proper manner. Owner(s) shall return the Facility premises and the Inventory items in as good a condition as they were prior to the use by the Owner(s). Owner(s) agree that the Facility will not be used for any illegal or immoral purpose and will not be used to conduct any business activity. Resident acknowledges that use is limited to the Facility area and does not include any facility not specifically named herein.
2. ~~Owner(s) hereby assume ALL risk of loss of or damage to the Facility and the Inventory items from any cause. None of the Inventory items are to be taken from the Facility or any areas of the Community. Resident agrees to cause to have delivered to the Association a Certificate of Liability Insurance naming the Association as an additional insured in the amount of a minimum of \$100,000. Any contractors or vendors servicing the event shall also cause to have delivered to the Association a Certificate of Liability, Workman's Compensation, and Vehicle Insurance prior to the event in amounts acceptable to the association given the service provided. If Owner(s)'s guests during the function are all residents of SeaSide Key West Residences HOA, the insurance requirement is hereby waived.~~
3. Owner(s) hereby agree that Owner(s) have fully inspected the Facility and the Inventory items and hereby acknowledge that same are in good condition and repair, and that Owner(s) are satisfied with and have accepted same in such good condition and repair, anything to the contrary being reduced to a written statement by the parties and signed by them.
4. ~~Owner(s) herewith deposit a fee of \$150.00, as a non refundable fee for the use of the Facility plus \$400.00 as a damage deposit for the performance of Residents obligations, hereunder without limiting the rights Association has to secure by other remedies available to it/them for the breach of such obligations by the Owner(s). Said deposit shall not be construed as liquidated damages. If Owner(s) do not breach the obligations hereunder, said deposit will be returned to Owner(s). Owner(s) acknowledge that parties exceeding 50 persons are required to hire a security guard for the duration of the event. The Association shall make the arrangements with their security company and Owner(s) will be required to prepay the security fee charged.~~
5. Owner(s) shall indemnify Association, and their agents, principals, employees, and any person claiming by or through them, against all claims, actions, proceedings, costs, damages, legal fees and liabilities or any nature whatsoever, connected with, or resulting from the use of the Facility and the Inventory items. Owner(s) agree that they shall indemnify Association for any and all injuries suffered to Owner(s) or Residents guests in the Facility or on the Association property.
6. The Facility and the Inventory items are to be used in connection with:

Common Area Facility: _____

Describe Function: _____ and not for any other purpose.

7. The time and date of such use shall be strictly from:

_____AM/PM **TO** _____AM/PM

DATE: _____

8. The number of occupants of the Facility or the surrounding areas shall not exceed more than _____ persons during such time.
9. Owner(s) agree to be present at all times during the time of such use and during clean-up, such clean-up to be immediately at the conclusion of such use, and not later.
10. In the event any action is filed in relation to this agreement, Owner(s) shall pay, in addition to all other sums Owner(s) may be called upon to pay, a reasonable attorney's fee to Association, regardless of which party institutes such action.
11. Owner(s) agree to be responsible for the proper and acceptable parking of vehicles of attendees to the above event and releases responsibility of Association should it be necessary to have vehicles towed. Owner(s) agree to indemnify Association for any claims by Owner(s) or guests for the towing of vehicles. **Arrangements for designated parking must be made prior to the event with management or no on-site parking will be permitted.**
12. Owner(s) agree that in the event any damage occurs to the Facility the property contained therein or any property belonging to the Association, by Owner(s) or Owner(s) guests, Owner(s) shall pay for such damage within seven (7) days from the date of receipt of any bills or demands for payment. Failure to pay for this damage shall result in Association at its option terminating a rental tenancy or filing a lien upon the owner's property in addition to all other remedies available by law and the agreement.
13. The Terms hereof constitute the full agreement of the parties, and no oral statements shall have any force and effect or be binding.
14. The use of the Facility may be terminated at any time by Association for any reason, and Association shall have the right to remove or cause to be removed any persons or property from the premises.

BY: _____
Association Resident

Date _____ Resident _____



SeaSide Key West Residences

Clubhouse Party Guidelines

1. All parties of any kind make noise, please be considerate of your neighbors.
2. No party has exclusive use of a pool, spa or clubhouse.
3. None of our facilities are very large, with that in mind please keep parties to a reasonable amount of people.
4. The pool area has a maximum number of people at 21. The spas have a maximum number of people at 9.
5. All group use of the facilities must be cleaned up after including restrooms and removal of all related trash, decorations etc. when the party is over, not the following day.
6. All posted rules at the pools and spas must be adhered to. These are not our rules they are state law.
7. There must be no glass in the fenced pool areas.
8. If the party is held in the clubhouse when it is normally closed, please insure that the clubhouse is locked when finished.
9. It is your responsibility to insure that anyone entering the facilities during your party is either an invited guest of yours or is a resident of SeaSide Key West Residences.
10. These are your facilities, please use them and protect them the same way you would your own home.
11. Have loads of fun!