

**FACILITIES AND PREMISES USE AGREEMENT**

**SYLVAN SHORES ASSOCIATION, INC.**

1. **USE.** All property owners in good standing may host private planned events/gatherings with friends and family by contacting Sylvan Shores Association, Inc. (SSPOA) office to schedule such an event/gathering. During the On Season, the Clubhouse will remain open to SSPOA members to allow access to the pool during any planned event/gathering. During the Off Season the Clubhouse will be closed to SSPOA members during any planned event/gathering. SSPOA agrees, subject to the terms of this Agreement, to allow the undersigned User to use the Clubhouse.

2. **PURPOSE.** The User will use the Clubhouse solely for the following purpose:

---

---

3. **DATE AND TIME OF USE.**

Date: \_\_\_\_\_

Time (hours of use): \_\_\_\_\_

4. **RATES, SEASONS and HOURS.** The User will pay the following, in advance, pursuant to the following fee schedule.

<b>On Season</b>	<b>Off Season</b>
Clubhouse will be open (May 1 – Labor Day Weekend) Rental hours available: Sun. – Thurs. - 8 am to 11 pm Music must stop at 10 pm and clean up done by 11 pm. Fri. – Sat. – 8 am to midnight Music must stop at 11 pm and clean up done by midnight.	Clubhouse will be closed (After Labor Day – April 30) Rental hours available: Sun. – Thurs. 8 am to 11 pm Music must stop at 10 pm and clean up done by 11 pm. Fri. – Sat. – 8 am to midnight Music must stop at 11 pm and clean up done by midnight.
Under 30 people \$25 31 - 50 people \$50 51 - 100 people \$75 101 people and up \$100	2 hours - \$50 Half day - \$75 Single day under 50 people - \$100 Single day 51 - 100 people - \$150 Single day 101 people and up - \$200 Weddings (one day) - \$250 Weddings (Fri - Sun) - \$350

5. **DEPOSIT.** A refundable cleaning/damage deposit of \$150.00 will be required. The deposit will be refunded provided all obligations under this Agreement have been met. The deposit will not accrue interest. The deposit will be considered security for the payment and performance by User of all of User's obligations, covenants and conditions under this Agreement. In the event of any breach of this Agreement by User, the SSPOA will have the right, but will not be obligated, to apply all or any portion of the deposit to cure such breach, in which event User will promptly deposit with SSPOA, the amount necessary to restore the security deposit to its original amount.

6. **RESTRICTIONS ON USE.** The User will strictly adhere to the following use requirements:

Clubhouse furnishings (tables, chairs, etc.)

- i. Must remain inside
- ii. Can be rearranged or set up to meet User's planned event/gathering's needs
- iii. All furnishings must be returned to its original setup
  1. Failure to do so will result in loss of cleaning/damage deposit

Additional indoor/outdoor furnishings may be brought in at the User's expense.

Alcohol at clubhouse and on grounds

- i. No glass bottles or containers on the pool deck
- ii. Planned events/gatherings for 10 people and under may bring/provide alcohol at User's discretion
- iii. Planned events/gatherings over 10 people may bring/provide alcohol under the following conditions:
  1. This Agreement must be signed **plus** one of the following:
    - a. A licensed liquor caterer is used, or;
    - b. User must provide a policy of insurance, at its sole cost and expense, against claims for injuries to persons or damages to property which may arise from or in connection with the User's use of the Clubhouse. The policy of insurance must provide the User's insurance coverage will be primary insurance, with SSPOA's insurance as excess, the following minimum coverages and name SSPOA, its Board and its employees as additional insureds:
      - (A) General liability in the amount of \$250,000 per person and \$1,000,000 per occurrence.

Caterers, DJs, and live bands are required to check SSPOA's electrical service prior to event/gathering to ensure proper functioning equipment

7. **CLEAN-UP AND CARE.** User is responsible for the repair of any damage caused to the Clubhouse during User's use. User agrees to leave the Clubhouse clean and in good repair, ordinary wear and tear excepted. The SSPOA reserves the right to repair any damage caused by the User and/or clean the Clubhouse not adequately cleaned by User and subtract the costs from the User's security deposit or charge such costs to User.

8. **INSPECTION AND MONITORING BY SSPOA.** The SSPOA reserves the right to enter the Clubhouse at any time to inspect the condition of the premises and to monitor the activities of User. The SSPOA reserves the right to prohibit entry of or evict from the Clubhouse any person or persons who in the sole discretion of the SSPOA may cause harm or the threat of harm to any persons or property. The SSPOA reserves the right to prohibit the entry onto any portion of the Clubhouse of any equipment or vehicle which the SSPOA may deem, in its sole discretion, harmful or potentially harmful to persons or property. This paragraph is in no way intended to create any obligation upon the SSPOA to monitor equipment or persons entering the Clubhouse.

9. **INDEMNIFICATION AND RELEASE.** The SSPOA shall not at any time or to any extent whatsoever, be liable, responsible or in any way accountable for an injury to or death of persons or loss, destruction or damage to property, including property of the User or property of User's agents, employees, invitees, guests or other third parties occurring in, on, or about the Clubhouse, wherever occurring, resulting from any use of or activity on the Clubhouse, whether such injury, death, loss, destruction or damage is caused by or in any way results from or arises out of any act, omission or negligence of User, User's agents, guests, business invitees, or employees or shall result from or be caused by any other matter or thing arising out of or related to User's occupancy and/or use of the Clubhouse, and User agrees to forever indemnify and defend the SSPOA against any and all claims, liability, loss, damage, action, or causes of action whatsoever on account of any such injury, death, loss, destruction or damage and any related expenses and costs, including attorney's fees. In addition, User accepts the Clubhouse in "AS IS" condition with no implied or express warranties.

10. **OBLIGATION TO CONFORM WITH ALL LAWS.** User will, at its expense, conform to all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities and with any directives made pursuant to law by any public officer or officers which will, with respect to the occupancy, use or manner of use of the Clubhouse or to any abatement of nuisance, impose any order or duty upon the SSPOA or User arising from User's occupancy, use or manner of use of the Clubhouse.

11. **HAZARDOUS USES AND MATERIALS.** User will not conduct or permit to be conducted any activity or place any equipment in or about the Clubhouse, which will in any way increase the rate of fire insurance or other insurance on the premises; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable rules of the Insurance Rating Bureau to be due to activity or equipment of User in or about the Clubhouse, such statement will be conclusive evidence that such increase is due to such activity or equipment. In such event, the SSPOA, at its sole discretion, will have the option, exercisable in its sole discretion, to terminate this Agreement. User shall not use, store, or in any way dispose of hazardous substances or materials in or about the Clubhouse.

12. **PROPERTY DAMAGE.** All property and improvements of User in or about the Clubhouse shall be kept, stored, and/or maintained at the sole risk of User without any liability of the SSPOA for loss or damage thereto, including but not limited to loss from fire, explosion, wind, rain, hail, water leakage, bursting of pipes or conduits, sprinklers,

electricity, or structural failure, regardless of negligence, nor shall the SSPOA be liable to User for any interruption of business conducted by User, regardless of cause.

13. **TERMINATION OF USE.** If the User at any time violates any of the provisions of this Agreement, the SSPOA may revoke permission to use the Clubhouse granted hereunder and the User shall immediately vacate the Clubhouse and immediately remove all of User's personal property and equipment from the premises.

14. **NEGATION OF PARTNERSHIP.** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between User and the SSPOA.

15. **ASSIGNMENT.** User may not assign this Agreement or permit the Clubhouse to be used by others without the SSPOA's prior written consent in each instance. Any attempted assignment will be void.

SSPOA:  _____  By: _____  Its: _____	USER  _____  By: _____
--	------------------------------------

Date: \_\_\_\_\_

Date: \_\_\_\_\_