

# The Retreat at Seabranh Homeowners Association, Inc.



3171 SE Dominica Terrace | Stuart, FL 34997

T: 772-219-4474 | F: 772-219-4746

## Clubhouse Reservation Application & Agreement

Name \_\_\_\_\_ Address \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Email: \_\_\_\_\_

Date of Event \_\_\_\_\_ Hours of Event \_\_\_\_\_ (Maximum 5 hours)

Type of Event \_\_\_\_\_

Estimated total number of guests: \_\_\_\_\_ (Maximum 60) Adults \_\_\_\_\_ Children \_\_\_\_\_

*Note: Adults 18 years of age or older must supervise anyone less than 18 years while in the clubhouse*

Will food be served? Yes \_\_\_\_\_ No \_\_\_\_\_ Will alcoholic beverages be provided? Yes \_\_\_\_\_ No \_\_\_\_\_

*Note: It is agreed between the parties that if liquor is to be on the premises during this specific function, that the undersigned is responsible for the conduct of their guests and it will not be served to minors. Liquor present at this function was not sold or brought in by the Association and all liquor will be removed immediately after the function.*

Will outside vendors be hired? (Caterers, DJ's, Entertainment, etc.) Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, attach a copy of the vendor(s) license, certificate of insurance & business card for each outside vendor. Vendors are required to have liability insurance in the amount \$1,000,000 or more.

### Terms and Condition of Use

In agreement to reserve The Retreat at Seabranh Clubhouse, Resident must be in good financial standing with the association and have no outstanding violations and agrees to adhere to and comply with all rules, requirements, guidelines, fees and deposits for reservation. A mandatory walk-through of the facilities with an association representative (Clubhouse Committee Member, Board Member, or Management) will be conducted before and after the event. The resident must be present at all times during the function.

The exclusive use of the clubhouse is available for rental for personal events only. The pool and patio areas may not be reserved as part of this agreement as these areas are open to all residents and guests at all times. Outside organizations/associations are not permitted. Rental dates and times are subject to availability and approval. Only 1 event will be held per day regardless of the length of the function.

Renters must comply with posted capacities for all recreation areas. The clubhouse guest limit for rental purposes is 60. Renters must obey all posted rules and regulations for the recreation areas. The hours of operation for the clubhouse are 8:00 a.m. to 10:00 p.m. The entire recreational area is designated as tobacco-free.

# The Retreat at Seabbranch Homeowners Association, Inc.



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## Reservation Fees and Deposits:

**A Deposit check for \$250.00, signed by the resident and made payable to The Retreat at Seabbranch Homeowners Association, Inc.**, should be submitted to Signature Property Management, together with the signed Agreement. The management company, upon receipt of the deposit, and the signed Agreement, will confirm your reservation if the application is approved. The **\$250.00 deposit** will be refunded after inspection of the event area, provided there has been no damage or loss including, but not limited to, the clubhouse, kitchen, restrooms, and pool area. All areas must be left in a neat, clean, and orderly condition. If a reservation is made under fraudulent means or omission/error it may result in forfeiture of the deposit.

*Please note: Deposit checks are cashed and refunds will be issued within 30 days after inspection of the premises. Inspections are conducted by either a member of the Clubhouse Committee, Board, or Management.*

## Reservation/Cancellation Policy:

Reservations are required and must be submitted no less than (30) thirty days in advance of the function date. Reservations will not be accepted earlier than (12) twelve months before the date of the event. Reservations may be cancelled by the Resident up to (14) fourteen days prior to the event. In such case, both the reservation fee and deposit will be refunded in full. Only (2) two reservations per household may be active at the same time.

The Retreat at Seabbranch HOA, Inc. shall not assume or accept liability for the losses due to any catastrophic event or acts of God that cause the recreational area to be closed. If the recreational area is closed due to a catastrophe or act of God prior to the event, the deposit will be refunded in full.

## Set-up/Decorations/Clean-up

**All Areas:** All set-ups of tables, chairs and decorations, as well as clean-up, shall be in accordance with the following guidelines:

**General:** The entire recreational area is designated as tobacco-free. Display of fireworks is not permitted. Glitter, confetti (paper and metallic) and rice are not permitted to be used or placed as decoration on the tables. Nothing may be mounted or affixed to the clubhouse walls, ceiling or set-up outside the clubhouse, pool deck, etc.

Any tables and chairs used must be cleaned and placed in its original arrangement. Glass containers of any kind (soda and beer bottles; bowls, dishes, etc.) are strictly prohibited anywhere inside the fenced pool area. Be sure to check the perimeter of the clubhouse and pool area for any trash or debris left by your guests. All clubhouse lights are to be turned off when vacating the premises.

**Kitchen:** The Association does not provide kitchen cleaning materials, such as towels, cloths, soap, detergent, potholders etc. The Owner or caterer must provide these items. All counters, sink, refrigerator, etc. must be cleaned. Be sure faucet is not left running.

Microwave oven, refrigerator/freezer, sink, counters and cabinets shall be emptied of all unused materials and cleaned. Kitchen floor must be broom swept and mopped.

**Carpet Areas:** All carpeted areas must be vacuumed. Spot clean any new stains.

**Restrooms:** Restrooms shall be left in a neat and orderly condition. Be sure all sink faucets are not left running.

**Trash:** All trash and debris must be bagged and removed. Any trash or debris left will be charged against the deposit as cleaning charges.

**Music:** No loud entertainment and/or music are permitted. If you can hear music or loud noise outside the clubhouse. It is considered too loud and in violation of this rental agreement and subject to fines, forfeiture of future use of the clubhouse and/or appropriate legal action.

**Function Hours:** Reservation of the clubhouse reserves the exclusive right beginning two (2) hours prior to the scheduled event. Resident must complete clean-up, and vacate the clubhouse no later than 10:00PM and must leave the facility in a neat and orderly condition.

Initial \_\_\_\_\_

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**Indemnification:** Resident/Lessee agrees to defend, indemnify and hold harmless The Retreat at Seabranh Homeowners Association, Inc., its officers, directors, members, contractors, agents and employees from and against any suit, claim, loss or cause of action arising out of, or in conjunction with, the utilization of the recreational facilities, or the areas in proximity to the recreational facilities, by owner pursuant to this agreement. In addition, Owner/Lessee agrees to reimburse The Retreat at Seabranh Homeowners Association, Inc. for any and all damages including but not limited to equipment, fixtures, furniture or other property, either real or personal arising out of the utilization of the recreational facilities, pursuant to this agreement, without regard to whether such damage is caused by Owner/Lessee or is the result of the negligence or other fault of the Owner/Lessee or Owner's/Lessee's guest. The Retreat at Seabranh Homeowners Association, Inc. assumes no liability whatsoever to Resident/Lessee for any mechanical or electrical failure, natural disaster, riot, act of god, bomb threat, or any other development, which may prevent, disrupt, limit or frustrate Resident's/Lessee's use of the recreational facilities.

**Acknowledgment:** Resident/lessee is responsible for all persons attending and or hired for the function regardless of age and any damaged caused to the facility. If monetary damages are not paid in the timely manner, the unit owner will be liable for legal action. **Any violation** of the aforementioned may result in forfeiture of security deposit, forfeiture of future use of the clubhouse and/or appropriate legal action.

I/We understand and acknowledge that I/We will be responsible to make certain that this facility is properly locked and in the same condition as accepted. I/We further agree to observe the guidelines for use of the Clubhouse.

I/We acknowledge that our check submitted with this application will be deposited in the account for The Retreat HOA in the sum of Two Hundred and Fifty Dollars (\$250) representing a damage deposit for the full and faithful performance by me/us of the terms and covenants contained in the Declaration of Covenants and Restrictions, Articles of Incorporation and the By-laws of The Retreat HOA. This damage deposit will be refunded at the sole discretion of the Board of Directors of The Retreat as representatives of The Retreat at Seabranh Homeowners Association, and upon inspection of the Clubhouse premises by either a Board member, Clubhouse committee member, or Property Manager to make certain that no damage has occurred as a result of my/our use.

In the event damage is discovered by the Board or Management, upon their inspection of the Clubhouse, the Board member and/or Management shall have the right to deduct the amount of any repair or cleaning costs from the damage deposit. Should repair and/or cleaning costs exceed the damage deposit, I/We agree to pay the overage within thirty (30) days of receipt of the Board or Management's claim for additional money.

**This reservation agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
**(Owner/Renter) Signature**

## FOR OFFICE USE

Deposit Check # \_\_\_\_\_ Date Received \_\_\_\_\_

Reservation Approval/Denial provided by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved

Approved with Conditions: \_\_\_\_\_

Denied

Inspection Conducted & Deposit Refund Approved by: \_\_\_\_\_

Inspection Notes/Deduction(s):