

BALLROOM AND CARD ROOM RENTAL AGREEMENT FOR THE SHORES AT BERKSHIRE LAKES

Today's Date: _____

Rental Date: _____ **Time:** _____ **A.M./P.M. to** _____ **A.M./P.M.**
(There is an eight (8) hour time limit on all rentals. Your function must conclude no later than 11:00 pm and the building must be cleared of all guests by 11:30 pm).

Purpose of Rental: _____

Total Number of Guests: _____
(Number of guests must not exceed room quotas.)

Resident Name: _____

Address: _____

Telephone: _____ **Cell Phone:** _____

Email Address: _____

The Undersigned, being a bona fide resident (i.e., Villa, Single Family, or Preserves owner or a registered tenant) of The Shores at Berkshire Lakes, requests the exclusive use of:

_____ Ballroom (with dance floor - 96 person maximum – 12 table maximum) (Rental includes use of the Kitchen) \$250.00.

_____ Card Room (24 person maximum – 8 table maximum) \$75.00

Only the ballroom/kitchen or card room may be used for each function. The foyer area may not be used for the function other than to allow guests to enter.

_____ Alcohol will be served at this function. No alcohol can be charged for at ANY event. This includes community events.

Rental fees include use of Clubhouse facilities as therein before stated, i.e., electricity, air conditioning, water, tables & chairs, etc. The library, fitness center, swimming pool, swimming pool/exercise restrooms, playground, tennis courts, pickle ball courts, and bocce ball court are NOT included with any rental. These rooms and facilities remain open for residents' use.

All parties must be confined to the room rented. No furniture may be taken outside during the event and entry onto the pool deck or pool is prohibited. These doors are for emergency exit only.

Initials _____

CLEANING & RESETTING COSTS:

The hosts are responsible for cleaning and resetting the room to the original condition. The carpet must be vacuumed, all tiled and wood floors must be damp mopped including both bathrooms and all table and counter surfaces must be cleaned and disinfected. All garbage must be removed, and all food should be removed from the kitchen and refrigerator. If this is not done to the satisfaction of the board, a cleaning charge will be levied and subtracted from the damage deposit. The cleaning cost is based on a calculated minimum time necessary to clean each room, (if applicable), and to reset all tables and chairs for the next event. The minimum time calculation has been provided by our cleaning service as cleaning will be performed by cleaning service employees. Additional time required for cleaning, where there is an excessive amount of dirt or debris remaining, will be charged against the security deposit at the discretion of the management.

_____ One (1) Room \$100.00 _____ Men's and Women's Bathrooms \$25.00

SECURITY DEPOSIT FOR DAMAGES & PERFORMANCE:

Ballroom - \$ 750.00
Cardroom - \$250.00

The room will only be reserved for private rentals with a signed contract accompanied by the total rental fees and security deposit. All monies will be deposited within 48 hours. We do not hold checks.

Security Deposit will be refunded in whole or part approximately 4 weeks after your function at the discretion of the management following cleaning, inspection, and determination that the rental did not result in damage or breakage.

NOTIFICATION:

Rentals may not be booked more than ninety (90) days in advance of a function, and no less than 30 days before the function unless the rental is for a funeral reception (exceptions to the 90 days advance notice are subject to Board approval on a case-by-case basis).

CANCELLATIONS:

In the event of cancellation by the resident the security deposit will be refunded in full. However, the rental and cleaning fees will be refunded pursuant to the following schedule:

Function cancelled no less than:

- 60 days prior to a function Full refund
- 45 days prior to a function 75% refund
- 30 days prior to a function 50% refund
- 15 days prior to a function 25% refund

Less than 15 days prior to a function there will be **NO refund**.

TERMS OF USE: SHORES common property, facilities, and equipment, owned and operated by the Association are intended primarily for recreational use by the bona fide residents of the Shores of Berkshire Lakes on a non-exclusive basis. Bona fide resident is described as an occupant who is either an owner or a registered tenant, i.e., their name is on a current six (6) month lease/rental agreement or recorded deed. Use of these properties, facilities and equipment may be approved only as stated herein, or as specifically authorized in writing by the management, on a case-by-case basis. Owners leasing their homes are NOT eligible to use the facilities, including renting rooms, DURING THE LEASE PERIOD.

The Clubhouse facility may only be rented by a current BONA FIDE RESIDENT for private family events such as weddings, birthday parties, anniversary parties, showers, family reunions, funeral reception, etc. Rentals by friends or other non-resident family members are strictly prohibited. The bona fide resident MUST always be the host and in attendance at the event and will be held liable and responsible for all that happens on the premises.

Please note, there is no charge for authorized functions, such as parties, meetings or get-togethers open to all homeowners. This would include any event sanctioned by the Board. Funeral reception for immediate family members of a bona fide resident or registered tenant will also have no rental charge, but a security deposit and cleaning fee are still required. Immediate family members are defined as grandparents, parents, siblings, spouse, and children.

The rooms may NOT be rented for commercial use to conduct private business, training sessions or sales meetings for private companies; nor for running businesses or conducting private classes. Sales and information seminars, other than those approved by the Homeowners Association Board of Directors, are prohibited.

No Shores property, furniture or common equipment of any kind shall be removed from the premises.

Parties for children under eighteen (18) years of age must be rented by a bona fide resident adult who will remain present during the rental function.

Prices for room rentals, deposits and cleaning are subject to change.

LIMITED USE: Rooms are to be rented for social functions only, with community affairs to be given priority. The only seminars permitted are those sponsored by the Homeowners Association, Board of Directors, or a Standing Committee. No fundraising or commercial ventures are permitted unless otherwise specified. No commercial enterprise is allowed to sponsor a community affair. No ticket sales or admission fees may be charged for any activity. Homeowners are limited to one rental per year. Under special circumstances the Board may increase the number of rentals on a case-by-case basis.

PARKING: Non-resident parking for all functions is restricted to the parking lot unless other arrangements have been made. No parking is allowed on the streets, lawn areas, or preserve areas.

SET-UP, DECORATIONS AND CLEAN UP: You are responsible for your own set-up and decorations, including centerpieces. **ONLY centerpieces, table skirting, or freestanding floral or other decorations are permitted.**

NO GLITTER, CONFETTI, CANDLES OR OIL LAMPS MAY BE USED. No decorations are to be taped or nailed to the wall or windows. Use of any material(s) that damage Shores property will result in a charge to your deposit. If you are in doubt about any part of your setup and/or decorations, **please ask!** We allow up to three (3) hours of set up time at no charge (based on availability) immediately before your function.

TABLES, CHAIRS, CHINA, SILVER, and GLASSWARE: Residents must supply their own table coverings (66" round or 6' Banquet). **Residents must also supply their own paper goods, silver, china, and glassware unless other arrangements have been made.**

The maximum number of tables and chairs that can be used is as follows:

Ballroom - 12 tables - 96 chairs

Card Room - 8 tables - 24 chairs

NO GUM , SMOKING OR VAPORLESS TOBACCO IS ALLOWED ANYWHERE WITHIN THE SHORES COMMON AREA AT ANY TIME! If any member of your function is found smoking in the building, your entire party will be required to leave immediately, and your security deposit will **NOT** be refunded.

ALCOHOL POLICY: If you have not indicated on the first page of this rental contract that alcohol will be served and alcohol is found to be present anywhere on the premises (including in cars), your entire party will be required to leave immediately, and your security deposit will **NOT** be refunded.

1. Florida law specifically prohibits the service of any alcoholic beverage to any individual under the age of (21) years. Florida law also prohibits the service of any alcoholic beverage to any individual who appears to be in a state of intoxication.
2. No alcoholic beverages are allowed in the hallways or anywhere else outside the rented room.
3. No alcoholic beverages are to be served during the last thirty (30) minutes of your function.
4. Sale of alcoholic beverages is prohibited.

SECURITY – EMERGENCY PROCEDURES

In the event of an emergency, i.e., accident, injury, physical altercation, etc., you should immediately call 911 and thereafter contact Shores Management. The emergency management phone number for afterhours use during your function is (239) 649-6357.

Initials _____

CHILDREN'S PARTIES

Parties involving guests under the age of 18 years must provide one (1) adult for every five (5) children or fraction thereof for the duration of the function.

VIDEO & SOUND EQUIPMENT

Microphones, video, and sound equipment are not available and must be provided by the Resident at his/her own expense.

RESIDENT ACCESS

Entry to the Shores will be done according to the Entry Regulations.

I, the undersigned, agree to indemnify and hold harmless the Shores at Berkshire Lakes Homeowners Association and Board of Directors, and any employee or contractor of the Shores and/or their management company, against and all claims by or on behalf of any person or legal entity arising from resident's use of the premises or from any activity permitted by the resident in or about the premises. I further indemnify and hold harmless the Shore at Berkshire Lakes Homeowners Association and Board of Directors, and any employee or contractor of the Shores at Berkshire Lakes and/or their management, against performances or any agreements of the resident's party or arising from any act of negligence of the resident, or any of the resident 's party, and from and against the cost, attorney's fees, expenses and liabilities incurred in or about any claim or proceeding brought thereon. I, the undersigned, have read and fully understand the Room Rental policies of the Shores at Berkshire Lakes Clubhouse.

I agree to follow those policies as well as any written or verbal instruction from the Shores directors or management. The information I have given on this form is accurate to the best of my knowledge and I understand that no changes may be made without permission from the Shores at Berkshire Lakes Board of Directors.

Initials _____

Vendors/Caterers

Member, if using vendors for the event, such as caterers, entertainers, DJ's, etc., must provide the Association with a Certificate of Insurance and Liability in the amount of \$1,000,000 or greater, and all required occupational and/or occupational or professional licenses, at the time of the rental application.

Any sums owed under this Agreement by the Member to the Association, or because of breach of the Agreement by the Member, shall be treated as an assessment against the Member's property for which the Association may exercise its lien authority.

Rental & Cleaning Fee: \$ _____ **Check No.** _____

Security Deposit: \$ _____ **Check No.** _____

Resident's Signature: _____

Date: _____

Board of Director's Signature: _____

Date: _____

This contract was Board approved on _____