



HARBOURAGE
AT BRADEN RIVER
COMMUNITY DEVELOPMENT DISTRICT

CLUBHOUSE PRIVATE EVENT USE AGREEMENT

Clubhouse use is for inside clubhouse only. All outdoor areas are reserved for Harbourage CDD residents only.

REQUESTED EVENT DATE: ____/____/____ Recurring? Yes No How Often? _____

TIME OF EVENT (including set up/clean up): _____ AM/PM until _____ AM/PM (Circle AM or PM)

TYPE OF EVENT: _____

NAME OF RESIDENT: _____

ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

This is a license agreement between The Harbourage at Braden River Community Development District (“District”) and _____ (the “Resident”). Subject to the terms and conditions hereof, the Resident is hereby given a revocable license to use the Harborage Clubhouse (the “Clubhouse”), located at 5705 Key West Place, Bradenton, FL 34203, for a private event (“Event”) and agrees to be held responsible for such use as outlined on this Private Event Use Agreement form (“Agreement”). The clubhouse is still open to all Harborage residents even during the private event.

Any Harborage resident in good standing may reserve the clubhouse. If, however, the resident is a tenant, not a property owner, a copy of the tenant’s lease must accompany this use agreement.

As a prerequisite for granting a reservation for private use, the resident must complete and sign a copy of this agreement and pay by check the applicable \$100 refundable deposit. Cash payment is required if agreement is completed less than two (2) weeks from the scheduled event date.

Cancellation Policy. Cancellation of use agreements prior to two (2) weeks of the Event will result in the full deposit being refunded. Cancellation of use agreements within the two-week period prior to the Event will result in a \$25 cancellation fee, which shall be deducted from the \$100 deposit, prior to refund. Any deposit paid by a check returned by the resident’s bank shall be subject to service charges and cancelation of the agreement.

TERMS AND CONDITIONS

1. The resident must be present for the duration of the Event until all guests have departed and assumes full responsibility for the conduct of their invited guests and for any damage or disrepair to the clubhouse or to the furnishings.
2. The security alarm activates at 10:00 PM. The resident is responsible for the clubhouse being secured prior to that time. Any false alarm to which the city or county emergency staff responds will result in a forfeiture of \$50.00 from the security deposit.
3. The clubhouse may not be used for commercial uses.
4. The maximum safe capacity of the clubhouse is **49** persons per fire regulations. The maximum safe table seating capacity is **32** persons. The Resident agrees not to exceed these capacities.
5. All children under the age of 18 must be supervised by adults.

6. No private event may use the pool, spa, grill, grill porch, cabanas, or pool deck. These are reserved exclusively for Harborage residents even during a private event.
7. Liquids should be emptied in the sink not thrown in the trash. Extra caution should be taken if serving drinks that may stain the floor or walls.
8. Pets are not permitted in the clubhouse, unless pet is a service animal.
9. Smoking or use of any smoking product or tobacco product is not permitted.
10. Decorations are limited to the inside of the building and may not be attached in any way other than by removable tape. All tape should be removed at the end of the Event.
11. Doors and windows should remain closed at all times.
12. Parking should be limited to the Recreation Center parking lot area only. If additional parking is necessary, guests should park responsibly along Duval Avenue or Harborage Avenue. Guests are not permitted to park in the condominium parking area.
13. The Resident will be responsible for any vandalism and/or damages caused during the Event or resulting from not securing the property at the end of the Event. Back doors must be locked. Front doors lock automatically.
14. The Resident must bring their own cleaning supplies and trash bags (recommended list of items is provided).
15. The Resident agrees to complete the CHECKLIST FOR CLEAN-UP.
16. Reservation is not valid and on the calendar until deposit has been paid and Agreement has been signed by both parties.
17. In the case of an emergency, contact CDD Operations Manager, Tony Gipe. Cell phone: (941) 650-2780.
18. This Agreement is made and shall be construed under the laws of the State of Florida with venue in Manatee County, Florida.
19. In the Event of any dispute or damage claim arising with respect to the enforcement of this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and costs incurred by reason of such action, including appellate proceedings.
20. Resident may not assign their rights or interest under this Agreement.
21. Resident, its agents, employees, patrons or guests shall not use the clubhouse for any unlawful purpose, and the Resident, their agents, employees, patrons and guests shall abide by the rules and policies for the Recreation Center.
22. Resident assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the Event at the clubhouse (including, but not limited to, the serving of any alcoholic beverages) and, irrespective of any acts or omissions by the District or its agents, whether negligent, intentional or otherwise, Resident releases and forever discharges the District, its officers, supervisors, employees, agents and members, past, present and future, and agrees to defend, indemnify and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands and causes of action of every kind and character (including those of the permittees, agents, licensees and invitees of the Resident) for death, personal injury, property damage or any other liability damages, fines or penalties including costs, attorneys' fees and settlements, resulting from any act performed by, or omission on the part of Resident, its employees, invitees, permittees, agents or licensees, arising out of or in connection with Resident's use of the Recreation Center.

Please refer all questions to CDD Operations Manager, Tony Gipe. Office phone: (941)727-5500. Cell (941) 650-2780

I acknowledge I have been given a copy of the PRIVATE EVENT USE AGREEMENT, including the TERMS AND CONDITIONS governing the clubhouse and I agree to abide by those Terms and Conditions.

I have also received the CHECKLIST FOR CLEAN-UP, to be returned following the Event.

Signature of Resident: _____ Date: _____

Print Name: _____

Make \$100 deposit check payable to "Harbourage at Braden River CDD" and deliver or mail together with a copy of this agreement to: Harbourage at Braden River CDD
5705 Key West Place
Bradenton, FL 34203

CDD Representative Use Only:

Executed Private Event Use Agreement, refundable deposit payment of \$100, and copy of resident lease, if applicable, has been received.

Harbourage at Braden River Community Development District

Signature: _____ Date: _____

Name/Title: _____ Check # _____

Post Event:

_____ CHECKLIST FOR CLEAN-UP has been received and satisfied. Full deposit refund approved.

_____ CHECKLIST FOR CLEAN-UP not satisfied. \$_____ of deposit will be retained to satisfy costs.

_____ Damages/Alarm caused during Event. \$_____ of deposit will be retained to satisfy costs.

_____ Cancellation prior to two weeks. Full deposit to be refunded

_____ Cancellation within two weeks of the Event. \$25 cancellation fee will be retained.

CDD Representative: _____ Date: _____

Refund Request Date: _____ Amount: \$ _____

CLUBHOUSE PRIVATE EVENT USE AGREEMENT - CHECKLIST FOR CLEAN-UP/SIGN OFF

Resident: Please keep this checklist and turn into CDD Manager after event in order to process deposit refund.

Resident Name: _____ Event Date: _____

Recommended minimum items to bring for clean up:

- 5 (five) tall kitchen garbage bags for kitchen and restroom garbage cans.
- Large garbage bags and garbage can if needed for event garbage (plates, boxes, food, cups, etc.)
- Household cleaner for counter tops, restroom counters, furniture polish for wooden tables (recommended to cover with tablecloths).
- Glass cleaner for exit/entry glass doors.
- Paper towels for cleaning, spills, etc.
- Rule: If you brought it in, take it away...leave it as good or better condition than you found it.

_____ Return furniture to proper location.

_____ Remove any items brought in by Resident (supplies, dishes, chairs, etc.)

_____ Clean kitchen counter tops and bar counter.

_____ Clean tables and chairs – remove any spots on chair seats caused during Event.

_____ Clean refrigerator in kitchen area if used.

_____ Vacuum carpets, sweep all floors, and remove any spots from carpet caused during Event

_____ Remove decorations, including any tape used to secure decorations.

_____ Remove any decorations/balloons on street signs, entrance or other areas.

_____ Clean restrooms, including trash removal and replacement of garbage bags.

_____ Remove all trash from the premises, to be taken to resident's residence.

_____ Replace trash bags in all containers in which bags have been removed.

_____ Ensure parking lot and outside is free of any debris present as a result of the Event including any decorations.

_____ Back doors to grill and pool deck are locked, both knob locks and dead-bolt locks

_____ Lights are turned off with the exception of those on timers.

I have verified the above and hereby request a return/refund of the required security deposit.

Resident Signature: _____ Date: _____