

MALLORY CREEK MULTI-PURPOSE ROOM RENTAL AGREEMENT

Send this form and the two checks to: Capital Realty Advisors, Inc., 600 Sandtree Dr., Suite 109
Palm Beach Gardens, FL 33403

All activities for the Multi-Purpose Room rental involve the following fee requirements:

Clubhouse: \$500 Refundable damage deposit (*Made payable to Mallory Creek HOA*)
Rental/Cleaning: \$150 Non-refundable (*Made payable to Premier Solutions, LLC*)

All rental fees are due in full at the time of reservation. Returned checks will be charged a fee of \$30.00. Any returned checks will result in any future payment being accepted by money order only.

ALL CANCELLATIONS MUST BE MADE WITHIN SEVEN (7) DAYS OF CONTRACT TO RECEIVE A REFUND. ANY CANCELLATIONS MADE AFTER THAT PERIOD WILL RESULT IN THE ASSOCIATION REFUNDING ONLY 50% OF THE RENTAL FEE.

I, the undersigned, understand and agree to the above.

Resident Signature: _____ **Date:** _____

PROPOSED FUNCTION: _____

DATE AND TIME OF FUNCTION: _____

EXPECTED NUMBER OF GUESTS: _____

RESIDENT RESPONSIBLE FOR RENTAL: _____

RESIDENT ADDRESS: _____

RESIDENT PHONE NUMBER: _____ **CELL:** _____

CATERERS' NAME: _____

REQUIRED DEPOSIT AMOUNT: _____ **CLEANING FEE:** _____

This rental is for the use of the Multi-Purpose Room and Kitchen only.

TERMS AND CONDITIONS OF RENTAL AGREEMENT

In order to best serve the mutual interest of the renter and the Association, the following agreement is made: **NO PERSONAL PROFIT MOTIVATED BUSINESS OR SALES RELATED ACTIVITIES ARE PERMITTED. IN THE EVENT THAT THE BOARD FINDS THIS PROHIBITED ACTIVITY OCCURRING, APPLICANT WILL FORFEIT THE \$500 DEPOSIT RETURN AND USE OF THE ROOM WILL BE IMMEDIATELY TERMINATED.** The resident accepting the arrangement for the function as stated above will be liable and responsible for the furnishings in said clubhouse, as well as damages and loss to any element of the clubhouse including but not limited to furniture, fixtures, carpet, sound equipment, building structure and equipment for pool. The resident making arrangements acknowledges that any supplies or equipment brought into the clubhouse are the responsibility of said resident. The Association assumes no responsibility for any loss or damage to said equipment or supplies. **Any vendor/caterer contracted for any event must have proof of insurance. A health permit is required from all caterers. The aforementioned must be on file with the on-site administrator at least three (3) days prior to event.**

A separate cleaning fee will be collected at the time of the security deposit. At the conclusion of the event, the clubhouse must be restored to its previous condition, as it was before resident took possession. A representative of the HOA will inspect the facility after the event and assess any damages, if any. Failure to properly restore the premises will result in part or all of the refundable security deposit being withheld by the Association. Any damages incurred above the cost of the security deposit will be assessed to the resident as an additional charge. The resident assumes all responsibility and agrees to adhere to all city and residential ordinances for noise. Mallory Creek Homeowners Association shall not be liable or responsible for any damages arising from the intoxication of any guest(s), or for injury or death to any person(s).

I, the undersigned, agree to the above and accept the terms of rental agreement.

Resident Signature: _____ **Date:** _____

Homeowner Signature: _____ **Date:** _____

MALLORY CREEK MULTI-PURPOSE ROOM RESERVATION – VENDOR INFORMATION

TODAY'S DATE: _____ RESIDENT NAME: _____

NAME OF FUNCTION: _____

DAY/DATE/TIME OF FUNCTION: _____

RESIDENT HOME/CELL NUMBERS: _____

ATTACH A COPY OF THE VENDOR CERTIFICATE OF LIABILITY INSURANCE NAMING MALLORY CREEK HOA, INC. AS ADDITIONALLY INSURED FOR EACH VENDOR. IN ADDITION, HEALTH PERMITS MUST ALSO BE ATTACHED.

VENDOR NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

VENDOR NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

VENDOR NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

CHECK LIST FOR PRIVATE PARTIES - PLEASE INITIAL AFTER EACH ITEM BELOW

1. All bags of garbage must be taken out at the end of the event and disposed of properly. This is not included in your cleaning fee. _____.
2. Mallory Creek cannot be held responsible for any deliveries made to the clubhouse prior to your event. You must be here to sign any delivery forms. This includes but is not limited to; party rental equipment and caterers. _____.
3. In the event any furniture is moved, it must be moved back to its original place. _____.
4. Smoking is not permitted inside clubhouse. In the event any of your guests smoke, they must smoke outside on the back patio. There is no smoking in the front of the clubhouse. _____.
5. All private parties requiring more than 10 parking spaces are required to hire a valet service. _____.

OFFICE USE:

DATE RECEIVED: _____

TIME: _____

MALLORY CREEK CLUBHOUSE RENTAL- RULES AND REGULATIONS

The Clubhouse facilities shall be available to all homeowners and their guests, subject to the following rules:

1. Clubhouse multi-purpose room rental hours are Monday through Thursday, between 10:00 a.m. until 7:00 p.m.; and Friday through Sunday, between 10:00 a.m. until Midnight. All parties must conclude by midnight.
2. No smoking is permitted anywhere in the clubhouse.
3. No pets are permitted anywhere in the clubhouse facility or pool area.
4. Proper attire is required in the building, i.e., no swimsuits, bare feet, bare chest. Cover-ups are required.
5. Homeowners are responsible for their conduct as well as the conduct of their guest. Courtesy, decorum, good conduct and safe behavior must be observed. No loud or disorderly conduct.
6. Any persons or organizations using the clubhouse multi-purpose room shall be responsible for the cost, repair or replacement of any homeowner association property that is misused, damaged or stolen while under their or the organization's care, custody or control.
7. Any supplies or equipment may not be stored at the clubhouse. Any supplies or equipment will not confer any responsibility to the Association for any loss or damage sustained by such property.
8. The authorized resident using the clubhouse kitchen facilities are responsible for the care and cleaning up thereof. Urns, coffee canisters, counters, etc. shall be thoroughly washed. Garbage must be disposed of in suitable bags and placed in the receptacles and furniture and equipment must be returned to its proper locations.
9. No equipment, furniture, notices or photos on association property may be removed from the clubhouse or its surrounding areas.
10. This agreement is only for use of the clubhouse and excludes the fitness room, pool and hot tub.
11. No children under the age of 16 are permitted to use the fitness equipment.
12. Homeowners are not permitted to have pool parties.
13. Homeowners will observe a 10:00 p.m. noise ordinance. No outside noise allowed after 10:00 p.m. in outside areas including the pool and picnic/barbeque areas.
14. The posting of signs, notices or photos on any common area or clubhouse surface is prohibited.
15. Reservations for the use of the clubhouse multi-purpose room must be approved and scheduled by the management office no earlier than 60 days prior to the event. A refundable damage deposit and a non-refundable cleaning fee will be collected from residents at time of reservation. Residents are to call Management, Capital Realty Advisors, at 561-624-5888 to reserve the facilities.