

MALLORY CREEK HOMEOWNERS' ASSOCIATION
Clubhouse Multi-Purpose Room Reservation Form

Return this completed form, insurance information and damage deposit check to:

Mallory Creek HOA, c/o Property Manager
1221 S. Jeaga Drive, Jupiter, FL 33458
Dropbox is located on the west side of the Clubhouse

All activities for the multi-purpose room area involve the following fee requirement:

\$500 Refundable Damage Deposit (Made payable to Mallory Creek HOA)

All rental fees are due in full at the time of reservation. Returned checks will be charged a fee of \$30.00. A returned check will result in all future rental deposits being accepted by money order only. All vendors are required to submit complete documentation at least one week in advance to hold the rental space. Space is reserved on a first come, first served basis once all information and documents have been provided.

PROPOSED FUNCTION: _____

DATE AND TIME OF FUNCTION: _____

EXPECTED NUMBER OF ADULTS: _____ CHILDREN: _____ (max guests 40 at any given time)

RESIDENT RESPONSIBLE FOR RENTAL: _____

RESIDENT ADDRESS: _____

RESIDENT PHONE NUMBER: _____ CELL: _____

VENDORS TO BE USED ON SITE:

CATERERS' NAME: _____

REQUIRED DEPOSIT AMOUNT: _____

VENDOR: _____

VENDOR: _____

WILL YOU BE PROVIDING ENTERTAINMENT FOR YOUR EVENT?

Yes: _____ No: _____ Initials: _____

IF YES, WHAT TYPE OF ENTERTAINMENT? _____

WILL YOU BE PROVIDING ALCOHOL TO GUESTS? Yes: _____ No: _____ Initials: _____

IF YES, WILL YOU HIRE AN OUTSIDE ALCOHOL SERVICE/VENDOR OR WILL YOU BE

PROVIDING IT YOURSELF (BYOB)? 3rd Party: _____ BYOB: _____ Initials: _____

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MANDATORY INSURANCE REQUIREMENTS for each vendor to be used on site, to be provided by Renter:

- (1) Certificate of Current Liability Insurance: minimum of \$1 million coverage, naming Mallory Creek HOA, Inc. as "additional insured".
- (2) Waiver of Subrogation: Insurance must include a "waiver of subrogation" in favor of the named and Mallory Creek HOA, Inc.
- (3) Primary and Non-contributory Designation: Insurance must contain a "primary and non-contributory" designation as to the coverage.

MANDATORY INSURANCE REQUIREMENTS IF ALCOHOL WILL BE BROUGHT ON SITE AND CHILDREN WILL BE PRESENT:

An additional Event Insurance Policy will be required.

CHECK LIST: PLEASE INITIAL AFTER EACH ITEM BELOW:

- (1) All garbage must be taken off the premises at the end of the event and disposed of properly. _____
- (2) In the event any furniture is moved, it must be moved back to its original location. _____
- (3) All events requiring more than 10 parking spaces are required to hire a valet service. _____
- (4) Homeowners/Residents are responsible for their conduct as well as the conduct of their guests. Courtesy, decorum, good conduct, and safe behavior must be observed. No loud or disorderly conduct. _____
- (5) The posting of signs, notices or photos on any common area or clubhouse surface is prohibited. _____
- (6) 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. _____
- (7) Smoking is not permitted inside the clubhouse. In the event any of your guests smoke, they must do so outside on the back patio. There is no smoking in the front of the clubhouse. _____

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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 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 the clubhouse, as well as damages and loss to any element of the clubhouse including but not limited to furniture, fixtures, carpet, sound equipment, and building structure. The resident reserving the space 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.

A health permit is required from all caterers. The aforementioned must be on file with the on-site Manager at least one week prior to the event.

Any vendor/caterer contracted for any event must have proof of insurance.

At the conclusion of the event, the clubhouse must be restored to its previous condition, as it was before residents took possession. A representative of the HOA will inspect the area after the event and assess 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 the rental agreement.

Resident Signature: _____ Date: _____

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VENDOR INFORMATION

PLEASE COMPLETE THIS PAGE FOR EACH VENDOR TO BE USED ON SITE.

TODAY'S DATE: _____ RESIDENT NAME: _____

FUNCTION: _____

DAY/DATE/TIME OF FUNCTION: _____

RESIDENT HOME/CELL NUMBERS: _____

VENDOR NAME: _____

VENDOR ADDRESS: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PLEASE ATTACH A COPY OF THE VENDOR CERTIFICATE OF LIABILITY INSURANCE AS FOLLOWS:

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- (2) Waiver of Subrogation: Insurance must include a "waiver of subrogation" in favor of the named and Mallory Creek HOA, Inc.
- (3) Primary and Non-contributory Designation: Insurance must contain a "primary and non-contributory" designation as to the coverage.

MANDATORY INSURANCE REQUIREMENTS IF ALCOHOL WILL BE BROUGHT ON SITE AND CHILDREN WILL BE PRESENT:

An additional Event Insurance Policy will be required.

IN ADDITION, FOR VENDOR'S SUPPLYING FOOD, HEALTH PERMITS MUST ALSO BE ATTACHED.

**MALLORY CREEK HOMEOWNERS' ASSOCIATION
MULTI-PURPOSE ROOM - 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, from 10:00 a.m. until 10:00 p.m.; and Friday through Sunday, from 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(s). 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 residents using the clubhouse kitchen facilities are responsible for the care and cleaning 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 Multipurpose room and kitchen in the clubhouse and excludes the fitness room and pool.
- (11) No children under the age of 14 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.
- (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 45 days prior to the event. A refundable damage deposit will be collected from residents at the time of reservation. Residents are to call Management, at 561-401-9278, to reserve the facilities. You may also email our manager at mcmgr@tritoncam.com.