

**MALLORY CREEK HOMEOWNERS' ASSOCIATION**  
**Clubhouse Porch and Open Green Space 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 outside area involve the following fee requirement:

**\$250 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 GUESTS: \_\_\_\_\_ (maximum guests allowed **25 at any given time**)

RESIDENT RESPONSIBLE FOR RENTAL: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

RESIDENT PHONE NUMBER: \_\_\_\_\_ CELL: \_\_\_\_\_

VENDORS TO BE USED ON SITE:

(1)

\_\_\_\_\_  
(2)

\_\_\_\_\_  
(3)

WILL YOU BE PROVIDING A BOUNCE HOUSE, WATER SLIDE OR ANY OTHER ACTIVE

ENTERTAINMENT FOR YOUR EVENT? Yes: \_\_\_\_\_ No: \_\_\_\_\_ Initials: \_\_\_\_\_

IF YES, WHAT TYPE OF ENTERTAINMENT? \_\_\_\_\_

**IF YES, PLEASE COMPLETE AND RETURN THE EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT AND HAVE YOUR VENDOR(S) COMPLETE AND RETURN THE PARTY EQUIPMENT VENDOR INSURANCE AND INDEMNITY AGREEMENT.**

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)? 3<sup>rd</sup> 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 BOTH ACTIVE ENTERTAINMENT AND ALCOHOL WILL BE BROUGHT ON SITE:**

**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. Homeowners will observe an 8 p.m. noise ordinance: no outside noise allowed after 8 p.m. \_\_\_\_\_

**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:** The resident accepting the arrangement for the function as stated above will be liable and responsible for the furnishings behind the clubhouse, as well as damages and loss to any element of the clubhouse including but not limited to furniture, fixtures, building structure and equipment for pool, if used. The resident making arrangements acknowledges that any supplies or equipment brought behind 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.**

At the conclusion of the event, the clubhouse grounds must be restored to their 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 Homeowner's Association Inc. 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: \_\_\_\_\_**

**MALLORY CREEK HOMEOWNERS' ASSOCIATION**

**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: \_\_\_\_\_

**INSURANCE REQUIREMENTS:**

- SEE ATTACHED **"PARTY EQUIPMENT VENDOR INSURANCE AND INDEMNITY AGREEMENT"**.
- IF BOTH ACTIVE ENTERTAINMENT AND ALCOHOL WILL BE BROUGHT ON SITE, AN **ADDITIONAL EVENT INSURANCE POLICY WILL BE REQUIRED.**
- For all other vendors:
  - (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.

**MALLORY CREEK HOMEOWNERS ASSOCIATION, INC.**  
**EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY,**  
**WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

**Owner Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

I, the undersigned Owner, have reserved the Common Area Green Space owned by Mallory Creek Homeowners Association, Inc. (the “**Association**”) on \_\_\_\_\_ [Date] for the purpose of hosting an event (the “**Event**”). For this Event, I have engaged \_\_\_\_\_ [Vendor Name] (the “**Vendor**”) to provide a bounce house, water slide or other type of inflatable or mechanized equipment or ride (collectively, “**Party Equipment**”) for the enjoyment of myself, my family, and our invitees. I acknowledge that there are inherent risks of physical injury associated with the use of the Party Equipment. In recognition of these risks, I willingly assume responsibility for any potential injuries or claims that may arise and seek to protect the Association from liability. Accordingly, I enter into this Express Assumption of Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement (the “**Agreement**”) as it relates to the Party Equipment on Association property as follows:

In consideration of the benefit of having the Party Equipment on the Association’s Common Area Green Space during the Event, the undersigned does hereby release, acquit and forever discharge the Association, together with its affiliates and related entities, their employees, agents, officers, members, directors, managers, and attorneys (collectively, the “**Released Parties**”), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has, or which may hereafter accrue, known or unknown, foreseen or unforeseen, on account of death, bodily injury, property damage, and/or the consequences thereof arising in connection with the undersigned’s provision of the Party Equipment on the Common Area Green Space. The undersigned understands and acknowledges the risks associated with the use of the Common Area Green Space during the Event and the provision of the Party Equipment, including but not limited to physical injury and death.

In further consideration of the benefit of having the Party Equipment on the Association’s Common Area Green Space during the Event, the undersigned hereby agrees to indemnify, defend and hold harmless the Released Parties with respect to any and all rights, damages, claims, warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys’ fees), causes of action, and/or judgments based on, arising out of, or connected with any matter encompassed herein, including, but not limited to, any claims that the undersigned Owner, Owner’s heirs and successors, or any other person utilizing the Party Equipment may have against the Released Parties, except to the extent caused by the negligent acts or omissions of the Released Parties. The undersigned declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, that he/she has been adequately advised, and that the terms of this Agreement are contractual and not a mere recital. In the event that the undersigned causes any loss or damage to the Association or any real or personal property owned

by Association or any member of the Association, he/she shall be liable for all costs of repair and/or replacement of the same.

I acknowledge that the Association is not obligated to provide any staff or supervision at the Common Area Green Space during the Event. Any staff present will not be responsible for providing training, medical assistance, or advice related to safety. I accept full responsibility for monitoring the safety of those using the Party Equipment and ensuring that no reckless behavior occurs.

I further acknowledge that the Party Equipment may not be used on the Association's Common Area unless the Association, its officers, directors, management professionals, and employees (collectively, "**Association Parties**") are listed as additional insureds on the Vendor's general liability policy, which must have inflatable liability insurance or such other commercial liability insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

I agree to obtain and provide to the Association, at least five (5) business days before the Event, the Vendor's certificate of insurance detailing the required coverage, policy number, expiration date, and limits of liability, along with an amendatory endorsement showing the Association Parties as additional insureds on the Vendor's general liability policy for bodily injury and property damage for the Event.

**I DECLARE THAT I HAVE FULLY READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING IT. I VOLUNTARILY ACCEPT THIS AGREEMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, RELATED TO THE ABOVE STATED PARTIES AND THE ACTIVITIES DESCRIBED ABOVE.**

Signed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**MALLORY CREEK HOMEOWNERS ASSOCIATION, INC.**

**PARTY EQUIPMENT VENDOR INSURANCE AND  
INDEMNITY AGREEMENT**

Company Name: \_\_\_\_\_ (the "Company").

Renter's Name: \_\_\_\_\_ ("Renter").

Date of Rental: \_\_\_\_\_ ("Event Date").

The Company desires to rent a bounce house, water slide or other type of inflatable or mechanized equipment or ride (collectively, "Party Equipment") to Renter, a member of Mallory Creek Homeowners Association, Inc. (the "Association"), for use on the common area property owned by the Association on the Event Date.

In consideration of the benefit of renting the Party Equipment to Renter for use on the Association's property, the undersigned Company hereby agrees to indemnify, defend and hold harmless the Association, together with its affiliates and related entities, their employees, agents, officers, members, directors, managers, and attorneys (collectively, the "**Released Parties**") with respect to any and all rights, claims, warranties, demands, debts, damages, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and/or judgments based on, arising out of, or connected with use of the Party Equipment on the Event Date, including, but not limited to, any claims that the Renter, Renter's heirs and successors, or any other person utilizing the Party Equipment may have against the Released Parties, except to the extent caused by the negligent acts or omissions of the Released Parties. The undersigned declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, that the Company has been adequately advised, and that the terms of this Agreement are contractual and not a mere recital. In the event that the Company causes any loss or damage to the Association or any real or personal property owned by Association or any member of the Association, the Company shall be liable for all costs of repair and/or replacement of the same.

The Company acknowledges and agrees that the Association will not permit the Party Equipment to be used on the Association's common area property unless the Association, its officers, directors, management professionals, and employees (collectively, "Association Parties") are listed as additional insureds on the Company's inflatable liability policy or general liability policy, with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

The Company agrees to provide to the Renter and/or Association, at least five (5) business days before the Event, the Company's certificate of insurance detailing the required coverage, policy number, expiration date, and limits of liability, along with an amendatory endorsement showing the Association Parties as additional insureds on the Company's inflatable liability or general liability policy.

Signed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**COMPANY:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_