

## COMMON AREA FACILITY USE AGREEMENT

This non-assignable Agreement is made between Coral Hammock Homeowners Association hereinafter Association, by and through its agent and \_\_\_\_\_, Resident(s), hereinafter Resident(s), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ subject to the following terms and conditions.

1. Resident(s) shall use the Facility and the Inventory items in a careful, legal and proper manner. Resident(s) shall return the Facility premises and the Inventory items in as good a condition as they were prior to the use by the Resident(s). Resident(s) agree that the Facility will not be used for any illegal or immoral purpose and will not be used to conduct any business activity. Resident(s) acknowledges that use is limited to the Facility area and does not include any facility not specifically named herein.
2. Resident(s) hereby assume ALL risk of loss of or damage to the Facility and the Inventory items from any cause. None of the inventory items are to be taken from the Facility or any areas of the Community. Resident agrees to cause to have delivered to the Association a Certificate of Liability Insurance naming the Association as an insured in the amount of \$100,000. Any contractor or vendor servicing the event shall also cause to have delivered to the Association a Certificate of Liability, Workers Compensation and Vehicle Insurance prior to the event in amounts acceptable to the Association given the service provided.
3. Resident(s) hereby agree that Resident(s) have fully inspected the Facility and the Inventory items and hereby acknowledge that same are in good condition and repair, and that Resident(s) are satisfied with and have accepted same in such good condition and repair, anything to the contrary being reduced to a written statement by the parties and signed by them.
4. Resident(s) herewith deposit the rental fee of \$75.00, as a non-refundable fee for the use of the Facility plus \$400.00 as a damage deposit for the performance of Resident(s) obligations, hereunder without limiting the rights Association has to secure by other remedies available to it/them for the breach of such obligations by the Resident(s). Said deposit shall be construed as liquidated damages. If Resident(s) acknowledge that parties exceeding fifty (50) persons are required to hire a security guard for the duration of the event.
5. Resident(s) shall indemnify Association and their agents, principals, employees and any person claiming by or through them, against all claims, actions, proceedings, costs, damages, legal fees and liabilities or any nature whatsoever, connected with or resulting from the use of the facility and the inventory items. Resident(s) agree that they shall indemnify Association for any and all injuries suffered to Resident(s) or Residents guests in the Facility or on the Association property.
6. The Facility and the Inventory items are to be used in connection with:

Common Area Facility: \_\_\_\_\_ Coral Hammock Clubhouse only \_\_\_\_\_

Describe Function: \_\_\_\_\_ and not for any other purpose.

7. The time and date of such use shall be strictly from: **DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_ AM/PM **TO** \_\_\_\_\_ AM/PM

8. The number of occupants of the Facility or the surrounding area shall not exceed more than \_\_\_\_\_ persons during such time.
9. Resident(s) agree to be present at all times during the time of such use and during clean-up, such clean-up to be immediately at the conclusion of such use and not later.
10. In the event any action is filed in relation to this agreement, Resident(s) shall pay in addition to all other sums Resident(s) may be called upon to pay, a reasonable attorney's fee to Association, regardless of which party institutes such action.
11. Resident(s) agree to be responsible for the proper and acceptable parking of vehicles of attendees to the above event and releases responsibility of Association should it be necessary to have vehicles towed. Resident(s) agree to indemnify Association for any claims by Resident(s) or guests for the towing of vehicles. **Arrangements for designated parking must be made prior to the event with office or no site parking will be permitted.**
12. Resident(s) agree that in the event any damages occurs to the Facility the property contained therein or any property belonging to the Association, by Resident(s) or Resident(s) guests, Resident(s) shall pay for such damage within seven (7) days from the date of receipt of any bills or demands for payment. Failure to pay for this damage shall result in Association at its option terminating a rental tenancy or filing a lien upon the owners property in addition to all other remedies available by law and the agreement.
13. The Terms hereof constitute the full agreement of the parties and no oral statements shall have any force and effect or be binding.
14. The use of the Facility may be terminated at any time by Association for any reason and Association shall have the right to remove or cause to be removed any persons or property from the premises.
15. Resident(s) acknowledge that they have signed the attached Inventory and Inspection Report and same are made a part hereof to this agreement.

BY: \_\_\_\_\_  
Association

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Resident

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Resident

Date: \_\_\_\_\_