

MIRAMAR AT LAKEWOOD RANCH

Reservation and Usage Agreement

I understand and agree to all the following conditions in reserving and using the Miramar Clubhouse:

DATE: _____ TIME: _____

EVENT: _____ NUMBER OF ATTENDEES: _____

I am requesting the rental of the: **Entire Clubhouse excluding the fitness center and pool area.**

1. I am a homeowner/resident in good standing with Miramar Association (all Annual and Special Assessments are current and have no outstanding liens or covenant violations).
2. The clubhouse is not to be used for business, religious services and/or commercial purposes (i.e. no gift shows, bake sales, sample sales, etc.)
3. Only one (1) reservation is allowed on any given day.
4. I agree to accept any and all responsibility for any costs to correct and/or repair any damage done to the furnishings or property on the clubhouse premises in relation to the usage of the clubhouse. This includes the using of thumbtacks, nails, staples, glue, tape, etc. to attach anything to the walls, doors, furniture, trim, etc. Furnishings are not to be taken outside. If damage occurs through this type of use, repairs will be made and the cost deducted from the deposit.
5. I agree to pay according to the following (refundable) deposit: \$250.00. Check # _____ made payable to **Miramar at LWR Master Association**. The deposit check will be returned after inspection has determined that no damage has occurred and that all conditions of this agreement have been met. If damage is found to be in excess of \$250.00 you will be billed for the excess and your deposit will not be returned.
6. I agree to complete the following Clubhouse Condition Sheet accurately describing the conditions of the clubhouse at the time of rental. This can be done 1-3 days prior to the event and must be done in the presence of a clubhouse representative (please let Janie know so she can follow up with you).
7. I agree to remove all trash and place it in trash containers outside the clubhouse. I will remove all items brought into the clubhouse including but not limited to refrigerated items. I will wipe and spills from the floors, oven, microwave, refrigerator, counter tops and furniture prior to vacating the premises (an additional fee of \$25.00 will be assessed).
8. The resident reserving the clubhouse must be present at all times while the scheduled function is in progress. The resident is responsible for the actions of his/her guests and for supervising anyone under the age of 21.
9. Alcohol may only be consumed by those residents and their guests who are of the legal drinking age under applicable city, county and state laws. The present minimum age is 21 years. By allowing the private consumption of alcoholic beverages at clubhouse functions by owners and their guests, Miramar Association does not assume liability in any form, implied or otherwise, that may arise as a result of said consumption. The selling of alcohol and drugs are strictly prohibited.
10. Smoking in the clubhouse or around the pool area is strictly prohibited. Failure to clean up the patio area may result in an additional fine (minimum \$25.00).
11. No music in the pool area. All devices must have headsets.
12. Clubhouse usage hours are as follows: **6:00 a.m. to 11:00 p.m.** Extension of these hours for any reason other than Association function requires written approval of the Board of Directors. Failure to abide by these hours may result in a penalty up to the deposit fee, and suspension of the use of the Associations' facilities.
13. All furniture and decorations must be returned to original place and must be in original condition.

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14. Animals are prohibited at all times in the clubhouse and pool area.
15. Usage of the clubhouse does not include the pool, pool area, fitness room or the surrounding common grounds.
16. Maximum rental time is 6 hours and the maximum number of guests is 45.

Any violations of the rules will result in the forfeiture of some or all of the deposit.

The Homeowner/resident agrees to indemnify and hold harmless the Association, its officers and directors, agents, and employees from and against any and all claims, liabilities, losses, damages, actions, costs, expenses and demands of any party made against the Association, its officers and directors, agents and employees arising out of or in connection with any party or event held in the Clubhouse by a homeowner pursuant to the reservation agreement or otherwise.

I understand that the Association reserves the right to enter the Clubhouse and terminate my use thereof should I violate any term hereof or should the conduct of any person using the facility endanger the health, safety or wellbeing of any person or constitute a threat to any property.

I understand and agree to all of the above conditions regarding reserving and using the Miramar Clubhouse.

Homeowner/Resident (please print)

Date

Homeowner/Resident Address (please print)

Homeowner/Resident telephone number

Email Address:

Homeowner/Resident Signature

Clubhouse Representative Signature

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CLUBHOUSE CONDITION CHECK OFF LIST

Use the following checklist to inspect the clubhouse prior to use

Main Room:

- windows/curtains

- carpet

- tile floors

- walls

- furniture

Board Room:

- windows/curtains

- carpet

- walls

- furniture

Fitness Center:

- windows/curtains

- carpet

- tile floors

- walls

- furniture

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Kitchen:

- refrigerator

- counters

-

- cabinets

- microwave

- stove/oven

Bathroom – Women:

- walls/floor

- windows/curtains

- vanity/toilets

Bathroom – Men:

- walls/floor

- windows/curtains

- vanity/toilets

Please note any other issues that you consider abnormal or unacceptable

Signature _____

Date _____

Owner of Unit _____

Phone _____

Address _____

Email _____