

Rev. 25 August 2021

PARKVIEW AT HILLCREST HOMEOWNERS' ASSOCIATION, INC.

4500 Hillcrest Drive, Tel. (754) 263-7426

Parkview At Hillcrest Activity Room Rental Agreement

This agreement is to be used for residents living at Hillcrest buildings.

THIS RENTAL AGREEMENT is made on _____, 202__, between

_____ (RENTER),

residing at _____, (ADDRESS) and

the PARKVIEW AT HILLCREST HOMEOWNERS' ASSOCIATION, INC., by and through the authority delegated by the Board of Directors to its Property Manager.

Property Rented

the PARKVIEW AT HILLCREST HOMEOWNERS' ASSOCIATION, INC. hereby rents the Parkview At Hillcrest 4500 Banquet Room, including all fixtures, furnishings, accessories, appliances and appurtenances **(excluding the pool, pool patio, lounge and fitness rooms)** for the period below. Room cannot be occupied before 10:00 AM, unless a written exception has been approved by the Property Manager.

From ____ am/pm (circle one) through ____ am/pm on ____/____/____ (MM/DD/YY).

Rent

Renter agrees to pay to PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC. a rental payment in the sum of **\$575.00 (money order or cashier's check)** payable in advance no later than **15** days prior to function. Renter also agrees to pay contemporaneously with this Agreement a **\$1,000.00** deposit ("Security Deposit") (personal check) at the time the rental reservation is made. Failure to make payment will result in a loss of the rental period.

CANCELLATION POLICY: \$150 EE IF CANCELLED WITHIN FIFTEEN (15) DAYS OF THE EVENT, which \$150.00 cancellation fee may be deducted from the Security Deposit

Use

Renter states that the Banquet Room will be used for:

and **under no circumstances will be used for commercial purposes.** No pets or animals shall be permitted to be in the banquet room or on the premises. Renter agrees not to alter or make additions to the banquet room, its furniture, its artwork, or its fixtures and appliances without Property Manager's written consent. Renter agrees not to perform or permit any act or practice substantially at variance from the stated purpose above or injurious to the banquet room, or which may be unreasonably disturbing to residents of properties surrounding the clubhouse, or which may affect the insurance risk factor on the clubhouse, or which may be otherwise prohibited by law. Renter will not remove any of the items in the banquet room and clubhouse, including its furniture, its artwork, or its fixtures and appliances, inside or outside of the banquet room at any time. Renter will be responsible for any and all damages inside or outside of the banquet room caused by any guests attending the function. **Renter must be present for the entire event and will not rent out the banquet room for non-Hillcrest persons.** Renter will have no more than **75 Total guests** in the banquet room any given time, including hired staff.

A current Homeowner's General Liability policy which covers this event and the terms of this Agreement is required to be held in force and maintained by the Renter. Renter's homeowners' liability carrier, phone number and policy number are _____

Renter shall surrender possession of the Banquet Room to Parkview At Hillcrest at the termination of his/her use in the same good conditions as when taken.

Renter is responsible for fully vacating the clubhouse **NO LATER THAN MIDNIGHT 12 AM**. Any delay in the vacating of the Banquet Room will result in an additional charge of **\$150.00 per hour which may be deducted from the Renter's Security Deposit**.

Should the clubhouse security alarm be activated during the rental of the banquet room due to an open doors or delay in vacating the clubhouse, the Renter will be charged \$150.00 which may be deducted from the Renter's Security Deposit.

Renter must review and initial each item on the attached PARKVIEW AT HILLCREST BANQUET ROOM PARTYRULES/ RENTAL CHECKLIST prior to his/their execution of the Agreement and incorporated as specific obligations of the Renter.

Renter's Liability

Renter assumes full responsibility for the actions of its guests, invitees, staff and other associated attendees during and after the rental event. Renter agrees to indemnify, defend and hold harmless PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC. and its , its officers, directors, agents and employees, from any damages, loss, personal injury or other claim or suit resulting from the rental event, occurring on or about the banquet room, clubhouse, parking area or grounds, regardless of the cause unless the damage or injury results from the PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC.'s gross negligence or intentional tort.

Security Deposit

Renter agrees, in addition to his agreement concerning "rent" as set forth in paragraph 2, above, to pay the PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC. the sum of **One Thousand (\$1000.00) dollars** as a Security Deposit ((personal check) contemporaneously with this Agreement and **at the time the banquet room is reserved, and this contract agreement is submitted to Management**. The Security Deposit shall be held by the PARKVIEW AT HILLCREST HOMEOWNERS' ASSOCIATION, INC. as security for the Renter's performance of this Agreement, and against any damages caused to the clubhouse or any other part of Parkview At Hillcrest property by the Renter, his family, and guests during Renter's use of the banquet room. The Security Deposit check is to be returned to the Renter within fifteen (15) days after the rental of the banquet room unless there are fees, charges, or any damages incurred during the rental of the banquet room. Renter understands and agrees that the Security Deposit may not be applied as rent or against any other amount due from Renter to the PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC. In the event that there are charges to the Renter resulting from the banquet room rental, Management will contact the Renter in writing within 10 days of the rental and advise of such charges. Renter is to provide Management with a payment for the charges within 10 days of the receipt of the letter from Management. At that time, if payment has been made by Renter, the security deposit check will be returned to the Renter. If the Renter does not pay for the damages within the 10 days of the receipt of the letter of damages, Management may deposit the Security Deposit check and refund the Renter the difference in the amounts. In the event that the Security Deposit is insufficient to make the PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC. whole with respect to all damage(s) or other charges arising from rental of the banquet room or damages to other parts of Parkview At Hillcrest during Renter's use of same, Renter agrees that the PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC. shall have claim against Renter personally to secure the payment of the same and the PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC. shall have all remedies against Renter as provided in law.

Assignment

Renter shall not assign or sublease the banquet room nor collect or receive payment from any guest or attendee for use of the banquet room.

The Term "Renter"

The term "Renter" used in this agreement shall refer collectively to all persons named above and signing this agreement as renter of the banquet room and the liability of each such person shall be joint and several. Notice given to the PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC. to any person named as Renter, or by any such person to the PARKVIEW AT HILLCREST HOMEOWNERS ASSOCIATION, INC., shall bind all persons signing this Agreement as Renter.

Attorney's Fees

In any action or proceeding arising out of this Agreement to enforce the Agreement, or to secure any rights provided under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost.

The undersigned agrees that neither the PARKVIEW AT HILLCREST HOMEOWNERS' ASSOCIATION, INC. nor any person under employment or working on their behalf shall be held responsible or liable for any damage to the property of, or the bodily injury or death of the undersigned or his/her guest(s), invitees, staff or associated attendees due to any activity being held at the Parkview At Hillcrest Banquet Room.

It is further agreed that the undersigned is solely responsible for any damage or loss to property belonging to the PARKVIEW AT HILLCREST HOMEOWNERS' ASSOCIATION, INC. caused by the undersigned or his or her guests. The \$1,000.00 Security Deposit shall be required for the use of the banquet room facility at Parkview At Hillcrest. This Security Deposit is due at the time of the banquet room reservation and execution of this Agreement.

_____ RESIDENT MUST INITIAL

The undersigned hereby acknowledges that the rental of the banquet room facility at Parkview At Hillcrest is the building only and does not include the Pool, Patio Area, or Fitness Center.

Renter Signature: _____ Phone: _____

Printed Name: _____ Cell: _____

Renter Signature: _____ Phone: _____

Printed Name: _____ Cell: _____

Email: _____

Management Signature

Date Signed

Payment/ Deposit Information

Checks received on: _____

Clubhouse Rental Fee: \$575.00 (Non-Refundable) Check Number: _____

BCSO Detail Fee: Hourly Rate (Non-Refundable) Check Number: _____

Banquet Room Deposit Fee: \$1,000.00 (Refundable) Check Number: _____

Additional Charges:

BCSO: \$46.00/hour

BCSO Hours Used: _____ X \$46.00 = _____

Deposit Returned: _____ Initial _____

Deposit Shredded at Owner(s) Request: _____ Initial _____

PARKVIEW AT HILLCREST BANQUET ROOM RULES

(Please initial each line as acknowledgement)

- _____1. A Banquet Room Rental Application must be filled out completely and signed prior to the Event.
- _____2. A clean up fee of no less than \$250.00 may be assessed for Banquet Room Rental if documented at the post event inspection, which charges may be deducted from the Security Deposit.
- _____3. Two (2) separate payments are to be made out to "**Parkview At Hillcrest HOA**" prior to banquet room use; \$1000.00 refundable Security Deposit (personal check or money order), \$575.00 non-refundable rental fee (money order or cashier's check), Any checks returned for non-sufficient funds will be charged the bank fee and any other associated fees, which charges may be deducted from the Security Deposit.
- _____4. Rental of the Banquet room does not include, under any circumstances, use of the Pool, Pool Patio Area, Main Clubhouse or the Fitness Center.
- _____5. The use of the Barbeque Grills shall be confined to the area designated, as located on patio deck.
- _____6. All music and equipment must be used inside the Banquet Room only. **No amplified music outside of the Banquet Room is allowed. Music levels must be kept at reasonable levels at all times so that they cannot be heard outside of the Building. All exterior doors and windows must remain closed.**
- _____7. Maximum Occupancy for the 4500 Banquet Room is 75 persons, including guests and staff.
- _____8. If there is an event where alcohol will be served OR the function will extend past 11:00 PM, a Broward County Sheriff's Office(BCSO) Detail Officer must be present. Management will make arrangements to schedule the additional security for the function. The current bill rate is \$46 an hour, at a minimum of 4 (four) hours, subject to change). This fee must be paid prior to the date of the function and checks must be made payable to Parkview At Hillcrest HOA. The Renter must vacate the Banquet room when the scheduled Detail Officer's shift ends. Should the event extend past the time the Detail Officer is scheduled to be present, the Renter will be charged according to this agreement, which charges may be deducted from the Security Deposit.
- _____9. Renter must make sure that all front, rear and side entrance doors are fully closed after the event. Renter will be charged **\$150.00** if the clubhouse security alarm is activated due to open doors, or delay in vacating the clubhouse, which charges may be deducted from the Security Deposit.
- _____10. **Renter must clean up, bag & tie all trash and remove & dispose of ALL garbage and debris into the dumpster located in the Parking Area. Do NOT leave any trash or trash bags inside or outside of the building other than in the dumpster.**
- _____11.
- _____12. Do not leave food, beverages or other items in the Catering Kitchen.

Clubhouse furniture, fixtures, artwork and appliances must remain inside the clubhouse at all times. Such items may not be removed from the clubhouse interior at any time.
- _____13. Rental period includes 4 hours event time plus 1 hour for clean up unless otherwise agreed herein.

Failure to follow any or all of the Banquet Room Rules may result in a forfeiture of all or part of the Security Deposit.