



WATERSTONE
GRAND

Waterstone Master Association, Inc. D/B/A *Waterstone Grand* Clubhouse Lease Agreement

- A covenant between the renter and the Waterstone Mater Association, Inc. ("Association") Clubhouse

Renter _____

Today's Date _____

Address _____

Phone No. _____

Activity Type _____

Activity Date _____

Activity Starts _____ am / pm

Activity Ends _____ am / pm

Number of Guests _____

*Contracting Vendors: Yes No

If Yes then list who and phone #: _____

1. The "Club" Package

A. Area(s) and time requested (95-145 guests maximum depending on package):

Grand Hall Patio Kitchen/Bar Playground \$50.00/2.Hr. ___hrs.

Level 1 (3) hours \$200 Level 2 (3) hours \$250 Additional Hours ___\$30.00

Staff Rate for Extra Hours (after 9:00pm/8:00pm on Sundays) is: \$15.00 per hr. ___hrs Total = \$_____

B. Candidate Presentation Forum (One hour. See Separate *Political Candidates Visitation and Presentation Policy* for pricing. Security deposit not required.)

1. Total Amount Due \$ _____ (check or money order. No cash accepted)

2. Deposit = \$250.00

Deposits must be in the form of a blank Money Order for the amount of \$250.00

Management reserves the right to withhold security deposits for any reason

The **renter may enter up to one (1) hour prior to Activity Start time for set up**. Additional set up time based on availability and/or discretion of management.

<p>Alcoholic Beverages Served No <input type="checkbox"/></p> <p>No alcohol can be SOLD at any event. Failure to abide to these terms will result in forfeiture of deposit and possible legal action.</p>	<p>Yes <input type="checkbox"/> (Renter must contract Homestead Police off-duty security for duration of activity starting 1 hour after event start time up to end time). Renter is responsible for any and all negative affects or outcomes as a result of serving alcoholic beverages. Association assumes no liability whatsoever.</p>
--	--

2. "The Grand" Package \$500.00

1. 4 hours not including set up time, must begin after 5PM	3. Off-duty Homestead Police Security needed if alcohol will be served. Cost provided by guests.
2. Exclusive Clubhouse use and Parking for your event. Excluding Gym.	4. Event Planning assistance.

GUESTS ARE NOT PERMITTED TO USE THE POOLS, OR FITNESS ROOM WITHOUT CLEARANCE FROM MANAGEMENT. PLAYGROUND MAY BE UTILIZED WITH DIRECT AND ON-SITE SUPERVISION BY ADULT OVER 21.

Regular Hours of operation are: Monday through Saturday - 10am to 9pm. /Sunday - 10am to 8pm.

Requested rental activity may be extended beyond closing time up to 11pm. only upon availability and Management approval. The clubhouse will charge an additional \$30 per hour or pro-rated thereof to cover costs.

A \$250 refundable security deposit (In the form of a blank Money Order) and the rental fee are required. Any returned checks will be charged \$50.00. Money order payments do not require an advance reservation. All funds will be returned and or refunded if request for cancellation is received within 14 days of activity date. All checks and money order must be made payable to Waterstone Master Association, Inc. No cash accepted.

Children 18 or under must be supervised at all times. Children under 18 must be supervised by a ratio of 1 adult to every five children. No music permitted after 11pm. All music must be indoors.

All areas used must be cleaned including removal of trash and paper products to the satisfaction of clubhouse staff prior to "Activity End Time". All furniture must be organized in the original configuration, trash removed; tables, appliances, and game tables wiped down, and the floor swept or vacuumed, and mopped. Once area is cleaned and inspected by staff, a checklist release form will be approved and refund of security deposit will be prepared within 72 hours.

Deposit Requirement: A deposit is required in advance for all rentals of the Clubhouse Facilities. This is a refundable deposit, required, in the form of a blank money order. Proper identification and or proof of address within the Waterstone community are required. The deposit will be charged in the event that the homeowner does not cancel the reservation within 14 days prior to the reserved date. If the clubhouse facility, after inspection by the attendant is in good order (no damage to walls, area equipment, cleaned; including party balloons, strings, trash, etc.) and restored to the condition existing prior to the function, the full amount of the Deposit shall be refunded. If any damage is found, or if janitorial services are required, deposit will be kept to pay all costs of repairs and the expenses of janitorial services in full.

Rental Regulations:

Limited Time to Rent - Reservations can be made no more than 6 months in advance.

Fees Include - Fees are just for the area being rented

Inspections - Inspections are performed within 24 hours after the end of your event. It is not required to call the Club and ask for status of inspection.

Janitorial - Renter is responsible for full clean up of area rented, this includes removal of all decorations, balloons, floors, kitchen area, BBQ grills, etc.; If the Club finds it is not left in the same condition found, a fee of \$100.00 for Grand Room & \$50.00 for BBQ-pit will be charged from your deposit. The renter has the option of hiring a cleaning service Club offers from the time of application for rental to avoid conflict.

Time Slots - Rental of any area must be done within one of the time frames provided by the club, only 1 (one) party will be reserved for each area per day.

Insurance: The Renter's hereby agree to assume all responsibility for insurance respecting their use of the Clubhouse, and to assert no claim of coverage under an insurance policy of the association in connection with the use of the Clubhouse. In addition, the Renter's shall provide to the Association evidence of insurance liability coverage through their homeowners policy on a separate liability policy with limits of not less than \$300,000 per occurrence at least fourteen (14) days prior to the Activity. The Association must be named as an additional insured.

Release and Indemnification: Renter hereby agrees to indemnify and hold harmless the Association and its officers, directors, agents and employees from any and all losses, claims, damages, actions and liabilities, including, without limitation, claims for property damage, personal injury or death, arising from or connected with Renter's use of the Clubhouse or any other Association property or Renter's violation of any covenant, rules or applicable law, code or ordinance with respect to the use of the Clubhouse (including attorneys' fees at the trial and appellate levels) WHETHER CAUSE BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE, and Renter hereby waives any claims covered by the foregoing indemnity, WETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE. Renter's agreement to indemnify and hold harmless the aforesaid parties shall include attorney's fees and costs actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken therefrom. Without limiting the generality of the foregoing, Renter acknowledges and agrees that neither the Association nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of the Clubhouse. THE USE OF THE CLUBHOUSE IS AT ALL TIMES AT RENTER'S SOLE RISK.

Cancellation: The Association reserves the right to cancel this Lease Agreement without notice in the event a hurricane watch or warning, or when other acts of God, catastrophe or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall return the Renter's fee and deposit, and shall not be responsible for any costs, expenses or damages that may be incurred by the Renters in connection with the canceled Activity.

Miscellaneous: In connection with any litigation including appellate proceedings arising out of this Lease Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Lease Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Lease Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida. Neither party to this Lease Agreement shall assign the Lease Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Lease Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or

more instances, upon the performance of any of the terms, covenants or conditions of this Lease Agreement, or to exercise any right herein shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. No change or modification of this Lease Agreement shall be valid unless in writing and signed by all parties hereto. In construing this Lease Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other an all genders. This Lease Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

By executing this Lease Agreement, Renter is acknowledging that they have read and understand the rules and regulations of the Waterstone Master Association, Inc., as outlined herein, posted or otherwise and that guests will comply with said rules, regulations, and contractual terms as outlined above. It is understood that no other agreement, written or verbal, will be valid.

Signed and agreed to:

Renter(s)

Print Name: _____

Date

Renter(s)

Print Name: _____

Date

Waterstone Master Association, Inc.

By: _____

Print Name: _____

Date

Title: _____

