

# St. Andrews of Miramar Condominium Association

Clubhouse and / or Poolside Gazebo

## RESERVATION AGREEMENT

This agreement is made between the St. Andrews Association, hereafter referred to as "Association," and the member named below, hereafter referred to as "Member," for non-exclusive use of the Clubhouse or Poolside Gazebo.

Date Reserved \_\_\_\_\_ Day of the Week Reserved \_\_\_\_\_  
Time: from \_\_\_\_\_; to \_\_\_\_\_  
\_\_\_\_\_ Clubhouse, or \_\_\_\_\_ Poolside Gazebo

Member Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone Number (Day) \_\_\_\_\_ Evening \_\_\_\_\_ Cell \_\_\_\_\_  
Type of Function \_\_\_\_\_ No of Guests \_\_\_\_\_ (max. 50)  
Reservation Fee Received \$ \_\_\_\_\_ Check No. \_\_\_\_\_ By \_\_\_\_\_  
Damage Deposit Received \$ \_\_\_\_\_ Check No. \_\_\_\_\_ By \_\_\_\_\_  
Live Entertainment (see Rule 10) Yes \_\_\_\_\_ No \_\_\_\_\_ (Contract must be attached and approved)

### PLEASE MAKE 2 SEPARATE CHECKS PAYABLE TO ST. ANDREWS

#### RESERVATION RATES / DATES

Clubhouse available Monday to Friday 6:00 p.m. to 12:00 a.m., Saturday & Sunday 10:00 a.m. to 12:00 a.m.  
Poolside available every day from 10:00 a.m. to sunset.

**Poolside** - Damage Deposit Required: \$300.00 (Cashier's Check - Refundable - Refer to attached Terms & Conditions)

Rental Agreement for Poolside: \$100.00

Cleanup Fee: the member is responsible for cleaning the poolside

**Clubhouse** - Damage Deposit Required: \$1000.00 (Cashier's Check - Refundable - Refer to attached Terms & Conditions)

Rental Agreement for Clubhouse: \$300.00 (1 to 4 hours)

\$500.00 (5 to 8 hours)

Cleanup Fee: \$75.00

**Late Fee:** The Member will be charged an additional \$75 per hour (or part of an hour) if he/she has not vacated the rented areas by the time stipulated in this agreement.

- Only the Members of St. Andrews can reserve the pool area (for non-exclusive use, other residents will have access to the pool during any function). Renter must have unit owner approval in writing, and both owner and renter must sign reservation agreement.
- The Deposit must be made at the time the Reservation is made.
- The Reservation Fee must be paid no less than 14 days prior to the reservation date in order to hold the date.
- The Member is responsible for all damages caused by the Member's family, guests, invitees, employees, contractors, or other agents during the reserved function.

- All rental furniture, equipment, or other items not on premises must be approved by the Association.
- Maximum number of guests is 50.
- Member is responsible to clean up and remove all garbage after function ends. Garbage must be disposed of in dumpsters in front of building 5 and/or building 11. Do not leave garbage in front of dumpsters. To activate dumpster open and close door 3 times and wait 5 minutes for it to compact.

## RESERVATION AGREEMENT TERMS AND CONDITIONS

1. Member agrees to be responsible for any and all liability and damages occurring on the premises or any other part of the Clubhouse / pool area caused directly or indirectly by the Member, Member's family, guests, invitees, employees, contractors or other agents, including without limitation, damages occurring during the specified time of the function, set up and / or clean up time.
2. The Association or the Management Company is not responsible for damages or loss of any merchandise or articles left in the area reserved or any part of the Clubhouse prior to, during or after the function. Member indemnifies and holds the Association and Management Company harmless from any such claims made by Member, Member's family, guests, invitees, employees, contractors or other agents.
3. The Association may cancel this Agreement at any time due to acts of God, disaster or if in the sole opinion of the Association it deems it necessary to do so. The Association and the Management Company will be held harmless. Any deposits paid to the Association will be returned.
4. The Association reserved the right to establish time limits due to other reservations of either the area reserved or other areas of the Clubhouse. Failure to abide by the time limits will result in the loss of the refundable deposit.
5. The Member is solely responsible for all set up and clean-up of the area reserved and any surrounding areas which Member's guests, contractors or agents may have used. Please begin clean up accordingly.
6. The Member is responsible for all damage in which expenses and repairs are required as a result of the use of the Clubhouse facilities, and is responsible for cleaning and restoring the Clubhouse facilities to the condition they existed in prior to the function. If the Clubhouse facilities subject to this Agreement, after inspection by the clubhouse manager or other representative of the Clubhouse are deemed in good order, the full amount of the Damage Deposit will be refunded.
7. The Damage Deposit will be refunded within 30 days of the date of the function.
8. The Pool is not included in the Reservation and shall be available for all members of the St. Andrews community.
9. An inspection of the premises will be made with the Member and a designee of the Association upon notification by the Member that the function is over and the area is ready for inspection. The designee of the Association and the Member will complete an inspection form.
10. Any live entertainment must be described in writing and approved in writing. Excessive sound levels are prohibited on the clubhouse grounds at all times. A maximum of 65 decibels shall be permitted to avoid disturbance of adjacent residential areas. In all matters related to sound generation, the decision of a management representative shall be final. Failure to abide

by this ordinance may result in forfeiture of the Member's Damage Deposit.

11. The Member, if desired, must provide food and beverage. NO alcoholic beverages may be served. Members found to be serving alcohol at functions will be prohibited from further clubhouse reservations and may forfeit their deposit.

12. No glass bottles are permitted in or around the pool area.

13. No smoking is permitted within the Clubhouse, any rooms, enclosed areas or around the pool area.

14. Under no circumstances should any furniture, equipment, furnishings or any other items be removed from the Clubhouse /pool and the surrounding premises for any reason.

15. The member is to ensure that the Member's family, guests, invitees, employees, contractors or other agents abides by all Rules and Regulations of St. Andrews.

16. The Member will ensure that the people and activities involved in the function do not disturb or interfere with any other function or the use of other areas of the Clubhouse /pool by other members.

17. Vehicles may be parked only in the Clubhouse designated parking area. No trailers or recreational vehicles are permitted.

18. All disputes arising hereunder will, upon written notice from either party to the other, be submitted to binding arbitration and not to a court for determination. Such arbitration will be accomplished expeditiously in Broward County and will be conducted in accordance with the rules of the American Arbitration Association, by an independent arbitration service selected by the Association. Judgment upon the award rendered by the Arbitrator will be final and binding on the parties, and may be entered in any court having jurisdiction thereof.

19. The Agreement is non-transferable. The Member must be in attendance at the function. An adult Member must supervise the function at all times, without exception.

20. The Member will be responsible for any municipal charges.

AS AGREED TO: \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

Member's Signature

Print Name

For the Association

Print Name