



## Middlebrook Pines Clubhouse Usage Agreement

Name (s): \_\_\_\_\_

Clubhouse Reservation Date: \_\_\_\_\_ Clubhouse Reservation Time: from \_\_\_\_\_ to \_\_\_\_\_

The undersigned hereby request the use of the clubhouse at Middlebrook Pines. I/We understand that our use of these facilities is at our own risk and agree to save Middlebrook Pines Condominium Association and their agents harmless from all damage, suits, or claims in connection with my/our use of the clubhouse facilities and from all liability for injuries to persons or properties suffered or sustained by myself/ourselves, my/our guests and invitees, and other persons whomsoever sustained in connection with the use of the clubhouse facilities during the times specified above and any extension of those times. I/We hereby understand and agree that I/We have full responsibility for the condition and treatment of the clubhouse facilities during this time and do hereby indemnify and save harmless the above-named Association and their agents from any such liability for damages, costs, and expenses, including attorney's fees, in connection with my/our use of the clubhouse facilities. I/We hereby also understand and agree that all of the above shall apply to anything in connection with my/our use of the clubhouse facilities, to include the securing of said facilities, **for the entire agreed upon usage period. We further understand that this approval for usage applies only to the clubhouse and does not include use of the tennis courts, racquetball courts, or the pool.**

Initial \_\_\_\_\_ Door Code \_\_\_\_\_

The undersigned further agrees to place the sum of **\$300.00** with the above named Association as a deposit against damage and cleaning at the time that I/we **sign this agreement**. It is understood and agreed that said deposit shall be refunded in full if said facilities are cleaned after use and returned in the same condition as they were immediately prior to my/our use, **and there have been no violations of the Middlebrook Pines rules and regulations**. I/We also understand and agree that the cost of repairing any damage and/or the cost of any cleaning required as a result of the use of the facilities by me/us shall be deducted from said deposit prior to any refund to me/us and, should the cost of such repair and/or cleaning exceed the amount of said deposit, then I/We shall be responsible to pay said Association such additional amounts as are necessary to cover such cost, to include attorney's fees and costs incurred to collect costs in the event I/we do not remit same promptly.

Initial \_\_\_\_\_

In addition to the conditions set forth above, your deposit will be considered non-refundable in full or in part if any of the below conditions are not met.

- Reserving the clubhouse does not include use of other recreation areas.
- Use of the pool, racquetball or tennis areas must abide all rules governing these areas, including, but not limited to , limiting occupancy to 3 Guests per unit, no loud music, no glass containers, no decorations, and the gate must remain closed at all times, etc.
- All Middlebrook Pines Rules and Regulations will be adhered to by the undersigned.
- Your attendees can only park in spaces labeled "REC". The undersigned is responsible for securing off-site parking if demand exceeds the number of spaces available.
- Animals are not permitted in the Clubhouse, except for service animals.
- The pool area, racquet ball, and tennis courts may not be reserved for your exclusive use.
- Grilling (charcoal, gas, or electric) is not permitted inside or outside of the clubhouse.
- Cooking is only permitted using appliances provided in the clubhouse.
- Smoking is not permitted in the Clubhouse.
- Existing items will not be removed from walls and doors.
- All decorations are to be put up with tape which will not damage surfaces and all tape shall be removed prior to leaving the building.
- Furniture cannot be moved from the pool area and into the Clubhouse.
- Furniture will be returned to its original placement.
- Do not place items close to walls that will scratch walls, baseboards, or chair rails.
- Any spots or food particles will be cleaned from both ovens, refrigerator, sinks, and all kitchen surfaces.
- Bathroom will be cleaned before leaving the building. Cleaning supplies to be furnished by the user.
- Ovens are left in the off position.
- The carpeted area is to be vacuumed and the bare floors cleaned.
- Any spills on the carpet or tile areas will immediately be cleaned up as to not leave a permanent spot.
- All trash will be removed and taken to the dumpster.
- All personal items will be removed.
- Upon leaving at the end of your rental period, the clubhouse shall be locked.
- Noise level is maintained at a level which does not result in complaints from neighboring units.
- All events held at the clubhouse (cleaning included) must be finished and evacuated by 11:00 PM.
- Occupancy will not exceed \_\_\_\_\_.
- The undersigned agrees to be responsible for their Guest and must be present with their Guests during the event.

Initial \_\_\_\_\_

By signing this agreement, you agree to the above conditions.

Print Name (s) \_\_\_\_\_

Signature (s) \_\_\_\_\_

Owner/Residence Address \_\_\_\_\_

CLUBHOUSE USAGE EMERGENCY CONTACT: KL MANAGEMENT GROUP, INC. 407/482-2622

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Approved by the Board of Directors, October 20, 2015; amended November 17, 2020; Amended May 16, 2023