

Effective: _____

CLUBHOUSE RENTAL AGREEMENT

This agreement is made this _____ day of _____, 20____, by and between THE STRADA CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association") and _____, the Owner(s) of a condominium unit located at The Strada Condominium (hereinafter the "Owners").

WHEREAS, the Owners desire to reserve the Association's Clubhouse on the _____ day of _____, 20____, from _____ (a.m. / p.m.) to _____ (a.m. / p.m.) for the following purpose: _____
_____(hereinafter the "Function"); and

WHEREAS, the Association is willing to permit the Owners the right of use of the Clubhouse for the Function in accordance with the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein contained, it is hereby agreed as follows:

1. The Clubhouse can be rented and used for private events by Owners and Current Tenants but the maximum number of persons attending the function shall not exceed one hundred (100) guests. The pool area, BBQ area, courtyard area cannot be rented or reserved, nor can it be included with any Clubhouse rental. The pool area, BBQ area, courtyard area are for the use and enjoyment of The Strada residents on a first come, first served basis.
2. The Owners/Current Tenants renting the Clubhouse must be present at the private Function for which they have reserved the Clubhouse.
3. The Owners/Current Renters are not allowed to sponsor any Function for a non-Strada condominium resident.
4. Fund-raising, corporate and commercial functions are prohibited from being held in the Clubhouse. The Owners/current renters renting the Clubhouse may not require a payment or admission charge from any invited guests of the Function.
5. Reservations may not be made more than six (6) months prior to the Function. However, reservations should be made at least two (2) weeks prior to the function. The Owner with the first fully completed and approved application has hold on their requested date.
6. Owners/current tenants are entitled to hold functions on a first come, first served basis.
7. A Guest list maybe required after review of the rental application by the Board.
8. A special door party code allowing entry into the Strada as well as deactivation of the 3rd floor and Clubroom entry door locks can be requested for a specific function.
9. No smoking is permitted in the Clubhouse
10. Lights, televisions, music, fireplace must be turned off when no longer in use. The Clubhouse fireplace is gas fired and ignited with an electronic remote-control unit. Do not ignite in any other manner.

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11. The Owners shall keep and maintain the Clubhouse in an orderly condition and shall not decorate the Clubhouse without the prior written consent of the Board of Directors. If the Clubhouse, including any of its contents, shall be damaged during the term of this Agreement by the act, default or negligence of the Owners or any of their agents, employees, guests or any person admitted to the function by the Owners, the Owners shall pay to the Association, immediately upon demand, such sum as may be necessary to repair any such damages exceeding the amount of the owner's damage deposit.
12. The Function must be contained within the Clubhouse, adjacent BBQ area and pool area. No guests or party staff shall be permitted to utilize any other areas of The Strada condominium, including, but not limited to, the fitness center. The Owners acknowledge and agree that the pool area, BBQ area, courtyard area and surrounding amenities cannot be reserved for exclusive use.
13. The owners shall be fully responsible for the actions of any caterer or other vendors employed by owners and shall be responsible to ensure that all equipment is removed from the Clubhouse immediately upon termination of the function. In addition, the owners shall provide the Association with certificates evidencing liability insurance coverage in such amounts that are reasonable and acceptable to the Association for any caterer and/or other vendors providing services for the function at least fourteen (14) days prior to the function. Any caterer and/or other vendors must execute a release, indemnification and hold harmless agreement in favor of the Association.
14. All windows and doors must remain closed at all times during the Clubhouse rental. The Owners shall be fully responsible to ensure that all guests have vacated the Clubhouse and the Association's property by the end of the Function. All scheduled Functions shall terminate no later than 12:00 AM (mid-night)
15. The Owners warrant and represent that they and their agents, guests and employees shall comply with all local laws, codes, ordinances and rules and regulations of any authority having jurisdiction over The Strada Condominium and all rules and regulations of the Association. The Owners shall not engage in any activities, which may violate any provisions of the Association's insurance policies. The Association reserves the right to exclude or reject any or all objectionable persons from the Clubhouse, as well as to terminate the Owners' use of the Clubhouse if it deems the use or conduct of persons using the same objectionable. If the activities of the guests are creating a nuisance to the other residents in The Strada condominium, the use of the Clubhouse will be terminated.
16. No animals, fireplaces, trampolines, inflatable bounce houses, or similar electrical and/or mechanical devices may be utilized within the Clubhouse, Common Amenities or surrounding common areas. If the Owners hire any form of entertainment, they must provide the Association with evidence that the individual and/or company hired by the Owners has adequate insurance coverage. Further, the Owners must obtain from the individual and/or company evidence of insurance coverage. The certificate of insurance obtained from said individual and/or company must list the Association as an additional insured for the Function.

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17. The Owners acknowledge, understand and agree that no live bands are permitted in the Common Amenities or surrounding common areas. Noise levels must be kept at a minimum. The Function may not constitute a nuisance or annoyance to other residents in The Strada condominium. The Clubhouse is available to all owners and current tenants for social functions. All commercial functions are strictly forbidden. The Clubhouse is open to all residents and renters for groups of 10 or less. Although you may have a few guests in your party, the Clubhouse is open to all owners and renters. There is no cost to enjoy the facility. It is assumed that anyone using the Clubhouse will leave it in proper order and cleanliness. A clean up service can be provided with advanced notice at a cost of \$150.00. If the Clubhouse is not returned to its proper order and cleanliness a \$250.00 fee will be charged to your Strada account to clean the room. (Be advised that the Clubhouse has recording cameras. Owners will be billed for clean-up). Any violation of the Strada's rules and regulations or mis-use of the Clubhouse's policies will be referred to the Fine Committee. If your group is larger than ten (10) individuals, which the Board considers to be at an intimidation level, it becomes a private function or if you request use of the Clubhouse for a private function denying other members use of the Clubhouse during twelve (12) hour time period a \$500.00 non-refundable fee should be submitted to the Association's Property Management Company at least seven (7) days prior to the function.
18. If you request the private use of the clubhouse that may include any of the following, catering, a band/DJ, audiovisual needs, outdoor seating, freight elevator use and other such requirements. A non-refundable fee of \$1000.00 shall be submitted to the Association's Property Management Company at least fourteen (14) days prior to the function. A clean up fee of \$250.00 will also be charged to the owner's Strada account. To oversee these large events a management personnel may be assigned to be present during the function to provide security, assist in entry and resolve problems that may occur. That individual will oversee that The Strada's rules and regulations are followed and that doors and entry areas are secured, lights turned off and that all guests have left the property at the end of the function. The need for management personnel will be determined by the Board and management after review of your application. If required, the unit owner's account will be billed for this service on an hourly rate determined at the time of the function. This fee is in addition to the \$1000.00 reservation fee and the \$250.00 clean-up fee. Fees: The non-refundable fee of \$1000.00 for the exclusive use of the Clubhouse shall be submitted to the Association's Property Management Company at least fourteen (14) days prior to the Function. The fee must be paid with a money order or cashier's check made payable to "The Strada Condominium Association, Inc." A cancellation fee of \$75.00 will be charged if the function is canceled with notice of less than one (1) full week before the date and time set forth in the whereas clause (above).
19. The Board at its discretion may alter these rules to accommodate the renters individual needs.
20. An Indemnification: The Owners hereby agree 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 owners' use of the Clubhouse or any other Association property or owners' violation of the Association's governing documents, rules and regulations or applicable law, code or ordinance with

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respect to the use of the Clubhouse (including attorneys' fees at the trial and appellate levels) WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE, and owners hereby waive any claims covered by the foregoing indemnity, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE. Owners' agreement to indemnify and hold harmless the aforesaid parties shall include attorneys' fees and costs actually incurred thereby, regardless of whether or not suit is brought, or any appeal is taken there from. Without limiting the generality of the foregoing, owners acknowledge and agree 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, pool facilities and/or BBQ area. THE USE OF THE COMMON AMENITIES OR SURROUNDING COMMON AREAS OF THE STRADA CONDOMINIUM IS AT ALL TIMES AT THE OWNERS' SOLE RISK. Cancellation: The Association reserves the right to cancel this Agreement without notice in the event a hurricane watch or warning, or when other acts of God, catastrophe, medical crisis, pandemic, or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall return the Owners' fee and deposit, and shall not be responsible for any costs, expenses or damages that may be incurred by the Owners in connection with the canceled Function.

21. Miscellaneous: In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Collier County, Florida. Neither party to this Agreement shall assign the 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 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 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 Agreement shall be valid unless in writing and signed by all parties hereto. In construing this 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 and all genders. This 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.

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IN WITNESS WHEREOF, the undersigned have executed this Clubhouse Rental Agreement as of the date and year first above written.

THE STRADA CONDOMINIUM ASSOCIATION, INC.

By: _____

Print name: _____

Title: _____

OWNER(S):

By: _____

Print name: _____

By: _____

Print name: _____

Clubhouse Rental Agreement Approval

Management: _____ **Date:** _____

Board: _____ **Date:** _____