

LAGUNA SPRINGS II
526 Spinnaker
Weston, FL 33326
CABANA RENTAL CONTRACT
Revision Date: 8/14/24
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- Reservations must be made two (2) weeks in advance in consideration of the use of premises and other good and valuable considerations, the receipt of which is hereby acknowledged. Renter must be present at function. I understand that I, the renter, unless damage is specifically brought to the attention of property management prior to usage, will assume full responsibility for all damage and misuse to the contents of the rental area on the rental date which includes all permanent furniture and fixtures, door, windows, restrooms, kitchen appliances and equipment (if applicable). The Renter acknowledges and agrees that the Renter's responsibilities and liabilities on the rental date begin with the opening of the Cabana.

- The renter acknowledges and agrees that he/she and his/her guest shall use the facility in such a manner as to not cause any damage or misuse to the facility, shall comply with all laws, rules, and regulations of applicable government authorities with respect to the use of the facility and shall not make, suffer, or permit any unlawful, improper, or offensive use of the facility or permit any nuisance thereon. The renter acknowledges and agrees that no bounce houses, petting zoos, climbing walls, rides, etc. are permitted on the premises. The deposit will be forfeited if these rules are not followed. The Cabana is not available for rental by anybody who is not a homeowner of record in Laguna Springs Two.

- The Cabana rental is only for the clubhouse and patio covered by the awning. The use of the pool and pool deck is not included in the rental and is strictly prohibited

- Renter shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred, or defaced. If said premises, furnishings, or any portion of the Association property shall be damaged by the act, default, or negligence of any of the renters, or of any of the renters' agents, employees, patrons, guest, invitees, or any person admitted to said premises by any of the renters, renter shall pay to Association upon demand such sum as shall be necessary to restore said premises to their present condition.

- The schedules closing time of the Laguna Two Cabana is 10:00 p.m. on Sunday through Thursday and 11 p.m. Friday and Saturday. Maximum capacity of the Cabana is 40 people. Music must be kept at a "background" level and the resident must be always present. All rental functions must be over at the schedules closing times with no exception.

- Laguna Springs II Maintenance Association, Inc.'s events take precedence over rentals. Laguna Springs II Cabana will not be rented on holidays or weekends associated with major holidays unless authorized by the Board of Directors and Property Management office.

- A security damage deposit of \$500.00 is required as well as a \$100.00 nonrefundable use fee. Both fees are due upon signing of the rental contract. Reservations must be made two (2) weeks in advance and all monies paid at this time. A rental date is not secure until the signed contract, deposit, and use fee are received.

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- The security deposit will be returned within twenty-one (21) days after the date of event (rental date) if no damage is incurred. In the event there is any damage or misuse to the facilities, the charge for same will be deducted from the security damage deposit or if not adequate to cover the costs of the damage or misuse, the cost will be assessed to the resident's account. If damages are claimed over the amount of deposit, the renter agrees to pay for same upon receipt of an invoice from the Association for the repairs or misuse. Renter agrees not to dispute the cause of any damage to the facilities, or the time in which such damage occurred.

- **Renters Use.** The Cabana is for the Renter's **use only** and may not be assigned to anyone other than an Immediate Family Member of the Resident living in the Association or an Association resident who is renting a home, under a valid lease, from a Homeowner who is in good standing as a member of the Association. Renter's use of the Facility shall be done in a lawful manner. Renter shall not use or allow the Cabana to be used for any improper, immoral or objectionable purposes, as determined by the Association.

- **Room Set up/ Clean Up/Music Renter** is responsible for all set-ups and all clean-up of the room and of surrounding areas which or Renter's guest, invitees, independent contractors or agents may have used within the reserved time. Renter understands that if any area used is not fully cleaned (including bathrooms) or damaged, the cost of cleaning and damage repair will be retained by the Association from the damage deposit. If the damage deposit is insufficient, Homeowner(s) will be personally responsible for such charges and will be billed accordingly. **Facility setup/clean-up shall be included within the reserved Cabana rental time period and is considered part of the paid Cabana rental.** Any additional set up/clean up time, which is prior to the event or extends beyond reserved time, shall be an additional charge, which shall be calculated pursuant to the fee schedule for Cabana rental rates and supervisor's charges Renter must restrict event and all belongings to the confines of the room(s) rented. Renter must be present at the Cabana from the commencement through the completion of the event or the event may be terminated without notice. No outside speakers are allowed. No glitter or confetti will be used as a decoration either on tables or to throw as part of any celebration. No smoke machines, fog machines, bounce houses, trampolines or other hazardous equipment allowed. No animals or pets of any kind permitted inside the Cabana.

- Any personal property of Resident not removed at the conclusion of the event, shall be deemed to have been abandoned by Resident and to have become the property of the Association, and may be retained or disposed of by the Association, as the Association shall desire

- **Trash and Garbage Removal.** Renter shall be solely responsible for trash and garbage removal from the Facility including the placing of all trash and garbage in containers provided by the Association for such purpose

- All children must be supervised and are not allowed to run round the pool area

- Renters must be in good standing with the Association. Anyone in violation of Association rules and/or owing money to the Association will not be permitted to rent the premises. The rental of any portion of the Laguna Springs Two Cabana is a privilege, not a right. Any violation of the rules and regulations or action causing potential harm or discomfort to any person will result in the immediate loss of this privilege.

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- All rules and regulations of Laguna Springs Two Pool, Spa and Cabana must be strictly always adhered to by any resident, or guest attending a function. Violators will be asked to leave. Party activities must be confined to the cabana and lower deck area, not the lower and pool area. The deposit will be forfeited if the pool is used at any time. All the events for children eighteen (18) and younger must be chaperoned by the responsible adult homeowner).

- In addition to all other remedies available to the Association in the event of violations of renter under the terms of this Contract, Association may deny any renter the exclusive use rights in the facilities in the future. Further, renter acknowledges and agrees that the security deposit described herein may be forfeited t the sole discretion of the Board of Directors of the Association in the event of any violation by renter, renter's family members, guest, agents, employees, invitees, or licensees.

- All additional rental equipment will be the responsibility of the renter to provide. Laguna Springs II Maintenance Association, Inc. will not be held responsible for damage, loss, or misuse due to negligence, misconduct, act, or omission of renter's and/or renter's guests or invitees. Renter must be present at all times. . If the Renter is not present the event may be immediately terminated without notice. Renter is to ensure that all Attendees abide by all Rules and Regulations of the Association. No more than the Maximum Number of Guests, as set forth above, shall be permitted in or around the Reserved Area in connection with the exclusive use granted herein. User shall ensure that neither the Attendees nor the activities involved disturb or interfere with any other function or the use of other community facilities by other residents and their guests

- The renter agrees to indemnify, defend and hold harmless the T & G Management Services, Inc., the Laguna Springs II Maintenance Association, Inc., their agents from all loss, damage, claim, demand, liability, or expense by reason of any damage or injury to persons (including loss of life) or property (real or personal) which may have arisen as a result of or in connection with the use of the facility by the renter or its guests. Furthermore, renter hereby agrees to hold Association and its officers, directors, members, agents, and employees (hereinafter the "Association Parties") harmless and to indemnify Association and Association Parties against any public liability and/or property damage liability which may arise or accrue directly or indirectly, by reason of the use by renter of the facilities. The Association and its management company T & G Management Services, Inc. shall not be responsible for any damage or injury, including wrongful death that may happen to agents, employees, guest, invitees, or licensees of renter or the property, from any cause whatsoever, and renter hereby expressly releases Association and the Association Parties from and agrees to indemnify them against all claims for such loss, damage, or injury, including wrongful death, and further including any attorney's fees which Association may incur whether at the trial level or appellate levels. It is expressly understood and agreed to by the renter and Association that the renters shall further indemnify the Association and the Association parties against all claims for liability occasioned by the Association's negligent act or failure to act by Association, its officers, directors, members, agents, and/or employees. Renter hereby agrees to assume all responsibility respecting the facilities during use under this Agreement, and to assert no claim of coverage under any insurance policy of Association during the period of such use. The Association may require renter to maintain additional insurance coverage if the Association determines, in the exercise of its sole discretion, that additional insurance coverage is warranted. AT THE TIME OF EXECUTION OF THIS CONTRACT, RENTER(S) MUST PROVIDE THE ASSOCIATION WITH A COPY OF THEIR HOMEOWNER'S INSURANCE . POLICY, WHICH MUST INCLUDE LIABILITY LIMITS OF AT LEAST \$250,000.00 The aforementioned insurance requirement is required regardless the alcohol insurance requirements as provided elsewhere in this agreement.

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- Any additions and/or modifications of the Cabana Rental Contract must be stated at the time the contract is signed, must be stated in writing as part of the Cabana Rental Contract, and must be initiated by all parties involved, and must appear on all copies of the contract.
- Renter shall be responsible for returning premises to pre-event condition. Responsibilities include, but are not limited to re-positioning of furniture, removal of all decorations and trash.
- No more than forty (40) guests are permitted in the cabana as per occupancy limitations. No public, or client events are permitted, the cabana is restricted for resident use only.

The Cabana includes:

One bamboo love seat

One bamboo glass top side table

Two fake orchid planter

Three round wooden tables

Twelve bamboo metal frame chairs

One three-person bamboo couch

One oval bamboo glass top coffee table

One bamboo entertainment table

Two large folding leg tables

Twelve fabric metal frame chairs

There is no existing damage to the cabana or its furniture except as noted:

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SECURITY DEPOSIT: \$500.00 (REFUNDABLE IF CABANA LEFT
WITHOUT DAMAGE OR MISUSE) USE FEE: \$100.00
(NONREFUNDABLE)

PLEASE ISSUE TWO (2) SEPARATE CHECKS, BOTH ARE TO BE PAYABLE TO LAGUNA
SPRINGS II MAINTENANCE ASSOCIATION.

Default. In the event the Renter fails to perform or observe any term or condition of this Agreement, the Association may immediately revoke Renter right to use the Facility. The right to terminate Renter's use of the Facility shall be in addition to any other right and remedy now or hereafter provided by law or in equity and all such rights and remedies shall be cumulative. No action or inaction by the Association shall constitute a waiver of a default or termination. No waiver of default or termination shall be effective unless in writing and signed by the Association. In addition, the violation of the Resident of any terms and conditions set forth herein shall constitute a violation of rules enacted by the Association and, subject to the provisions of F.S 720 as amended from time to time, the Association may suspend the Residents use rights for the Clubhouse.

Entire Agreement. This Agreement, and the documents and agreements referred to herein, contain the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, or warranties, or representations, oral or written, express or implied, between them other than as herein set forth. No change or modification of this Agreement or of any of the provisions hereof shall be valid or effective unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

Legal Expenses. If any dispute arises out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs and costs of litigation in addition to any other relief to which it may be entitled.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO THIS RENTAL CONTRACT.

PRINT NAME _____ ADDRESS _____

HOMEOWNER'S/RESIDENT/SIGNATURE:

DATE: _____

E-MAIL _____

PHONE : _____

DATE OF EVENT: _____ TYPE OF EVENT: _____

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STARTING TIME: _____ ENDING TIME: _____

TIME REQUESTED TO SET UP: _____ APPROVAL: _____

OF PEOPLE ATTENDING: _____ WILL IT BE CATERED: _____

NAME OF CATERER: _____

Food and beverage, if desired, must be provided by Resident, bartender or by caterer. If alcohol is to be served, Resident, prior to the event, is responsible for providing to the Association an insurance certificate indicating proof of liquor liability insurance (\$2,000,000.00 minimum coverage). No food or food related items may be left overnight in the clubhouse or outside the clubhouse. Any food left outside during the period of the event must be in pest proof containers

WILL CATER USE APPLIANCES: _____

CATERER/OWNER/RENTER IS REPOSNSIBLE FOR LEAVING KITCHENAND APPLIANCES IN CLEAN ORDER):

WILL MUSIC BE PROVIDED: NAME OF MUSICIAN : _____

WILL ALCOHOL BEVERAGES BE SERVED: BARTENDER NAME: _____

IF YES, THEN A CERTIFICATE OF INSURANCE NAMING THE ASSOCIATION AS AN ADDITIONAL INSURED, MUST BE PROVIDED

BEFORE RENTING THE CABANA). FAILURE TO DO SO WILL VOID THIS CONTRACT.

DO YOU HAVE GENERAL LIABILITY INSURANCE: YES _____ NO: _____

IF YES, PLEASE STATE YOUR INSURANCE COMPANY'S NAME AND AGENT:

PRINT NAME: TITLE:

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RETURN TO:

LAGUNA TWO MAITENANCE ASSOCIATION, INC.

c/ T & G Management Services, Inc

18001 Old Cutler Road, Suite 476

Palmetto, FL 33157

E-Mail: office@tgms.com