

BOATHOUSE RENTAL AGREEMENT

IMPORTANT BEFORE CONTINUE: The property owner must be current on all association maintenance fees and have no outstanding financial obligations to rent the Boathouse.

Instructions:

Fill out the form with all the required information. Each page must be initialed to confirm that you have read and agreed to the contents of the document.

Today's Date _____

HOMEOWNER'S INFORMATION

Owner's Name: _____ Home Phone: _____

Property Address: _____ Cell Phone: _____

Email: _____

TENANT'S INFORMATION (Tenants must also attach a copy of their lease agreement.)

Tenant's Name: _____ Home Phone: _____

Cell Phone: _____ Email: _____

EVENT INFORMATION

Type of Event: _____ Date of Event: _____

Number of Guests: _____ (Max. capacity 80 guests) Time of Event*: _____ to _____

*There is a maximum of FIVE (5) hours per event. Hours of operations are:

Sunday through Thursday from 10:00 A.M. to 11:00 P.M.

Friday & Saturday from 10:00 A.M. to 12:00 A.M. (midnight)

COST PER EVENT & PAYMENT METHOD ACCEPTED

Security Deposit (Refundable)	\$500.00	Refunded (Restrictions apply).
Security Guard Fee (Non-refundable)	\$203.00	
Cleaning Fee (Non-refundable)	\$150.00	
Boathouse Rental Fee (Non-refundable)	\$225.00	Tables, chairs, and cleaning supplies are not included

TOTAL FEES	\$1,078.00	Required to reserve the association's boathouse
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Any amount of time over the 5-hr. limit will cause you to forfeit the entire \$500.00 deposit, plus be charged additional fees of \$100.00 per hour or any part thereof. The rental security deposit may be retained, in whole or in part, to cover the cost of repairing any damage to the interior or exterior of the premises resulting from the event. Please allow up to 3 weeks to receive your security deposit refund by mail.

Money Order or Cashier Check accepted only. Please make it payable to: **Three Lakes POA.**

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PROPERTY OWNERS ASSOCIATION, INC.

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SET UP & CLEANUP

- Setup is permitted on the day of the event starting at 10:00 A.M. All rental chairs and tables must be delivered within this time frame unless alternative in writing arrangements have been made in advance with the property manager.
- A one (1) hour cleanup period is allowed after the event; however, this time may not be used to extend the event.
- Tables and chairs must be folded and placed inside the Boathouse at the southeast corner (next to the south entrance door) to allow maintenance staff to clean the room and restrooms. Do not lean tables, chairs, decorations, or other items at the walls, windows, or doors to prevent damages.
- Trash must be securely tied and placed in the designated bins. Cleaning staff will dispose of it the following day. Leaving broken glass bottles in the room is strictly prohibited to prevent safety hazards.
- All decorations must be removed immediately following the event. Any items left behind—other than tables and chairs—will be discarded early the following morning.
- Tables and chairs must be picked up by your rental company between 8:00 A.M. and 10:00 A.M. the following day. Please coordinate accordingly. The security deposit will be withheld if tables and chairs are not removed by 10:00 A.M.

RULES & REGULATIONS

NOTE: PLEASE INITIAL EACH RULE AT THE END OF EACH SENTENCE

Failure to follow these rules will result in the forfeiture of the entire security deposit.

- A. The use of nails, staples, thumb tacks, or any other attachment devices that puncture the walls, windows, window frames, wood moldings, emergency lights, light fixtures, fire alarm devices, or doors, is strictly prohibited for securing decorations under any circumstances. Strictly prohibited to remove any association's item. Only removal tape may be used to secure decorations to avoid paint peel damage. Air conditioner vents, doors, and should not be blocked.
Homeowner/Tenant Initials: _____
- B. If decorations are not removed including helium balloons that may have floated up to the ceiling or tape is left on wall a fee of \$100.00 will be deducted from your security deposit.
Homeowner/Tenant Initials: _____
- C. The homeowner's event guest must keep inside of the boathouse all the time. Guests are strictly prohibited from accessing any other areas, particularly the gym, boardwalk (outside of permitted use), and other common areas. For wedding events, the boathouse boardwalk may be used for the ceremony for a duration of one (1) hour during the event. During this time, the pathway leading to the gym must remain unobstructed. After the ceremony, all guests, items, and decorations must be relocated back inside the boathouse. Loitering or gathering on the boardwalk or in any common areas outside the permitted time is strictly prohibited. Doors should remain closed—but not locked—to prevent condensation from the air conditioning system.
Homeowner/Tenant Initials: _____
- D. The association reserves the right to exclude/reject any objectionable persons from the boathouse and to terminate resident's use of the Boathouse, if the person or the activity is creating a nuisance to the other residents.
Homeowner/Tenant Initials: _____
- E. The homeowner is fully responsible for any entertainment, caterers, and/or bands they hire. All vendors must set up and operate exclusively within the designated boathouse area. A sound system is available for use during events. Please ask Management for instructions on how to connect and operate it. Homeowner/Tenant Initials: _____

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- F. The property homeowner warrants that the property homeowner and all the property homeowner's guest will comply with local laws, codes, or ordinances of any authority in jurisdiction and will not engage in any activity that may violate provisions of the association insurance policies.

Homeowner/Tenant Initials: _____

- G. Commercial or Subleasing use of the boathouse is strictly prohibited.

Homeowner/Tenant Initials: _____

- H. The property homeowner shall be responsible for any damages done to the boathouse and acknowledges that the association may deduct the amount from the property homeowner's refundable deposit to cover the cost of repairs.

Homeowner/Tenant Initials: _____

- I. Parking is strictly prohibited on the grass, in designated no-parking zones, or in a manner that blocks another homeowner's driveway. Violators will be towed at the vehicle owner's expense by the Association.

Homeowner/Tenant Initials: _____

- J. Events are not to be continued beyond 11:00 P.M. (Sunday through Thursday) and 12:00 A.M. Midnight (Friday & Saturday). Cleanup is to be no later than one hour past the event.

Homeowner/Tenant Initials: _____

- K. No excessively loud music or noises permitted.

Homeowner/Tenant Initials: _____

- L. The property homeowner must be present during the event and is held solely responsible for any damages done to property and recognize that the boathouse use is limited to the kitchen, bathroom and main room.

Homeowner/Tenant Initials: _____

- M. Property owner requesting to rent the Boathouse must schedule an appointment with Management prior to signing the rental agreement. This meeting is intended to address all questions and clarify any details related to the rental. Please note that once the agreement is signed, no further questions or modifications will be accommodated.

Homeowner/Tenant Initials: _____

- N. Pets are not permitted inside the boathouse during event setup or at any time during the event.

Homeowner/Tenant Initials: _____

- O. Property owner or designated person should be at the Boathouse receiving tables and chairs delivery. Property owner should make the proper arrangement informing Guardhouse at 152 ST entrance about the delivery. As well, property owner should provide a list with guest full names at the Guardhouse to allow access in the event day.

Homeowner/Tenant Initials: _____

- P. Bringing any items—including food, drinks, or decorations—other than tables and chairs before 10:00 A.M. on the day of the event is not permitted.

Homeowner/Tenant Initials: _____

- Q. The undersigned acknowledges that the security company, Management, or any member of the Three Lakes POA's board of directors has full authority to terminate the event at its discretion, with or without cause. Failure to comply with the rules outlined above or to follow the instructions of the security personnel or Management or any member of the Three Lakes POA's board of directors, may result in the immediate involvement of law enforcement to enforce compliance.

Homeowner's initials: _____

- R. Bouncing house and any similar items that can represent a safety hazard is not allowed in the boathouse. Bouncing house are not allowed in the common areas neither.

Homeowner's Initials: _____

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- S. Cooking or grilling is strictly prohibited inside and outside. Smoking cigarettes is permitted outdoors only.

Homeowner's Initials: _____

THIS LICENSE AGREEMENT ("LICENSE AGREEMENT") BETWEEN THE LICENSEE AND BOATHOUSE OWNER IS SUBJECT TO THE TERMS AND CONDITIONS BELOW OF THIS LICENSE AGREEMENT:

1. **ALCOHOLIC BEVERAGES:** Alcoholic Beverages may be brought into the Boathouse facility from outside sources only when permitted by law and subject to the requirements of all applicable ordinances, if any. ACCORDINGLY, CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THE BOATHOUSE FACILITY IS AT THE SOLE RISK OF THE LICENSEE. Licensee agrees to unconditionally, fully and completely release the Boathouse Owner, Property Owners Association, and any Club Manager from any and all manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgments, executions and demands whatsoever, respecting the presence or consumption of alcoholic beverages in or about the Boathouse facility, all as more fully stated in Section 6 of this License Agreement.
2. **USE FEES: (If applicable).** THE USE FEES NON-REFUNDABLE (even if the function is subsequently cancelled by Licensee, except as noted in Section 9). "The non-refundable Use Fee Includes the cost of an inspection of the Boathouse facility prior to and after the function to determine the condition of the Boathouse facility.
3. **TAXES:** In addition to the charges set elsewhere in this License Agreement, the Licensee agrees to pay separately any and all federal, state, municipal, or other, taxes imposed on or applicable to the function. For organizations claiming exemption from any of the foregoing taxes, it will be the responsibility of such organization to furnish the Boathouse Owner with evidence of such tax-exempt status.
4. **CONDITION OF PREMISES:** The Licensee is responsible for all damage, expense and repairs required as a result of the Licensee's usage of the Boathouse facility and is responsible for cleaning and restoring the boathouse facility to the condition that existed prior to the function. Any damage, expense and repairs shall be considered Specific Fees and collected as such under the Property Owner Association Covenants. If the Boathouse facility subject to this License Agreement, after inspection by a representative of the Boathouse, Board Member Owner, is deemed to be in good order (no damage, clean, and restored to the condition existing prior to the function), the full amount of the refundable Deposit shall be refunded. If any damage, theft or loss of equipment is found or if janitorial services are required, such costs for repairs, replacement and expenses will be considered Specific Fees. The Licensee is liable for all costs of repairs, replacements and the expense of janitorial services in full and such expenses and costs will be taken out of the Refundable Deposit. If the Refundable Deposit is less than such expenses and costs, the additional amounts will be collected as Specific Fees, as provided in the Property Owner Association Covenants, and Licensee shall reimburse the Boathouse Owner such additional amounts. In the event that the Boathouse Owner must bring an action for damages against Licensee, Licensee shall pay all attorney's fees, paraprofessional fees and court costs, at trial and upon appeal, of the Boathouse Owner.
5. **ASSUMPTION OF LIABILITY:** Licensee assumes all responsibility for the use of the Boathouse facility and holds the Boathouse Owner, any club member, Property Owners Association (collectively, the "Indemnified Parties") harmless for any damages, injuries, losses, or other consequential damages incurred by the Licensee or their guests as relates to the use of the Boathouse facility] The Licensee assumes all responsibility for the conduct of all persons in attendance and for any damage done to any part of the Boathouse facility during any such time that the Boathouse facility is under the control of the Licensee, on the agents, invitees, employees or independent contractors employed by the Licensee. The Licensee hereby indemnifies and holds harmless the Indemnified Parties against any claims, liabilities or costs (including reasonable attorney's fees, paraprofessional fees, insurance deductibles, and court costs), whether by reason of personal injury or death or property damages or otherwise arising out of or connected with the function of this License Agreement, caused or contributed to by the negligence of the Licensee or any guest, invitees, or agents of the Licensee respecting the function of this License Agreement.
6. **NON-COMMERCIAL USE:** The use of the Boathouse facility is for noncommercial, lawful uses only. The Licensee shall undertake to conduct the function in an orderly manner in full compliance with all applicable

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laws and regulations.

7. **PARKING:** All Parking Area Rules are to be observed by the Licensee and their guests.
8. **ACTS OF GOD:** If for any reason beyond the Boathouse Owner's control, including but not limited to strikes, labor disputes, accidents, governmental regulations, lack of supplies, acts of war, acts of God, hurricane, hurricane warnings, tropical storm, or tropical storm warnings, the Boathouse Owner is unable to perform its obligations under this License Agreement, such nonperformance shall be excused and the Boathouse Owner may terminate this License Agreement without further liability of any nature, and shall return to the Licensee the Use Fee and Refundable Deposit. In no event shall the Club Owner be responsible for damages of any nature for any reason whatsoever, including *without* limitation, consequential or indirect damages.
9. **CANCELLATIONS:** If the Licensee cancels the function or otherwise terminates this License Agreement, or if this License Agreement is terminated by the Boathouse Owner for breach thereof by the Licensee, the Boathouse Owner shall be entitled to retain, as liquidated damages, the entire amount of the Refundable Deposit and the Use Fee, if any, to cover the administrative expenses and lost revenue of the Boathouse Owner.
10. **NO ASSIGNMENT AND ADULT SUPERVISION:** This Agreement is not assignable. The Licensee must be an adult and be in attendance at the function at all times.
11. **DISPLAYS:** All displays and/or decorations proposed by the Licensee shall be subject to the prior written approval of the Boathouse Owner in each instance. Any property of the Licensee or the Licensee's guests or invitees brought into the Boathouse facility and left therein, either prior to or following the function, shall be at the sole risk of the Licensee, and the Boathouse Owner shall not be liable for any loss or damage to any such property for any reason.
12. **FURNITURE:** The furniture within the Boathouse facility ("Furniture") may be arranged by the Licensee for the duration of the function. At the conclusion of the function, the Furniture must be returned to its original location. Under no circumstances may the Furniture be stacked on top of other Furniture, placed outside, or stored within the Fitness Center.
13. **SECURITY:** In order to maintain adequate security measures in light of the size and nature of the function, the Boathouse Owner will provide, at Licensee's expense, security staff. The access to the premises will be restricted only for the party personnel. The security personnel are to coordinate with the Boathouse Owner, or its agents, and shall concern themselves only with access to the space reserved hereunder, restricting their presence to those areas of the Boathouse facility.

By signing this agreement, the renter confirms that they have read, understood, and agree to abide by all rules, regulations, and conditions outlined herein. The renter assumes full responsibility for ensuring that all event attendees comply with these terms. Non-compliance may result in penalties, additional charges, or the loss of future rental privileges.

At the sole discretion of Management, the Security Guard, or any Board Member, the renter may be required to remove or relocate any decorations, items, or to cease any activity deemed a safety hazard, non-compliant with community guidelines, or not permitted under the terms of this agreement.

The duties of the Security Guard are limited to assisting the renter with adjusting the air conditioning thermostat, directing guests to appropriate parking areas, and ensuring that all rules outlined in this agreement are followed by the renter and their guests. If a guest needs to use the restroom and the boathouse bathroom is occupied, the Security Guard may temporarily unlock the gym door to allow access to the gym restrooms. Once the restroom has been used, the guest must promptly return to the boathouse room, and the gym door must be securely locked immediately afterward.

The undersigned further acknowledges that the Board of Directors and/or Management Company reserves the right to withhold all or part of the security deposit to cover any damages, repairs, or expenses incurred if the facility is returned in an unsatisfactory condition, or if the event causes a disturbance to another scheduled event or to Management. If the cost of repairs exceeds the amount of the security deposit, the homeowner of record at Three Lakes POA will be held financially responsible

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for the remaining balance.

The Association and Management Company are not liable for any personal belongings or rental items left behind. The homeowner agrees to indemnify and hold harmless the Association and Management Company from any claims, losses, or liabilities arising from the use of the facility.

The Board of Directors and Management reserve the right to modify or update the terms of this agreement at any time, including after it has been signed. Any such changes shall take immediate effect, and the renter agrees to comply with all updated rules, procedures, or requirements as determined by the Association.

I have read the above rules and regulations and acknowledge them.

Property Address: _____ Today's date: _____

Owner's Name: _____ Owner's Signature: _____

Tenant's Name: _____ Tenant's Signature: _____

MANAGEMENT USE ONLY

HOA dues current YES _____ NO _____

Type of event: _____ Event's date: _____

Event's time: _____

Security Deposit received: Date _____ Amount: _____ # _____

Other fees received: Date _____ Amount _____ #: _____

Note: _____

Management approval: Signature _____