

Winston Trails Swim and Racquet Club Rental Agreement

CRITERIA

Only Winston Trails Homeowners are eligible to rent the facility, subletting the rental of the facility will not be permitted.

Homeowners must be in good financial standing with no violations on their account.

The Winston Trails Foundation (also referred to as the Board of Directors) reserves the right to cancel the reservation prior to the event if the financial standing or violation status of the Homeowner changes prior to the event.

The renting Homeowner must be at least 21 years of age.

DISCLOSURES

Winston Trails Foundation may cancel this Agreement at any time due to acts of God, disaster or if the sole opinion of the Winston Trails Foundation deems it necessary to do so. Any deposits paid will be returned in full within 14 business days.

Winston Trails Foundation reserves the right to grant or deny any rental and to determine what times the Club may be rented. In scheduling use of the Club, all Winston Trails Foundation functions will take precedence over private functions.

Winston Trails Management, the Board of Directors, Security, Security Committee members or Clubhouse Committee members have the right to be present or visit the clubhouse during the event to observe that all rules and policies are being enforced. If during the visit any rule or policy violations are observed, they reserve the right to enforce the rule/policy and/or end the function with loss of deposit.

The Winston Trails Foundation is not responsible for damages or loss to any individual or attendee, or merchandise or articles, because of the rental of the Clubhouse, whatever the cause. The Homeowner indemnifies and holds the Winston Trails Foundation, its officers, directors, property managers, agents and/or assigns harmless as involving any claims, damages, injuries, fines, penalties, attorney's fees, and costs as involving any third party including without limitation Homeowner's family, guests, employees, invitees, contractors or agent. Should it be necessary to enforce any aspect of this agreement in a court of law, venue shall be laid in a court of competent jurisdiction in Palm Beach County, Florida and the prevailing party in any such action, including without limitation all pre-litigation attorney's fees and costs, shall be entitled to an award of all such attorney's fees and costs incurred.

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Rules & Regulations

- 1) This agreement is non-transferable. The Homeowner renting the Clubhouse must be present for the duration of the event, and act as a responsible supervisor always- no exceptions will be granted. The Homeowner agrees to be responsible for all liability, damages or injury occurring on the premises and surrounding common areas caused directly or indirectly by the Homeowner, homeowner's family, guests, invitees, employees, vendors or other agents, including without limitation, anything occurring during the specified time of the function, setup and/or clean up time. The Homeowner will ensure that the activities involved in the function do not disturb or interfere with any other function or use of Winston Trails common areas by other residents and their guests.

The Homeowner is to ensure that all family, guests, invitees, employees, contractors and agents abide by all Rules & Regulations of Winston Trails & this Agreement. Failure to do so may result in termination of the event, future events and forfeiture of rental fee and security deposit.

- 2) The rental hours are limited to **Monday-Friday 5PM-12AM, Saturday and Sunday 8AM-12AM** with a maximum capacity of **50 (fifty)** attendees. Rental reservations are by the day and the rental space is limited to the Clubhouse building ONLY. The use of commons areas such as the exterior parking lot, exterior clubhouse entrance, pool area, cabana, picnic area, tennis courts, playground and any other common spaces are prohibited. The parking lot may be used for guest and vendor parking only.
- 3) Admission charges are not permitted for any event.
- 4) All reservations must be made at least 30 days in advance of the event through the management company. A deposit of **\$500.00** will be due at the time of reservation, deposit must be paid by check and management will not cash the check until deemed necessary.
- 5) Notification of cancellation must be submitted in writing no less than 7 days prior to the agreed upon event date to receive any deposit refund, and no less than 30 days to receive a full refund. Cancellations made within 21 days of the event will receive 75% of the deposit, 14 days will receive 50% of the deposit and cancellations within 7 days will receive 25% of the deposit. Any cancellations less than 7 days from the event will not receive any refund. All refunds will be dispersed within 10 business days of the cancellation.
- 6) All event guests, vendors and contractors must be registered on the GateAcees.net by the Homeowner. Party guests, invitees, employees, contractors or any other agents are not permitted to use or to be left unattended in the Clubhouse or any common areas of Winston Trails, except the interior Clubhouse restroom facilities. The use of the parking lot, pool area, picnic area, tennis courts and playground are prohibited.
- 7) All vehicles must park in the Clubhouse parking lot only, vehicles not parked in the designated area will be ticketed and possibly towed. Trailers and/or recreational vehicles, food trucks, etc. are not permitted without prior management approval.

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- 8) The Homeowner must obtain an insurance policy for the event with a minimum of \$1.0 million in general liability from Markel American Insurance Company, or an insurance company picked by the owner, at the owner's expense. Proof of insurance is required at time of application. <https://www.markelinsurance.com/event>
- 9) External vendors such as caterers, equipment rentals and entertainment providers must be approved by Winston Trails Management and all outside vendors are required to provide no less than \$1,000,000.00 of Florida liability insurance. It is the owner's responsibility to make any contracted workers aware of the insurance requirements. All agreements and fees with outside vendors are the responsibility of the Homeowner only. Use of outside vendors or services without approval will result in a loss of the refundable deposit. The following is not permitted: fake snow, foam or confetti use; water slides or rides; bounce houses; moving rides or mechanical amusement rides; trampolines or bungee rides; use of live animals; or any other activity the Board of Directors or Management deems is unsafe or destructive to people or property.
- 10) All food served at the function must be provided by the owner or a professional caterer. Catering information and proof of insurance will be necessary at time of application. Caterers may be allowed to use their delivery vehicle and park on premises; however, all food preparation must occur inside the Clubhouse. The kitchen facility includes a refrigerator, microwave and toaster oven only. Failure to follow these guidelines may result in forfeiture of all or part of your deposit. Winston Trails is not responsible for power outages due to caterer's equipment
- 11) Any live entertainment (DJ, Band, etc.), and proof of insurance, must be provided in writing on the application prior to approval. Pursuant to the Palm Beach County Noise Ordinance, excessive sound levels are prohibited at the Clubhouse and surrounding common areas at all times. A maximum of 35 decibels (DB) shall be permitted until 10:00PM on weekdays and 11:00PM on weekends and holidays to avoid disturbance of adjacent residential areas. Use of outdoor loudspeakers, sound systems or similar devices is prohibited and may only be used inside the Clubhouse. All entertainment service fees are the responsibility of the Homeowner and are not included in the rental fee or deposit. In all sound related matters, the decision of the Board of Directors or Management shall be final. Failure to abide by this ordinance may result in forfeiture of all or part of your deposit.
- 12) **No signs will be permitted at anytime on Winston Trails property.**
- 13) A pre-party and post-party inspection of the Clubhouse is required by both management and the owner. If on the day/night of the event, any damages are found, please contact Security and email Winston Trails Management a description with photos of the damage. To report any damages after an event, please email Winston Trails Management a description of the damages as well as photos. Management reserves the right to conduct a post-party inspection and hold the owner accountable for any or all damages.
- 14) Security will be responsible to unlock and lock the doors to the clubhouse. Please text them at 561-518-9107 if you need further assistance.

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- 15) The Clubhouse is equipped with security cameras, owners, homeowners' family, guests, invitees, employees, vendors or other agents **may not cover, tamper or disable** the security cameras. Failure to abide by this rule will result in loss of the full deposit.
- 16) Alcoholic beverages are permitted only during the reserved event. Alcohol is not permitted in the parking lot, pool area, picnic area, tennis courts, playground or any other Winston Trails common area. No alcoholic beverages may be served to any person under the age of 21 and alcohol may not be sold during the event.
- 17) Smoking of any kind is NOT permitted inside any part of the Clubhouse, or in any recreational area including but not limited to the exterior clubhouse entrance, pool area, picnic area, tennis courts, playground and surrounding common areas. This includes cigarettes, vape pens, cigars, pipes or any other smoking substance.
- 18) Service animals are permitted in the Clubhouse provided such animals are properly licensed and/or certified as a service animal to work or perform tasks for person(s) with a disability. Any other type of pet will not be permitted.
- 19) Barbequing, grilling and/or cooking of any kind is prohibited in the surrounding areas of the clubhouse.
- 20) The use of items such as silly string, rice, bird seed, glitter, water balloons, foam, all types of confetti or any other material that can damage the Clubhouse is strictly prohibited.
- 21) The use of staples, nails, tacks and screws are prohibited anywhere in the Clubhouse. All forms of tape are permitted only. Any damages to the paint, etc., from the use of the tape will be the responsibility of the owner.
- 22) Under no circumstances should any furniture, equipment or any other items be removed from the Clubhouse premises. The Clubhouse is rented as is, signs, decorations, and event promotions for Winston Trails events may not be removed, without prior written approve from Management.
- 23) Owners are responsible to remove all trash from the premises at the end of the event.
- 24) Homeowner must use personal cleaning supplies to clean up all areas of use. All furniture must be returned to its original position and all food and personal items must be removed from the Clubhouse, floors must be swept and vacuumed. An inspection will be made of all the facilities by Management or the Board to determine if any damage has occurred. The \$1000.00 deposit will be refunded only after the facility has been inspected and found to be in good order. It is also understood and agreed that any damage to the facility, its furnishings and equipment therein that is more than the security deposit shall be the Homeowner's responsibility.
- 25) It is at the sole discretion of the Board of Directors and Management to determine if the full amount of the security will be returned to the Homeowner. All checks will be returned within a 14-day period.

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- 26) 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 Palm Beach 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.

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RENTAL FEES

The Board of Directors reserves the right to change all fees as needs require. violations. All checks for the rental fee and deposit should be made payable to WINSTON TRAILS HOA:

Security Deposit - \$500.00

Rental Fee - \$225.00

These fees DO NOT include the cost of required liability insurance. All fees are due at time of submission of application. Return check fees will be the responsibility of the Homeowner, and if not paid, will be brought before the Fining Committee for disposition.

AGREEMENT ACKNOWLEDGEMENT

I, the undersigned Homeowner, certify that I have read the Winston Trails Swim & Racquet Club Rental Agreement, including disclosures, Rules and Regulations and rental fees. I agree to the terms set forth above and assume responsibility for the enforcement of this Agreement. I agree to pay for all repairs and damage to the building facilities and/or equipment resulting from or related to the use of the Clubhouse and to pay the cost to replace any furniture, fixtures, equipment, landscaping resulting from or related to the use of the Clubhouse.

I, the undersigned Homeowner, understand that the Clubhouse is an unsupervised facility, and the safety and security of my guests is my responsibility. Absolutely no underage drinking is permitted.

I further agree to indemnify and hold harmless Winston Trails Homeowners Association, Winston Trails Foundation, Campbell Property Management, its members, officers, directors and agents from any and all losses, claims, damages, liabilities, expenses, attorney's fees and costs and obligations arising out of and related to injury to or death of any person, or damage to or loss of any property occurring as a result of, related to, or in connection with the use of the Clubhouse facilities by me, my contacted vendors and/or my guests.

I understand that my deposit will be forfeited if the facility is not adequately cleaned and for any and all damages resulting to the Clubhouse and surrounding areas from me or my guests' actions.

Homeowner Signature: _____ Date: _____

Homeowner Signature: _____ Date: _____