



RECREATION CENTER RENTAL AGREEMENT

Agreement made on the _____ day of _____, 20____, between _____ residing in Lot no. _____ (hereinafter "Lessee") and THE COLONY AT BOYNTON BEACH (hereinafter "Lessor").

WHEREAS, there is at The Colony at Boynton Beach a recreation center suitable for social functions, and

WHEREAS Lessee wishes to use the Recreation Center for a social function on _____, from _____ to _____ for a total of _____ hours. For a _____ with attendance to be _____ persons.

WHEREAS, The Colony at Boynton Beach is willing to accommodate such use by Lessee,

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, it is agreed as follows:

Lessee, who must be a resident Homeowner of The Colony at Boynton Beach, must be present during the entire function, and will be responsible for the conduct of the guests, as well as clean-up and any damages. The Gym Area may not be used during the function for set-up, storage, or recreation. No food or beverages are permitted to be carried into the Gym Area. Maximum occupancy not to exceed _____ people.

Function is a personal affair. The Agreement must be signed by a resident Homeowner who is solely responsible for the affair. Homeowner must be current on all Association dues, fees, or fines and have no outstanding violations pending resolution with the Association.

There shall be ABSOLUTELY NO SMOKING in the Recreation Center, or anywhere inside the building, as they are smoke-free areas. The security deposit shall be forfeited if the Homeowner fails to enforce this rule.

Lessee, and a member of the staff shall inspect the Recreation Center BEFORE the function, and will note the condition thereof. The Recreation Center is to be left in the same condition at the completion of the function.

1. **Rental and Clean-up Charge:** Upon execution of this Agreement, Lessee shall deposit with The Colony at Boynton Beach, the sum of Two Hundred Fifty dollars (\$250.00) representing the clean-up/damage deposit, made payable in one check.

If clean up or damages exceed the \$250.00, Lessee agrees to pay the balance of cost, and shall be liable as set forth in Paragraph 3.

Use of Recreation Center is available to residents providing it is not being used by the Association for its own function/use. The approval of Recreation Center use must be obtained by the Association.

Your use of the Recreation Center may not run past the permitted 8 hours (including your set-up and breakdown of the center).



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2. **Additional Costs:** Lessee shall be responsible for all costs associated with its function, including without limitation, catering costs.

3. **Liability of Lessee and Indemnification:** Lessee shall be liable to, and reimburse The Colony at Boynton Beach for any and all damages to the Recreation Center, pool, pool deck, and surrounding areas caused by Lessee, their guests, employees of the Lessee, or invitees, including damage to any property, or injury to, or death of, any person. In the event that Lessee does not pay such costs, expenses, claims, and damages within a period of thirty (30) days after demand for same is made, such costs, expenses, claims, and damages shall be specifically assessed as an additional assessment against Lessee's homeowners maintenance. In the event that such assessment is not paid within sixty (60) days, Lessee shall further be obligated to recompense The Colony at Boynton Beach for any and all fees necessitated by attempting to recover such costs, expenses, etcetera, from Lessee including but not limited to reasonable attorney's fees and costs of suit.

4. **Force Majeure:** In the event that the Recreation Center shall not be available for use on the date set forth in Paragraph 1 for any reason beyond the control of The Colony at Boynton Beach, including, without limitations, fire, act of God, strike or labor trouble affecting The Colony at Boynton Beach, or any rule, order, or request of any governmental agency or body which would prohibit the user of the Recreation Center, then The Colony shall so notify Lessee and return the full Two Hundred Fifty dollars (\$250.00) deposit and clean-up fee to Lessee and neither The Colony, Lessor, nor Lessee shall have any further rights or obligations to each other under this Agreement.

5. **Assignment:** Lessee may not assign this Agreement without the prior written consent of The Colony.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first above written.

LESSEE(S)



REQUIREMENTS FOR RECREATION CENTER RENTAL

- To be eligible to reserve the Recreation Center for a function, homeowner must be current on all Association dues, fees, or fines and have no outstanding violations pending resolution.
- Homeowner must be present at all times during the function and must ensure that guests conduct themselves appropriately, respecting other homeowners and community property.
- Homeowner does not have exclusive rights to common areas; other homeowners may use the common areas, such as the pool, gym, and restrooms, as the function is in progress.
- Homeowner is in charge of letting guests in the gate. Homeowner can designate someone to be available at the number in the gate directory or at the gate to let guests in.
- Homeowner must ensure that guest parking does not congest the streets near the clubhouse and that the streets remain clear for safe passage by emergency vehicles.
- The gym may not be used during the function, for set-up, storage, or recreation.
- No smoking is allowed in the clubhouse.
- No glass containers or bottles are allowed in the pool area.
- Homeowner must clean up the clubhouse and pool area after the function and take trash with them, or (if on a Sunday or Wednesday only) trash must be moved to the curb for pick-up the following morning.
- Homeowner may not exceed time allotted for the function, including clean-up time, and function may not extend past dusk.