

LIVINGSTON LAKES ASSOCIATION, INC.
“Club Room”
RENTAL AGREEMENT

This Livingston Lakes Association, Inc. Rental Agreement (“Agreement”) is by and between _____, (“Homeowner”) who must be in good standing (all assessments, fees, dues and accounts are current and use privileges are not suspended) and Livingston Lakes Association, Inc. (“Association”).

Rental Provisions:

NAME OF REQUESTING HOMEOWNER(S):	ADDRESS OF HOMEOWNER(S):
HOME PHONE #:	RENTAL DATE:
CELL PHONE #:	
HOURS OF FUNCTION: _____ TO _____	NUMBER OF PEOPLE ATTENDING: _____
SECURITY DEPOSIT: \$250.00 Check # _____	CLEANING FEE: \$150 Check # _____

1. Homeowner unconditionally agrees to the following conditions of rental:

a. Homeowner's Use Only. Rental of the Club Room located in the Livingston Lakes Clubhouse and depicted in Exhibit “A” attached hereto (“Club Room”) is for Homeowner's use only and may not be assigned to anyone other than a spouse, significant other and unmarried children under the age of 25 who are living in the Homeowner’s Residence, attending school full time, or serving in the military (“Immediate Family Members”). Notwithstanding the foregoing, the Homeowner may only assign its use rights to the Club Room to an Immediate Family Member over the age of 21 or their tenant.

b. Rental Approval. Association will accept this Agreement subject to review of Club Room records to determine availability of the Club Room, the good standing of Homeowner, and whether Homeowner has previously rented the Club Room without incident.

c. Damage to Club Room. Homeowner is responsible for all damage, expense and repairs required as a result of Homeowner's usage and the cleanup of the Club Room so that it may be brought back to the condition it was in at the time it was inspected prior to the function. If any damage is found, the Homeowner is liable to pay for the damage in full within ten (10) days after notification from Association of the total costs to repair the Club Room. If the Homeowner does not provide full payment for the damage as set forth above, the Association may take appropriate legal action.

d. Assumption of Liability. Homeowner assumes all responsibility and liability for the use of the Club Room and holds the Association, affiliates, subsidiaries, officers, directors, stockholders, members, employees and agents harmless for any damages, injuries, losses or other consequential damages incurred by Homeowner or their guests as related to the use of the Club Room. Homeowner shall provide Association with a Certificate of Insurance evidencing Commercial General Liability coverage, showing

LIVINGSTON LAKES ASSOCIATION, INC.
“Club Room”
RENTAL AGREEMENT

the Association as additional insureds with the following minimum limits of One Million and 00/100 Dollars (\$1,000,000) any one occurrence / aggregate, Five Hundred Thousand and 00/100 Dollars (\$500,000) Personal & Advertising Injury, Five Hundred Thousand and 00/100 Dollars (\$500,000) Property Damage and Ten Thousand Dollars and 00/100 (\$10,000) Medical Expense (any one person) in connection with any outside vendor contracting with Homeowner in connection with the use of the Club Room. If Homeowner fails to produce said Certificate of Insurance to Association prior to the date of the function, said outside vendor shall not be permitted to provide services.

e. Limitations. This Agreement is for the use of the Club Room as set forth in Section 1 above. The Club Room furnishings may not be removed from the Club Room. The Club Room will close no later dusk, pursuant the Governing Documents. Under no circumstances shall the function terminate beyond the time contracted for. In the event a function exceeds the time specified on page 1 hereof and as set forth in this Section 1. f., the Homeowner shall not be permitted to reserve the Club Room for Twenty-Four (24) months after the date of the function.

There is absolutely no smoking or open candles permitted anywhere in the Club Room.

Deliveries will not be accepted prior to the day of the event. Materials/rentals which are not picked up the same day will not be held past 9:00 a.m. the following morning as the Club Room may be rented daily.

Club Room will be available to Homeowner’s decorator and/or Homeowner two (2) hours prior to the Event. Decorations, signage or displays brought into the Club Room by Homeowner or its agent must be approved in writing by Association prior to its arrival. Items may not be attached to any stationary wall, floor, windows, or ceilings with nails, staples, tape or any other substance in order to prevent damage to the fixtures and furnishings. Homeowner may use equipment including the refrigerator, storage cabinets, coffee maker (if applicable), sink, disposal, dishwasher, microwave in the kitchen, together with the bar, TV and fireplace.

f. Rental Purpose. The use of the Club Room is for use by Homeowners and restricted to non-profit and lawful uses only.

g. Fees/Payments. There is a cleaning fee and a security deposit for the use of the Club Room. If it is deemed by the Association that cleaning services are necessary following the event above and beyond the cost of the standard fee, the security deposit will be used to pay for cleaning. Cleaning fee is subject to change.

h. Minors. Use of the Club Room by persons under 21 years of age can only occur with direct supervision of the Homeowner executing this Agreement.

i. Attorneys Fees and Costs. Homeowner agrees to pay reasonable attorneys’ fees and costs incurred by Association in the enforcement of this Agreement.

j. Parking. All parking area rules are to be observed by Homeowner and their guests.

k. Trash Removal. All trash must be removed from the Club Room by the Homeowner following the event.

l. Rules and Regulations. Homeowner agrees to abide by the terms set forth herein as well as any Association Rules and Regulations, as amended from time to time.

LIVINGSTON LAKES ASSOCIATION, INC.
“Club Room”
RENTAL AGREEMENT

X _____

Homeowner's Printed Name: _____

Date: _____

X _____

Homeowner's Printed Name: _____

Date: _____

LIVINGSTON LAKES ASSOCIATION, INC.

By: _____

Its: _____

Dated: _____

Please do not write below this line.

Approved by: _____

Notice sent on _____

Date Approved: _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.

15090 Palmer Lake Circle, Naples, FL 34109

Email: manager@livingstonlakescondo.com

Revised 11/27/2023