

**Cove Isle Community Association, Inc.**  
c/o Avant-Garde Management  
2688 SE Willoughby Blvd., Suite 101, Stuart, Florida 34994  
Office: (772) 320-9617

**Clubhouse Reservation Application & Agreement**

Resident's Name \_\_\_\_\_ Address \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Email: \_\_\_\_\_

Date of Event \_\_\_\_\_ Hours of Event \_\_\_\_\_ (Maximum 5 hours)

Type of Event \_\_\_\_\_

Estimated total number of persons: \_\_\_\_\_ (Maximum 75) Adults \_\_\_\_\_ Children \_\_\_\_\_

**Note:** Adults 18 years of age or older must supervise anyone younger than 18 while in the clubhouse or anywhere on the Association's grounds.

Will food be served? Yes \_\_\_\_\_ No \_\_\_\_\_ Will alcoholic beverages be provided? Yes \_\_\_\_\_ No \_\_\_\_\_

If alcoholic beverages are to be on the premises during this specific function, the undersigned Resident must purchase event insurance with general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and Cove Isle Community Association, Inc. endorsed as an additional insured. Attach a copy of the certificate of insurance to this application.

**Note:** The undersigned Resident is responsible for the conduct of all guests including ensuring that alcoholic beverages will not be served to minors. Resident must also ensure that alcoholic beverages are removed from the premises immediately after the function. Resident acknowledges that if alcoholic beverages are present at the function they were not sold or brought in by the Association.

Will vendors be hired? (Caterers, DJ's, Entertainment, etc.) Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, attach a copy of the vendor(s)' license, certificate of insurance, and business card for each vendor. Vendors are required to have liability insurance in the amount \$1,000,000 or more.

The undersigned Resident acknowledges receipt of the attached Terms and Conditions and agrees to abide by them in full.

This agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Resident Signature

**FOR OFFICE USE ONLY**

Date Received

DATE STAMP
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Damage Deposit Check # \_\_\_\_\_ Reservation Fee Check # \_\_\_\_\_

Reservation Approved/Denied on: Date: \_\_\_\_\_

- Approved
- Approved with Conditions: \_\_\_\_\_
- Denied (Reason): \_\_\_\_\_

Inspection Conducted & Deposit Refund Approved by: \_\_\_\_\_

Inspection Notes/Deduction(s): \_\_\_\_\_

## Terms and Condition of Use

In agreement to reserve the Cove Isle clubhouse, Resident must be in good financial standing with the Cove Isle Community Association Inc., (Association), have no outstanding violations, and agrees to adhere to and comply with all rules, requirements, guidelines, fees and deposits for the reservation. A mandatory walk-through of the facilities with an Association representative (clubhouse committee member, Board director, or community association manager) will be conducted before and after the event. Resident must be present at all times during the function.

The exclusive use of the clubhouse great room, game room, and covered patio are available for rental for personal events only. The pool and uncovered patio areas may not be reserved as part of this agreement as these areas are open to all residents and guests at all times. Rental for functions for outside or commercial organizations/associations are not permitted. Rental dates and times are subject to availability and approval. Only one (1) event will be held per day regardless of the length of the function. The clubhouse is not available for private functions on holidays, holiday weekends, or special occasions as follows:

- Easter
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Christmas Eve/Day
- Halloween
- New Year's Eve/Day

Resident and guests must comply with all posted rules and regulations including capacity limits, requirements for adult supervision of minors, hours of operation, etc. The clubhouse limit for private rental purposes is 75 persons. The hours of operation for the clubhouse are 8:00 a.m. to 11:00 p.m. The air-conditioned area is designated as tobacco-free.

### Reservation Fees and Deposits:

A non-refundable **reservation fee** of **\$50.00** will be charged for the exclusive use of the clubhouse. In addition, a **\$500.00** deposit is required and will be refunded after inspection, provided there has been no damage or loss in the following areas: (including, but not limited to) clubhouse rooms, kitchen, restrooms, pool, and other recreational areas. All areas must be left in a neat, clean, and orderly condition. Clean-up after the function should be conducted the same day of the event. Upon request and clubhouse availability, resident may be granted the extension to complete the clean-up process by 12 noon the following day. If a reservation is made under fraudulent means or omission/error it may result in forfeiture of the deposit.

Two personal checks, one each for \$50.00 and \$500.00, respectively, signed by Resident and payable to Cove Isle Community Association, Inc., must be submitted, along with this signed Agreement, to Avant-Garde Management. Upon receipt of the reservation fee, deposit, and the signed Agreement, Avant-Garde Management will confirm the reservation if the application is approved.

**Note: Deposit checks will be cashed. Refunds will be issued within 30 days after inspection if there is no damage or loss.**

### Reservation/Cancellation Policy:

Reservations are required and must be submitted no less than thirty (30) days in advance of the function date. Reservations will not be accepted earlier than twelve (12) months before the date of the event. Reservations may be cancelled by the Resident up to fourteen (14) days prior to the event, in which case, both the reservation fee and deposit will be refunded in full. If cancelled after that time, the reservation fee will not be refunded. Only two (2) reservations per household may be active at the same time.

The Association will not assume or accept liability for losses due to any catastrophic event or acts of God that cause the recreation area to be closed. If the recreation area is closed due to a catastrophe or act of God prior to the event, the reservation fee and deposit will be refunded in full.

### Set-up/Decorations/Clean-up

**All Areas:** All set-ups of tables, chairs and decorations, as well as clean-up, must be in accordance with the following:

**General:** The air-conditioned area is designated as tobacco-free. Fireworks are not permitted. Glitter, confetti (paper and metallic), rice or bird seed are not permitted to be used or placed as decoration on tables. Nothing may be mounted or affixed to the clubhouse walls or ceiling or set up outside the clubhouse, on the patio, pool deck, etc.

Tables and chairs used must be cleaned and placed in their original arrangement. Glass containers of any kind (soda and beer bottles, bowls, dishes, etc.) are strictly prohibited anywhere inside the fenced pool area; only plastic are permitted. The perimeter of the clubhouse, pool area, and playground must be free from any trash or debris left by guests. When vacating the premises the A/C thermostat is to be reset to 80°F with the fan set to "AUTO" and the function set to "COOL," and all clubhouse lights are to be turned off.

**Kitchen:** The Association does not provide kitchen cleaning materials, such as towels, cloths, soap, detergent, potholders etc. Resident or the caterer must provide these items. All counters, sink, refrigerator, etc. must be cleaned and all faucets verified to be properly shut off (not running or dripping).

Microwave oven, refrigerator/freezer, sink, counters, and cabinets must be emptied of all unused materials and cleaned. The kitchen floor must be broom swept and mopped.

**Carpet Areas:** All carpeted areas must be vacuumed. Spot clean any new stains.

**Restrooms:** Restrooms must be left in a neat and orderly condition with all sink faucets verified to be not running.

**Trash:** All trash and debris must be bagged and removed. Any trash or debris left will be removed by the Association and a cleaning charge will be deducted from the deposit.

**Music:** No loud entertainment and/or music are permitted. If you can hear music or loud noise outside the clubhouse, it is considered too loud and in violation of this rental agreement and subject to fines, forfeiture of future use of the clubhouse and/or appropriate legal action.

**Function Hours:** Reservation of the clubhouse reserves the exclusive right beginning two (2) hours prior to the scheduled event. Maximum hours of the event will be five (5) hours. Resident must complete clean-up, and vacate the clubhouse no later than 12:00 midnight. Upon request and clubhouse availability, resident may be granted the extension to complete the clean-up process by 12 noon the following day.

**Indemnification:** Resident agrees to defend, indemnify and hold harmless the Cove Isle Community Association, Inc., its officers, directors, members, contractors, agents, and employees from and against any suit, claim, loss or cause of action arising out of, or in conjunction with, the utilization of the clubhouse, or the areas in proximity to the clubhouse, including the pool, the pool deck, the patio area, etc., by Resident or guests pursuant to this agreement. In addition, Resident agrees to reimburse The Cove Isle Community Association, Inc. for any and all damages or loss to, (including but not limited to) equipment, fixtures, furniture, or other property either real or personal arising out of the utilization of the facilities, pursuant to this agreement, without regard to whether such damage is caused by Resident or is the result of the negligence or other fault of the Resident or Resident's guest(s). Cove Isle Community Association, Inc. assumes no liability whatsoever to Resident for any mechanical or electrical failure, natural disaster, riot, act of God, bomb threat, or any other development, which may prevent, disrupt, limit or frustrate Resident's use of the clubhouse facilities.

**Acknowledgment:** Resident is responsible for all persons attending and or hired for the function regardless of age and any damage caused to the facility. If monetary damages are not paid in a timely manner, Resident will be liable for legal action. **Any violation** of the aforementioned may result in forfeiture of damage deposit, forfeiture of future use of the clubhouse, and/or appropriate legal action.

Resident understands and, by signing the attached agreement, acknowledges that Resident will be responsible to make certain that this facility is properly locked and in the same condition as accepted. Resident further agrees to observe these requirements for use of the clubhouse.

Resident acknowledges that the check submitted with this application will be deposited in the account for Cove Isle in the sum of Five Hundred Dollars (\$500) representing a damage deposit for the full and faithful performance by the Resident of the terms and covenants contained in the Declaration of Covenants and Restrictions, Articles of Incorporation, and the By-laws of Cove Isle Community Association, Inc. This damage deposit will be refunded at the sole discretion of the Board of Directors as representatives of Cove Isle Community Association, Inc., and upon completion of inspection of the clubhouse premises by either a Clubhouse Committee Member, Board Member, or Community Association Manager ensuring that no damage or loss has occurred as a result of my use.

In the event damage or loss is discovered by the Clubhouse Committee Member, Board or Management, upon inspection of the clubhouse, the Board and/or Manager shall have the right to deduct the amount of any repair or cleaning costs from the damage deposit. Should repair and/or cleaning costs exceed the damage deposit, Resident agrees to pay the overage within thirty (30) days of receipt of <sup>1</sup>the claim for additional money.

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<sup>1</sup> Updated 11.15.17