

ASHLIN PARK
CLUBHOUSE RESERVATION AND USE AGREEMENT

Clubhouse rental use is reserved exclusively for residents of Ashlin Park.

The Resident reserving the Clubhouse must be present at all times during the event.

The Resident reserving the Clubhouse will be responsible for any damage caused to the Clubhouse by the resident or the resident's guests and invitees.

A Security Deposit in the amount of \$250.00, made payable to Ashlin Park, must be submitted with this Agreement to the Sales Office in order to reserve the Clubhouse.

Resident's Name: _____ **Email Address:** _____

Address: _____ **Phone Number:** _____

Purpose of Event: _____ **Estimated Attendance:** _____

Date of Event: _____ **Start Time:** _____ **End Time:** _____

By signing below, the undersigned acknowledges that he/she is a resident of Ashlin Park (homeowner or tenant of a homeowner with a valid lease), has read this Agreement in its entirety and agrees to be bound by all of the terms hereof and agrees to ensure that all rules and regulations concerning use of the Clubhouse and clean-up of the Clubhouse are followed by all of his/her guests and invitees.

Resident's Signature: _____ **Date:** _____, 201__

For Office Use Only:

Reservation taken by: _____ **Date:** _____, 20__

Security Deposit in the amount of \$250 received by: _____ **Check No.** _____

Post-Event inspection conducted by: _____ **Date:** _____, 20__

THIS CLUBHOUSE RESERVATION AND USE AGREEMENT (this “**Agreement**”) is executed by the resident listed above (“**Resident**”). By execution of this Agreement and the subsequent use of the clubhouse facilities (the “**Clubhouse**”), Resident hereby agrees to comply with the terms of this Agreement during the duration of the event for which the reservation has been made (the “**Event**”) and agrees to comply with the Clean-Up Procedures below.

1. **Use of Clubhouse.** The Clubhouse may be used only by residents of the Ashlin Park community in good-standing and current on all fees and assessments owing. The Clubhouse may be used only for private, non-commercial events which are sponsored and attended by the Resident at all times. Reservations for the Clubhouse are available on a first come, first served basis and may be made up to four (4) months in advance. Events at the Clubhouse are limited to between the hours of 9:00 a.m. to 9:00 p.m. and must have a maximum attendance of no more than seventy-five (75) people. Events conducted at the Clubhouse may not unreasonably disturb other residents in the community. For every ten (10) guests under the age of nineteen (19) years old attending, an adult over the age of twenty-five (25) years old must be present at all times during the Event. Reservation of the Clubhouse does not include the exclusive use of the pool, pool deck and related facilities; the pool and related facilities will remain open for use by other residents and guests not attending the Event. All decorations shall be attached in a way that will not harm the walls or ceiling. No nails, tacks, tape, glue, etc. are to be used on the doors, walls or cabinets. Confetti and candles or other flammable objects are not allowed in or around the Clubhouse. Parking for the Event is allowed only in designated parking locations; no guest parking is allowed on any grass areas or in areas that may disrupt traffic flow or access through the community by other residents. Any damage caused to the Clubhouse or any of the furniture, fixtures, equipment or appliances in the Clubhouse must be reported as soon as reasonably practical.
2. **Refundable Deposit.** A security deposit in the amount of \$250.00 (the “**Deposit**”), made by check and payable to Ashlin Park Homeowners Association, Inc., must be submitted with this Agreement to reserve the Clubhouse for the Event. The Deposit is refundable within five (5) business days of the Event provided that the Clubhouse is left clean and there is no damage to any furnishings, walls, carpets/floors, fixtures, or equipment. Any costs incurred in repairing any loss or damage to the Clubhouse or for cleaning the Clubhouse after the Event, will be deducted from the Deposit. Should damages exceed the Deposit amount, the Resident shall be responsible for any additional costs, including repair or replacement of any furnishings, walls, carpets/floors, fixtures, or equipment, which are damaged, lost, or stolen by the Resident or the Resident’s guests or invitees. Failure to pay the amounts owed for damages to the Clubhouse shall constitute grounds for the placement of a lien on the Resident’s property. The Clubhouse is a smoke free facility and smoking is prohibited in and on the grounds of the Clubhouse.
3. **Caterers.** Resident may choose to employ an outside caterer for their Event. Caterers are required to abide by all policies outlined in this Agreement, including the Clean-Up Procedures below. If a caterer is engaged and will serve alcoholic beverages at the Event, the caterer must have the appropriate license from the State Department of Business and Professional Regulation. Alcohol may not be sold on or around the Clubhouse.

4. **Food and Beverages.** All food and beverages must be removed from the Clubhouse by the conclusion of the Event. Waste, food, ice, and beverages may not be dumped onto the soil or landscaping on or around the Clubhouse. If alcoholic beverages will be provided at the Event, proof of a host liquor liability insurance policy must be presented at least one (1) week prior to the Event.

5. **Indemnity.** Resident, on behalf of himself/herself, the Resident's heirs, successors, and assigns, agrees to indemnify, defend, and hold harmless Ashton Orlando Residential, L.L.C., Ashlin Park Homeowners Association, Inc., each of their respective related, parent and/or controlling entities, and each of their respective officers, shareholders, directors, managers, agents, members, successors, and assigns (collectively, the "**Indemnified Parties**"), against any and all claims, damages, demands, loss, injuries, costs, and expenses, including reasonable attorney fees, which may be sustained in connection with the Event and/or use of the Clubhouse or as a result of any activity, including the consumption or alcohol or other intoxicating substances, engaged in while using the Clubhouse. Resident, for himself/herself, the Resident's heirs, successors, assigns, agents, guests and invitees hereby assumes all responsibility and liability for the Event and acknowledges that the Indemnified Parties shall not be liable, and hereby waives any right to sue or bring an action against any of the Indemnified Parties, for any injury, damage, or loss any person may sustain while using the Clubhouse or in connection with or as a result of any activity related to the Event.

CLEAN-UP PROCEDURES

- At the end of the Event, the Clubhouse must be left clean and all garbage must be bagged and removed from the Clubhouse.
- All floors must be swept clean and all carpeted areas and rugs must be vacuumed.
- The sink must be scrubbed clean and all counter tops, cabinets, tables and chairs must be wiped down.
- All items must be removed from the refrigerator and the refrigerator and other appliances must be left clean.
- All personal property of the Resident and the Resident's guests must be removed from the Clubhouse prior to the end of the event.
- All lights must be turned off and all doors must be locked when leaving the Clubhouse.
- After the Event and the clean-up of the Clubhouse, the Resident is responsible for arranging for a walkthrough inspection.