

**MORNINGSIDE/PALM BREEZES  
PROPERTY OWNERS' ASSOCIATION, INC.**

**CLUBHOUSE AGREEMENT**

**NAME OF OWNER/S** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

**DATE OF REQUESTED USE** \_\_\_\_\_

**PURPOSE** \_\_\_\_\_

**TIME REQUESTED** \_\_\_\_\_ **AM / PM** \_\_\_\_\_ **AM / PM**

**This use, Indemnification and Waiver Agreement (“Agreement”) is entered into by and between Morningside/Palm Breezes Property Owners’ Association, Inc. (“Association”) and**

\_\_\_\_\_ **(“Owner/s”)**

**WHEREAS, Owner has requested the use of the above facility at the above time and day for the above purpose.**

**WHEREAS, Owner is member in good standing of Association (this means being current on your POA maintenance dues and no open violations) and Association desires to allow Owner the use of said facility for said purposes at said date and time subject to the following terms and conditions:**

**NOW THEREFORE, in consideration of the mutual promises herein exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Owner do hereby agree as follow:**

- 1. The Association hereby grants to the Owner, their family members and guests the right to enter upon the above facility on the date and at the above times and to make exclusive use of the above facility for said period subject to the rules and regulations of the Association relating to the use of the facility. Owner hereby agrees to use the facility in compliance with said rules and regulations and to be personally liable for any damage caused to the facility by said use.**
- 2. Owner hereby agrees to personally and solely bear and accept all risk of bodily injury or death to themselves or any of their family members or guests while utilizing the facilities.**
- 3. Owner hereby agrees to waive and release any right to make claim or bring suit against Morningside/Palm Breezes Property Owners’ Association, Inc. or its agents, officers, subcontractors, suppliers, servants or employees for any injury, loss, or damage which may be incurred by Owner, his guests and/or invitees pursuant to the use herein contemplated of the Morningside/Palm Breezes facilities.**

4. Owner hereby agrees to indemnify and hold harmless the Morningside/Palm Breezes Property Owners' Association Inc., their agents, officers, contractors, subcontractors, suppliers, servants, and employees against any loss or expense by reason of any liability imposed by law on Association because of injury, loss, or damage resulting from the use right hereunder granted by Association allowing Owner and his guests and invitees exclusive right to enter upon and use the facilities for the period set forth above.
5. In addition to any direct rental charge, owner agrees to pay the sum of \$200.00 as a security and key deposit for the use herein granted of the Morningside/Palm Breezes facility as herein contemplated. Said deposit to be returned within 30 days of the date of use subject to deduction for cleaning costs and for amounts necessary to repair or replace any damage caused by the Owners use of the facility. Owner agrees to pay for any additional damage exceeding the amount of the deposit. **Owner agrees to pay an additional rental fee of \$150.00, which is non-refundable.**
6. Owner hereby understands and agrees that they are renting the main room and kitchen area of the Clubhouse only and that other Association members will be allowed in the pool area, and fitness center during such time of said rental.
7. Owner warrants that said rental is not for any commercial and/or profit making enterprise.
8. Owner hereby agrees to remove all trash, debris, decorations and/or rental items from the premises at the conclusion of the rental and to leave same in a clean, orderly condition.
9. Owner agrees to insure the premises are locked and secure upon leaving and to return the key to the issuing party within 48 hours of the conclusion of the rental period.
10. Owner understands the Association has no obligation of any type to provide any items or services in regard to this agreement or the use of the facility.
11. Owner agrees there will be no alcoholic beverages served unless a certificate of insurance is provided naming the Morningside/Palm Breezes Property Owner's Association as an additional insured. **The minimum limit for this insurance is \$100,000 per person and \$300,000 per occurrence. UNDER NO CIRCUMSTANCES WILL AN OWNER ALLOW ALCOHOLIC BEVERAGES TO BE SERVED TO OR CONSUMED BY MINORS WHILE ON THE PREMISES OF THE FACILITY.**
12. No recreational equipment including bounce houses are allowed.
13. In the event of the furniture being removed from the Main Clubhouse, the Association could retain your deposit.
14. All parties/gatherings are to end by 11pm and the building must be vacated.
15. The clubhouse is reserved exclusively for Homeowners/Tenants and they must be present at the party/gathering.

The owner/s agrees to the above with their signature below:

Dated \_\_\_\_\_ Signature \_\_\_\_\_

Signature \_\_\_\_\_

- Please give two weeks notice
- Make out two checks to Morningside/Palm Breezes POA
- Mail to 3900 Woodlake Blvd. Ste. 309 Lake Worth, Fl. 33463

## **IMPORTANT**

**NO FURNITURE TO BE  
REMOVED FROM MAIN  
CLUBHOUSE, SUBJECT TO  
RETAIN THE SECURITY  
DEPOSIT**