

JUPITER HARBOUR CONDOMINIUM ASSOCIATION, INC. CLUBHOUSE AGREEMENT

This Letter of Agreement is made this ____ day of _____, 20__ between the JUPITER HARBOUR CONDOMINIUM ASSOCIATION, INC. (JHCA) and the RESIDENT USER, _____ who resides at JHCA at 1000 North US Highway One, Unit _____, Jupiter, Florida 33477 and both parties agree to the following terms and conditions for the use of the Clubhouse, for a private event.

1. Only a JHCA Resident may submit a completed Clubhouse Agreement and a fee of \$50.00 for the use of the Clubhouse. The fee is non-refundable except in the case where the event is canceled. The JHCA Resident User must be present full time during the function for which the reservation was made. Private events cannot be scheduled before 4:00 p.m. A return amount of \$25.00 will be refunded after an inspection has been made and no damage has been noted.
2. The Clubhouse is provided for the exclusive use of JHCA Residents and their invited guests. No third party use of the Clubhouse will be allowed or permitted by JHCA.
3. JHCA Resident Users of the Clubhouse for their functions agree to abide by and conform to all the Rules and Regulations of the JHCA as contained in the association documents and be fully responsible for any attorney's fees and costs incurred by the association in enforcing any of the provisions of the Agreement.
4. If the Clubhouse premises, furnishings, fixtures or any portion of the building during the term of this agreement shall be damaged by any act, default or negligence by the Resident User or the Resident User's agent, employees, patrons, guests or any persons admitted to the function, the Resident User shall pay to the JHCA upon demand such sums as necessary to restore the Clubhouse to its prior condition.
5. The JHCA reserves the right to enter the Clubhouse during the period of the Resident User's function to eject any person(s) behaving in a disorderly manner or contrary to the Rules and Regulations of the Association and/or to prevent any damage to or destruction of the premises.
6. Clubhouse reservations shall be confirmed only after submitting a fee of \$50.00 in cash, money order or cashier's check.

7. Parking of vehicles is to be supervised by the Owner or Resident User. Vehicles in other than "Guest" parking spaces will be towed. Vehicles parked on the grass will be towed immediately.
8. The clean up of the Clubhouse, its fixtures and furnishings and the removal of all Owner or Resident User's fixtures or equipment must be completed no later than noon of the following day. All trash is to be collected in plastic bags by the User and placed in the nearest dumpster. The User agrees to leave the Clubhouse in a clean and orderly manner.
9. Maximum of 25 persons may use the Clubhouse during any function covered by this agreement. All functions must conclude activities by 10:00 p.m..
10. The pool and pool deck may be used by the guests, employees, patrons or the Owner or Resident User, with the understanding that they do so at their own risk and under the supervision of the Owner or Resident User. No furnishings or fixtures may be removed from the Clubhouse. No portable bar-b-que grills or hibachis shall be used in the Clubhouse. No pets shall be allowed.
11. Clubhouse decorations: NO TAPE, TACKS, NAILS OR GLUE to be adhered to the Walls, ceilings or Furniture!

INDEMNIFICATION:

The Owner or Resident User hereby agrees to hold the JHCA harmless and to indemnify it against any public liability and/or property damage liability which may arise or accrue by reason of the use by in injury that may happen to Owner or Resident User or the Users agents, servants, employees, guests or property from any cause whatsoever, including but not, limited to, any damage or injury to or cause whatsoever, including but not limited to any person leaving the premises under the influence of alcohol and or any other intoxicating substance, during the period covered by the Agreement; and Owner or Resident User hereby expressly releases JHCA from and agree to indemnify it against any and all claims for such loss, damage or injury.

I have read and understood the Association Rules and Regulations and agree to all the terms and conditions as outlined by this Clubhouse Agreement.

Signature of Owner or Resident User

Date: _____

Print Name

Unit#: _____

Date of Function: _____