

CLUB AT MONTERRA
COOPER CITY
8451 Monterra Boulevard

FOR RESERVATIONS PLEASE CONTACT CLUB MANAGEMENT (954) 374-9936

(RESIDENT ONLY) MULTI-PURPOSE ROOM RESERVATION AGREEMENT

This Agreement is made between the Monterra CDD and the customer named below, hereafter referred to as "Renter," for use of reservations in the Club at Monterra Cooper City (the "Club").

Event Date _____ Day of the Week _____ Social Club _____

Renter Name _____ Address _____

Phone Number (Home) _____ (Cell) _____

Email _____

Start Time _____ End Time _____ Sprinklers Off: Y / N

*One additional hour of non-exclusive set-up and one hour of non-exclusive clean-up provided.

*Please note: Irrespective of whether sprinklers are to be turned off pre-event, Owner is responsible for any damage occurring to the Clubhouse as a result of tracking mud/dirt into the Club.

Type of Function _____ No. of Guests _____ (max.occ 30)

Reservation Fee \$ _____ Check No. _____ Received By _____

Damage Deposit \$ _____ Check No. _____ Received By _____

Attendant Fee \$ _____ Check No. _____ Received By _____

Security Fee \$ _____ Check No. _____ Received By _____

SEPARATE CHECKS ARE TO BE MADE PAYABLE TO: MONTERRA CDD

Rates: Multi-Purpose Room (ONLY) Available Sunday through Saturday 7:00 am to 10:00 pm.

* Damage Deposit required \$1,000.00 (Refundable - Refer to attached Terms and Conditions)

* Reservation Fee (non-refundable) \$ 200.00 first four (4) hours. \$50.00 for each additional hour

* Cleaning/attendant fee (non refundable) \$60.00 for first four (4) hours. \$15.00 for each additional hour

*Additional Security (non refundable) \$16.00 per hour

- ◆ The Multi-Purpose room can only be reserved for use as specified in paragraph 21, below.
- ◆ The Reservation is not confirmed until Damage deposit is paid and agreement is executed by the Renter.
- ◆ The Reservation Fee must be paid no less than 10 business days prior to the reservation date in order to hold the date.
- ◆ The Renter is responsible for all damages incurred during the reservation period.
- ◆ All reservations of furniture, equipment or other items not on premises must be rented through a licensed and insured vendor. Renter shall provide vendor license and certificate of insurance to the club manager.
- ◆ Reserved area is exclusive to Renter only during reservation period
- ◆ Fitness room is excluded from all reservations.
- ◆ Renter is responsible for supplying trash bags.

**MONTERRA CDD
RESERVATION AGREEMENT TERMS AND CONDITIONS**

1. Renter agrees to be responsible for any and all liability and damages occurring on the premises or any other part of the Club area caused directly or indirectly by the Renter, Renter's family, guests, invitees, employees, contractors or other agents, including without limitation, damages occurring during the specified time of the function, setup and/or cleanup time.
 2. Monterra CDD, Monterra Community Development District, District Management Firm, and the Club Management Firm, their respective officers, agents, and employees, are not responsible for damages or loss of any merchandise or articles left in the area reserved or any part of the Club prior to, during, or after the function. Renter further indemnifies and holds Monterra CDD, Community Development District, the District Management Firm, and the Club Management Firm, their respective officers, agents, and employees harmless from any such claims made by Renter, Renter's family, guests, invitees, employees, contractors or other agents from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him, her, or them,, arising out of or in any way connected to any negligence, act, or omission of Monterra CDD, Monterra Community Development District, the District Management Firm, the Club Management Firm, or their respective officers, agents or employees.
 3. Monterra CDD may cancel this Agreement at any time due to acts of God, disaster or if in the sole opinion of the Monterra CDD it deems it necessary to do so. Monterra CDD and the Management Company will be held harmless. Any reservation fees and deposits paid to Monterra CDD will be returned.
 4. Monterra CDD reserves the right to establish time limits due to other reservations of either the area reserved or other areas of the Club. Failure to abide by the time limits will result in the loss of the refundable deposit.
 5. The Renter is solely responsible for all setup and cleanup of the area reserved and any surrounding areas which Renter's guests, contractors or agents may have used. One hour of non-exclusive setup and one hour of non-exclusive cleanup time is provided with the paid function time. All evening functions MUST end by 10:00 PM. Please begin cleanup accordingly.
 6. The Renter must provide all garbage bags, which must be plastic. After cleanup, all bags must be tied securely, have no rips or tears and, be deposited in the trash bins outside.
 7. An inspection of the premises will be made with the Renter and a designee of Monterra CDD prior to the event and upon notification by the Renter that the function is over and the area is ready for inspection. The designee and the Renter will complete an inspection form which must be returned to Management for refund of the Damage Deposit. The Renter is responsible to arrange the prior and post inspections.
 8. The Renter is responsible for all damage in which expense and repairs are required as a result of the use of the Club facilities, and are responsible for cleaning and restoring the facilities to the condition that existed prior to the function. If, after inspection by Monterra CDD designee and Renter, the facilities are deemed in good order, and the completed inspection form is returned, the full amount of the Damage Deposit will be refunded. If damages are noted, no further reservations will be allowed by the Renter until reimbursement for damages is complete.
 9. The Damage Deposit or portion thereof will be refunded within 21 days of receipt of the completed inspection form.
 10. Any entertainment must be described in writing (below) and approved in writing. Large automated carnival-type games and rides are prohibited. Excessive sound levels are prohibited on the clubhouse grounds at all times. A maximum of 60 decibels (dBA) shall be permitted between 7 am and 10 pm to avoid disturbance of adjacent residential areas. In all matters related to sound generation, the decision of a Monterra CDD management representative shall be final. Failure to abide by this may result in forfeiture of the Renter damage deposit. Description: _____
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11. The Renter must provide any desired food and beverage. Members serving alcoholic beverages must sign the Hold Harmless and Indemnification Agreement.
12. Smoking is not permitted anywhere within the Club.
13. With the exception of service dogs as defined in Section 413.08 Florida Statutes, animals and pets are not permitted on or about the premises without prior written consent of Monterra CDD.
14. Under no circumstances should any furniture, equipment furnishings or any other items be removed from The Club and the surrounding premises for any reason.
15. The Renter is to ensure that the Renter's family, guests, invitees, employees, contractors or other agents abide by all Rules and Regulations of the Club.
16. Vehicles may be parked only in the Club's designated parking area. No trailers or recreational vehicles are permitted.
17. All disputes arising hereunder will, upon written notice from either party to the other, be submitted to binding arbitration and not to a court for determination. Such arbitration will be accomplished expeditiously in Broward County and will be conducted in accordance with the rules of the American Arbitration Association, by an independent arbitration service selected by the Association. Judgment upon the award rendered by the Arbitrator will be final and binding on the parties, and may be entered in any court having jurisdiction thereof.
18. The Renter must submit, in writing, notification of cancellation no less than five (5) business days prior to the date set forth in this Agreement in order to receive a refund of the Reservation Fee.
19. The Agreement is non-transferable. The undersigned Renter must act as host, be in attendance, and supervise the function at the Club at all times, without exception, for the duration of the reservation period.
20. Reservation of the Multipurpose Room does not include any other areas of the Club with the exception of the rest rooms.
21. Renter agrees that intended use of the Multi-purpose room shall include, by way of example but not limitation, any of the following: private lessons, group lessons, instructional classes, social meetings, fraternal meetings, political meetings, parties, socials, seminars, and motivational speakers. Specifically, and without limitation, the Multi-purpose Room may not be reserved for business, for profit (income-generating) meetings or events. Limitation on use does not include renters representing 501.c.3 not for profit organizations.
22. Renter agrees that it shall use the Multi-purpose Room in full compliance with the applicable laws, rules and regulations.
23. Renter acknowledges and agrees that Monterra CDD may revoke any and all privileges with respect to the use of the clubhouse and recreational facilities of Monterra CDD until such time as Renter has paid Monterra CDD in full for any rental costs and fees and for any damages to Monterra CDD facilities.
24. AS AGREED TO this _____ Day of _____ 20__

 Renter's Signature

 Print Name

 For Monterra CDD

 Print Name