



**SOUTHWIND LAKES HOMEOWNERS ASSOCIATION, INC.**  
**CLUBHOUSE AND RECREATION AREA TEMPORARY EXCLUSIVE USE**  
**AGREEMENT, TERMS AND CONDITIONS**

By filing out the Reservation Form and clicking the acceptance box, you have entered into this Clubhouse and Recreation Area Temporary Exclusive Use Agreement (the "Agreement"), and are bound by the Terms and Conditions herein.

Southwind Lakes Homeowners Association, Inc. (a not-for-profit corporation organized under the laws of the State of Florida) (the "Association" or "SOUTHWIND LAKES") hereby agrees to provide to the Homeowners and the Homeowners hereby agree to accept from the Association the temporary exclusive use of the clubhouse and other Recreation Areas (hereinafter collectively referred to as the "Clubhouse") located in the Southwind Lakes community upon all of the terms and conditions set forth below.

**RECITALS**

Whereas, the common areas of the Southwind Lakes community, which include, but are not limited to, the Clubhouse, the Pool, the Pavilion, Greenspaces, etc. (hereinafter collectively referred to as the "Clubhouse"), were dedicated to the Association; and

WHEREAS, the Homeowner is a member of the association and desires to have the temporary exclusive right of use of the Clubhouse and other Recreation Areas for a get together, private function or party as more fully set forth below:

WHEREAS, a Resident is an individual or individuals who own, are renting, or occupying a residence within the Community, which pursuant to the Governing Documents and Rules and Regulations of the Association must abide by all the rules and provisions of said Documents. The term "Homeowner" or "Resident" as used in this document shall refer to both the Owners of the Residences within the community, as well as, any individual renting, leasing, or occupying a residence within the Community. Although a Resident may use the facilities of the Association, the ultimate responsibility for any damage caused by the resident shall be the responsibility of the Homeowner.

WHEREAS, the Board of Directors of the Association are empowered to establish rules and regulations in connection with the use, operation and maintenance of the common areas, including the Clubhouse and other Recreation Areas, so as to provide for good order, discipline, safety and well-being of all Homeowners and Residents;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The above-mentioned recitals and representations are true and correct, are intended to be a part of this agreement and shall be binding upon the parties.
2. The Homeowner shall have the temporary exclusive right to use the Clubhouse at SOUTHWIND LAKES on the date approved by the Association or its Management Company. The

Clubhouse will be locked at 10PM, and as such shall not be permitted to be used after such time. Further, any Homeowner or Resident must be up to date with all Association Maintenance Assessments in order to use the Clubhouse.

4. Please note that the Maximum Occupancy is 20 persons. All persons attending the party under the age of 18 years of age shall attend the party subject to direct supervision of their parent, legal guardian or other authorized person. With respect to such underage persons, the Homeowner shall insure that the nature and extent of adult supervision is sufficient so as to provide for the health, safety and welfare of the Association, residents of the Southwind Lakes community, the Homeowner and all of the Homeowner's guests.

5. Homeowner and his/her agents, guests and/or invitees shall abide by all the terms and provisions of the Declaration of covenants and Restrictions of SOUTHWIND LAKES, the Articles of Incorporation, by-laws and Rules and Regulations of the SOUTHWIND LAKES Homeowners Association, Inc. (collectively referred to as the "Association Documents"), and all applicable federal, state, county and municipal laws, ordinances and regulations. Homeowner warrants and represents that the Homeowner will insure that all of its agents, guests and invitees shall comply with all applicable provisions of the Association Documents and applicable laws, ordinances, and other regulations.

6. Homeowner agrees to be solely responsible for and to provide direct supervision of all persons attending the party or function. With respect to the foregoing, the Homeowner shall be responsible to ensure that all of its agents, guests and invitees are properly parked in the spaces allotted for guest parking within the community. The Homeowners shall insure that none of such agents, guests and/or invitees improperly park on any property owned by non-attending Southwind Lakes residents. In addition to the foregoing, the Homeowner is responsible to properly screen its agents, guests or invitees, including any and all persons associated with any outside entertainment or any other service which may be offered at such private party or function, so as to insure for the health, safety and welfare of the non-attending Southwind Lakes residents and to insure that no damage is incurred to any persons or property in connection with the private party or function.

7. In connection with the foregoing, the Association expressly reserves the right to place any additional requirements upon the Homeowner as deemed appropriate by the Association as a condition precedent to the entry into this Agreement.

8. Homeowner agrees to be in continuous attendance at Clubhouse during the entire duration of the Homeowner's party or function and to remain in attendance until all guests have left the Clubhouse premises and all non-residents have left SOUTHWIND LAKES. The Homeowner is responsible to notify the Association security service to open the Clubhouse at or around the time of the commencement of the party and to secure and lock the Clubhouse at the conclusion of the party.

**9. Homeowner acknowledges that the Clubhouse was in good condition upon being provided to the Homeowner and will likewise represent and warrant that the Homeowner or Resident will return and restore the Clubhouse and Recreation Area to its original good condition. This includes, but is not limited to, removing all trash, removing any equipment or furniture that was brought to the Clubhouse or Recreation Area, fixing any and all damage to the Clubhouse and Recreation Areas. Nothing shall be affixed to any walls, furniture or ceiling.**

**10. Homeowner represents and warrants that there will not be alcoholic beverages served at such private party or function.** If alcoholic beverages will be served at a private party or function attended by guests under the lawful drinking age, the Homeowner represents and warrants to the Association that such underage guests will not be permitted to consume alcoholic beverages and that there will exist sufficient supervision at the party to ensure that such unlawful consumption of alcohol does not occur. Subject to the above, in the event such alcoholic beverages will be lawfully served at such party or function, the Homeowner represents and warrants that the dispensing of such alcohol will be supervised at all times. Homeowner also agrees to refuse to serve alcohol to any guest who appears to be under the influence of alcohol to the extent that such guest's normal faculties are impaired. In the event that any such

guest refuses to abide by such request, then the Homeowner shall responsively request that such guest stop drinking and/or leave the party with appropriate arrangements being made for the safe removal of the Homeowner from the premises. The Homeowner agrees to notify the Southwind Lakes security personnel of any such incidents or other problems relating to improper alcohol use. Although the Association is not prohibiting the use of alcohol at any such functions, it is the Association's preference and recommendation that alcohol not be served at any such functions. The Association retains the right, in its sole and unbridled discretion, to prohibit the serving of alcohol at such private party or function and the right to immediately terminate this temporary use agreement and such private party or function in the event the terms and provisions of this paragraph are violated.

11. In the event the Homeowner intends to hire entertainment or any other service to be provided at such party or function, then the Homeowner represents and warrants that he shall ensure that such hired persons or entities shall comply with all applicable rules and regulations governing the community and all of the terms and provisions of this Agreement. In connection with such persons and entities the Homeowner shall be responsible to ensure that all such persons or entities have in place any required insurance, permits and licenses and meets all other requirements of federal, state and local laws and ordinances, and shall provide such insurance, permits and licenses to the Management Company as a condition precedent to the approval of use of the Clubhouse or Recreation Area. All outside vendors are required to name the Association (Southwind Lakes HOA c/o Superior Assoc. Mgmt, 20283 State Rd 7, Suite 219, Boca Raton, FL 33498) as an additional insured on their insurance and shall provide proof of same to the Management Company as a condition precedent to the approval of use of the Clubhouse or Recreation Area. The Homeowner shall also be responsible for the direct supervision of such persons or entities so as to ensure for the safety, health and welfare of the participants of the party, all non-attending Southwind Lakes homeowners, and any other person that could be affected by any unsafe and unreasonable practices of such entertainment.

12. In the event the Homeowner intends to have entertainment or any other outside service at such party of any nature, then the Homeowner must notify the Association of the particular type of entertainment and service on the online reservation form and such entertainment or service must be approved by the Association. The Homeowner shall comply with all requests of the Association regarding such entertainment or service, including, without limitation, requests for any and all information concerning such entertainment. The provider must be properly insured for liability and workmen's compensation.

13. The Association reserves the right to deny the temporary exclusive right to use the Clubhouse and Recreation Areas, if, in its sole and unbridled discretion, the Association is of the opinion that the Homeowner's use of the private entertainment or service cannot be rendered safe and/or properly supervised to provide for the safety of the residents and others. Such activities that the Association may deny include, but are not limited to, bounce houses or other inflatables, petting zoos, rides, etc.

14. A security deposit shall be required in the amount shown on the Reservation Form, as security for the full and faithful performance by the Homeowner of each and every term and provision of the Agreement. A non-refundable rental fee will be in the amount shown on the Reservation Form. The Association shall hold the above-mentioned security deposit for the above-mentioned purposes and as a guarantee that the Clubhouse will be kept in good condition and not damaged and will be properly surrendered and vacated upon termination of the Agreement in the same condition as at the commencement of the Agreement. The Association may, at its sole option, claim such amounts of the security deposit as are reasonably necessary in the Association's judgment to repair any damage caused by the Homeowner or the Homeowner's guests. Failure to do so shall constitute a breach of this Agreement. In that regard, the Homeowner accepts complete responsibility for all damages resulting to the Clubhouse caused by the Homeowner or anyone attending the Homeowner's party or function and agrees to pay the Association for the value of any damage within ten (10) days of receipt by the Homeowner of the bill for such damage by the Association. Homeowner also agrees to accept all responsibility for damage resulting from failure to assure that the Clubhouse is secured after use, as is provided for in Paragraph 9 above.

15. The Association or any of its agents, employees, representatives, successors or assigns, shall have the right, but not the duty, to inspect the Clubhouse during the private party or function as may be

deemed necessary for the health, safety and comfort of the non-attending SOUTHWIND LAKES Homeowners.

16. The Homeowner warrants and represents that at all times during the term of the Agreement, the Clubhouse shall be maintained in a safe condition and shall be operated in a capable and safe manner so as not to cause damage to the Association's property or any of the surrounding property or persons located within the boundaries of the SOUTHWIND LAKES community or any other property or persons.

17. HOMEOWNER AGREES FURTHER THAT THE ASSOCIATION OR ITS DESIGNATED REPRESENTATIVE OR AGENT, SHALL HAVE THE AUTHORITY, PURSUANT TO THE AGREEMENT, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS, DANGERS OR OTHER PROBLEMS THAT, IN THE ASSOCIATION'S JUDGMENT, APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF THE ASSOCIATION TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF THE ASSOCIATION FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

18. Notwithstanding any other provisions of the Agreement, the Association assumes no responsibility for and shall not be liable for the care, protection and security of the Clubhouse or Recreation Area during the time that the Homeowner has the temporary exclusive use of it. Use of the Clubhouse is at the sole risk of the Homeowner and its agents, guests and invitees. Homeowner acknowledges and agrees that neither the Association nor any agent or representative of the Association shall be liable to the Homeowner by reason of any intrusion, theft, vandalism, arson or other acts, criminal or otherwise, of any kind or degree on or about the Clubhouse during the time of the Homeowner's exclusive use of the Clubhouse.

19. To the extent any contemplated use of the Clubhouse by the Homeowner will jeopardize insurance coverage for the subject premises, the Association shall have the right to refuse to provide the Homeowner with the temporary exclusive use to the Clubhouse for such function or purpose.

20. The Association shall have the right to immediately terminate the Agreement, without notice or demand, and shall be excused from further performance of its obligations hereunder upon the happening of any one of the following events:

a. The Homeowner or any of his agents, guests or invitees shall, in the opinion of the Association, fail to abide by or perform any provision of the Agreement, including but not limited to, violation of any provision of the Association Documents, any federal law or regulation, any state, county or city law or ordinance or rule by the Association, or engage in any other conduct deemed detrimental to or a threat to the person or property of the Associate, any other homeowner in the Southwind Lakes community or any other person;

b. The Homeowner or any of his guests are, in the Association's judgment, either a public or private nuisance or unreasonably interfering with the peaceful enjoyment of a Southwind Lakes homeowner's property or the Association's property or the operation of the Association's affairs;

c. The Homeowner or his agents, guests or invitees are using the Clubhouse for any purpose not specifically authorized by the Association; and

d. Such other reasons as deemed appropriate by the Association.

The remedies available to the Association shall include, without limitation, the immediate termination of the private party or function, and a request to remove all or some of the Homeowner's agents, guests or invitees.

21. The Homeowner shall be liable for all damages to the Clubhouse, and all other facilities owned, managed, maintained or operated by the Association and other property or persons on or about the SOUTHWIND LAKES community caused by the Homeowner, the Homeowner's family, agents, guests or

invitees. The Homeowner hereby agrees to indemnify, save and hold harmless the Association and any of its respective affiliates, agents, assigns and/or anyone acting under the Association's direction from and against any and all loss, damage, liability, claims, demands, or suits or any nature whatsoever arising out of or in any way connected with the use of the Clubhouse (or the entry into the Agreement) by any of the party's attendants, or arising out of or in any way connected with the conducting of the private party or function or any services rendered or materials furnished or to be conducting of the private party or function or any services rendered or materials furnished or to be furnished on behalf of the Homeowner in connection with the temporary exclusive right of use of the Clubhouse or otherwise connected with the Agreement, WHETHER SUCH LOSS OR DAMAGE IS TO PROPERTY OWNED, LEASED, OPERATED, MAINTAINED OR MANAGED BY THE ASSOCIATION, OR ANY OTHER PERSON'S PROPERTY OR PERSONS ON OR ABOUT THE SOUTHWIND LAKES PREMISES (INCLUDING WITHOUT LIMITATION ANY OF THE PARTY'S PARTICIPANTS), AND WHETHER SUCH LOSS IS THE RESULT OF THE NEGLIGENCE OR THE RESULT OF THE MISCONDUCT OF THE ASSOCIATION OR ANY OF ITS AGENTS OR EMPLOYEES. Further, the Homeowner hereby releases and holds harmless the Association and its employees, agents, successors and assigns from any and all liability for loss or damage of whatever nature to the Clubhouse, or other property belonging to or in the custody of any of the party's participants, arising out of or in any way connected with: (1) fire, theft, collision, acts of God or other natural forces; or (2) ACTS OR OMISSIONS OF THE ASSOCIATION OR THE ASSOCIATION'S AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, OR THE NEGLIGENCE OF ANY OF SUCH PARTIES.

22. The Homeowner agrees to return the Clubhouse in good and clean condition no later than the completion of the Homeowner's use of the Clubhouse. In the event that the Homeowner fails to promptly return the Clubhouse to good and clean condition as stated above, the Association shall return the Clubhouse to acceptable and clean condition, deduct the costs hereof from the Homeowner's deposit as set forth in Paragraph 15 and charge the Homeowner for any amounts in excess of the deposit as provided for above. In connection with the foregoing, the Association must be notified in writing prior to the Homeowner's temporary exclusive use of the Clubhouse of any known deficiencies in the condition of the Clubhouse and of any alternative cleaning arrangements so as to avoid the above-stated cleaning charges incurred by the Association and charged back to the Homeowner. Arrangements for opening the clubhouse for cleaning can be made with the guard.

23. No food or beverages may be stored at the Clubhouse overnight, either prior to or after the commencement or termination of the Agreement. The Association shall not be responsible for any items remaining at the Clubhouse belonging to the Homeowner or Homeowner's guests or invitees. No decorations are allowed which may deface the property and must be removed after the event. Bounce houses are strictly prohibited. Music or entertainment shall be kept at a reasonable level, are not disruptive to other guests and shall not continue beyond dusk. There are a limited number of spaces in the clubhouse parking lot. Overflow parking is allowed on the street provided it is in compliance with the County rules. As a reminder, parking that blocks driveways, mailboxes, in marked "No Parking" areas, or on the sidewalk will be ticketed. Notwithstanding the above, the Association has the right to dispose of any such items left remaining on the premises at the conclusion of the private party or function.

24. The Homeowner understands that smoking is prohibited in any of the interior areas of the Clubhouse. Accordingly, Homeowner agrees to ensure that no guests smoke in such area. The Association reserves the right in its sole and absolute discretion to immediately terminate the above-mentioned private party or function in the event the no-smoking prohibition is violated.

25. The parties agree that if any provision, sentence, phrase or word of this document shall be deemed or declared unenforceable by any administrative agency or any federal or state court of law, then the remainder of this document shall remain in full force and effect and shall be binding on the parties hereto as if the unenforceable provision, sentence, phrase or word were not a part of this document.

26. No course of dealing nor any failure or delay with respect to exercising any right, power, or privilege under this Agreement shall operate as a waive thereof or hereof, and any single or partial excuse or any such right, power or privilege shall not preclude any later excuses thereof or any excuse of any right, power or privilege there under or hereunder.

27. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements made by the parties, both oral or written, concerning the subject matter hereof and no representation, promise, inducement or statement of intention relating to the subject matter hereof, has been made by any party which is not set forth in this Agreement. Except as provided herein, this Agreement shall not be modified, altered or amended except by an instrument in writing signed by or on behalf of the parties hereto.

28. The Homeowner shall not assign this Agreement to any other homeowner or to any other person or entity. Any attempt to assign or an assignment of this Agreement by the Homeowner in violation of this Agreement shall be void and unenforceable and shall excuse the Association from further performance of this Agreement and shall terminate this Agreement.

29. Should it become necessary for the Association to obtain the services of an attorney to collect any and all sums due and owing hereunder, or to enforce any other provision of the Agreement, then the Homeowner shall be obligated to pay and shall pay all costs and expenses, including reasonable attorneys' fees and all other court costs, incurred by the Association, including trial and appellate court costs.

30. The Homeowner has read and fully understands the entire agreement, as well as the rules, policies and regulations currently governing the use of the Clubhouse at SOUTHWIND LAKES.