

**BRIAR BAY COMMUNITY ASSOCIATION, INC.**  
3400 Celebration Blvd., West Palm Beach, FL 33411  
Phone: 561-686-3600 Email: [mail@briarbay.org](mailto:mail@briarbay.org)

## **CLUBHOUSE RESERVATION APPLICATION**

### RESIDENT INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUB-ASSOCIATION: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ TIME OF EVENT: \_\_\_\_\_

CLUBHOUSE AVAILABLE (10A-10P)

MAX NUMBER OF GUEST (**27**)

MUSIC SOURCE: Band \_\_\_\_\_ DJ \_\_\_\_\_ Stereo \_\_\_\_\_ None \_\_\_\_\_

SIGNATURE OF RESIDENT: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Exhibit "A" to Clubhouse Use Agreement**

### **CLUBHOUSE RULES**

The Clubhouse Rules are being revised due to the growing number of complaints by your neighbors referencing the "Disturbance / Loud Noise". Additionally, increased demands for parking and access to the Clubhouse by all residents of Briar Bay must take precedence over demands for private gatherings. Please be advised that these Rules will be enforced. **The \$260.00 use fee and the \$750.00 security deposit will not be returned, and the event must cease, if any activity in connection with the event causes excessive noise or a disturbance resulting in a response by the Police Department or other law enforcement agency substantiating a complaint.**

#### **1) HOURS OF OPERATION**

- a. Clubhouse hours for a reservation are Saturday and Sunday between 10 AM to 10 PM unless another specified date other than Saturday or Sunday is expressed and fully agreed upon by the Association.
- b. No private reservations by residents are permitted Monday through Friday.

#### **2) RESERVATION PROCESS AND REQUIREMENTS**

- a. All reservations are on first come, first serve basis. Reservations should be made four weeks in advance of the event. Applications may be picked up at the Clubhouse. Please contact the Briar Bay community on-site office at 561-686-3600 or mail@briarbay.org to make your reservations. The Resident reserving the clubhouse must certify the purpose of the function for which they are renting it and the number of guests that are expected to attend.
- b. The reservation fee for the clubhouse is \$260.00. An additional deposit of \$750.00 is required and must be received at the time a reservation is made. The person making the reservation will receive a copy of the reservation. The reservation fee and the deposit must be separate checks made payable to Briar Bay Community Association, Inc. All checks must come from the Resident. The \$750.00 deposit will be forfeited in the event that the activity causes a disturbance that results in a valid complaint being filed and a response by the Police Department or other law enforcement agency substantiating the complaint.
- c. The resident who reserves the clubhouse is unconditionally responsible for the Clubhouse, its contents and the actions of any and all guests.
- d. A resident must be AT LEAST 18 YEARS OF AGE to rent the clubhouse.
- e. If a reservation is denied, all money paid to BBCA will be reimbursed to the resident. Cancellations made ten days or less of the scheduled reservation will forfeit the \$260.00 reservation fee, unless another resident subsequently reserves the Clubhouse for the same date and time.
- f. Failure to clean or and restore the clubhouse to its original condition will result in cleaning charges of \$20/hr and trash bag charge of \$3 per bag. The costs of repairs made necessary by the negligent act or omission of the Resident or

his/her her guests shall be first deducted from the Security Deposit. In the event the cost of the damage exceeds the amount of the Security Deposit, Resident shall immediately reimburse all additional costs in the excess of the deposit and if the resident fails to do so, the Association will impose an individual assessment against the Resident's unit/lot. The Association shall collect against any unpaid assessments in the same manner as provided in the Association's governing documents, including the right to lien, collect attorney's fees and foreclose upon any home in accordance with the Declaration.

### 3) RESTRICTIONS

- a. The clubhouse is for the use of the residents of BBCA and their guests ONLY. No resident may rent the clubhouse for use by a non-resident.
- b. The Resident renting the clubhouse must be present at all times during the rental period.
- c. "FOR PROFIT" or commercial functions are NOT allowed in the clubhouse and residents may not charge guests any fees.
- d. The clubhouse may not be rented for pool parties and persons using the pool may not enter the clubhouse to participate in private events for which the Clubhouse is reserved.
- e. Reservations of the clubhouse do not include the use of other clubhouse common areas including, but not limited to, the pool, lanai, playground, and/or splash park.
- f. Glass containers are not permitted to be used in the clubhouse or on its grounds.
- g. No noise is permitted to emit from the clubhouse – pursuant to City / BBCA noise ordinance. To contain the noise, the windows and rear doors of the clubhouse may not be opened except for an emergency.
- h. No residents are to be disturbed, annoyed or inconvenienced by the renting of the clubhouse or their guests PURSUANT TO CITY NOISE ORDINANCE AND THE MASTER DECLARATION FOR BRIAR BAY.
- i. Parking on grass or swales adjacent to or near the Clubhouse is not permitted under any circumstance.
- j. **BY CITY FIRE CODES, NO MORE THAN 27 PERSONS ARE ALLOWED IN THE CLUBHOUSE.**
- k. All City, County, State and Federal laws must be complied with.
- l. The Board reserves the right to refuse to rent the clubhouse to a resident if the Board determines in its sole discretion that the anticipated use would be offensive, problematic or not in the best interest of the community.
- m. The Resident shall comply with all laws and ordinances regarding the service of alcohol. Service of alcohol to minors is prohibited.
- n. No Bounce Houses, tents or other types of structures or play equipment may be constructed on Briar Bay Property.

**BRIAR BAY COMMUNITY ASSOCIATION, INC.**  
**CLUBHOUSE USE AGREEMENT**

THIS CLUBHOUSE USE AGREEMENT (the "Use Agreement" or "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BRIAR BAY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as the "Association"), and \_\_\_\_\_, a resident of Briar Bay, whose address is \_\_\_\_\_ (hereinafter referred to as "Resident").

The Association is the entity responsible for the operation of the residential community in Palm Beach County, Florida, known as Briar Bay (the "Community");

The Association owns, operates and maintains the Community's recreational facilities, including the Clubhouse (the "Clubhouse"), pursuant to the Master Declaration for Briar Bay and the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as amended from time to time (the "Governing Documents");

The Resident desires to use the Clubhouse for a social event pursuant and subject to the provisions of this Use Agreement;

The Resident acknowledges that he/she is eighteen (18) years of age or older, he/she is a resident of Briar Bay (and that he/she is not reserving the Clubhouse for any non-resident) and that he/she will be present at the Event at all times;

In consideration of the above recitals and the mutual promises and covenants hereinbelow set forth, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Recitals. The above-mentioned recitals are true and correct and are incorporated herein by reference.
2. Event. The Association hereby grants Resident the non-exclusive use of the Clubhouse for \_\_\_\_\_ (insert type of social event; the "Event") on and only on \_\_\_\_\_, 20\_\_\_\_, between the hours of 10:00 a.m. to 10:00 p.m. (hereinafter referred to as the "Event Date"). The Event Date shall include all set-up for the Event, and shall also include time for cleaning-up the Event and removing all personal items from the Clubhouse.

Resident and his or her guests, family members, employees, agents and invitees are permitted to use any bathrooms, breezeways and/or kitchen serving the Clubhouse, but no other portion of the Community, other than streets, walks, and other rights-of-way for pedestrian, and vehicular, if applicable, ingress and egress. The Clubhouse may not be rented or used for pool parties, and no person using the pool may enter the Clubhouse in connection with the Event.

Resident shall be liable to the Association in the amount of \$50.00, per each fifteen (15) minute increment that the Clubhouse is not completely vacated and all personal

belongings are not removed after the Event Date. Such amount may be deducted from the Security Deposit or otherwise collected pursuant to this Use Agreement and the Master Declaration. Personal items left in the Clubhouse after the Event Date may be disposed of by the Association and the Association shall not be responsible for any damages relating therefrom.

3. Payment. Resident hereby agrees to pay the Association as consideration for the use of the Clubhouse the amount of **\$260.00**, due and payable without demand upon the execution of this Use Agreement (the "Use Fee"). The Use Fee includes a dedicated guard/officer to supervise the Event for the Association, but in no event shall the guard/officer and/or BBKA guarantee the safety of the Resident or his/her guests, and all use of the Clubhouse under this Agreement is at the risk of the Resident and his/her guests.

4. Security Deposit/Set-Up Fee. Resident hereby also agrees to pay the Association, without demand, upon the execution of this Use Agreement, a refundable security deposit of **\$750.00** for the use of the Clubhouse (the "Security Deposit"). The Security Deposit shall secure payment of the monies due hereunder (excluding the Use Fee) including, without limitation, fees for failure to vacate or remove personal belongings at the end of the Event Date, damages to the Clubhouse or the common area of the Community, or if there is excessive noise, a disturbance or a complaint filed which results in a response by the Police Department or any other law enforcement agency substantiating the complaint.

The Association shall, within ten (10) days after the Event Date, by mail, to the address provided on Page 1 of this Use Agreement, either return the Security Deposit to the Resident (if there are no claims upon the Security Deposit) or notify the Resident that the Association intends to impose a claim on the Security Deposit and the amount and reason for imposing the claim. If damages exceed the amount of the Security Deposit the Association may collect pursuant to this Use Agreement and the Master Declaration.

5. Use. The use right created by this Use Agreement is a license for the limited purpose and time period granted by the Association to the Resident in Paragraph 2 above and is subject to and governed by this Use Agreement, the Association's Governing Documents and the Clubhouse Rules and Regulations attached hereto and made part of as Exhibit "A", as well as any and all applicable laws and ordinances governing the use of the Community and Clubhouse by Resident.

6. As Is Condition. Resident has examined and accepts the Clubhouse and its contents **AS IS**. The Association will not provide additional equipment, such as additional tables or chairs.

7. Contractors/Agents/Employees/Paid Labor. Contractors/Agents/Employees/Paid Labor of Resident are permitted to work in the Event Room with the prior written approval of the Association. Such approval may be conditioned on proof of adequate or sufficient (as determined by the Association) licensure and insurance and the submission of a certificate of insurance providing the Association as additional insured on such insurance policy(ies).

8. **Alterations.** Resident shall not make or cause to be made any alteration or addition, as distinguished from decorations as provided in Paragraph 9 below, to the Clubhouse or the Community, without the prior written consent of the Board of Directors of the Association, which consent may be denied or withheld in its sole and absolute discretion. If Resident or his or her guests, family members, employees, agents or invitees make any unauthorized alterations or additions to the Clubhouse or Community without the prior written consent of the Association, the Association may remove and dispose of such alterations and/or additions and restore the property to its original condition and the cost of same shall be deducted from the Security Deposit and/or collected pursuant to this Use Agreement and the Master Declaration.

9. **Decorations.** Decorations may only be placed in the interior of the Clubhouse, provided, however, that the Resident may place one sign, not exceeding 18 inches by 24 inches or bunch of balloons, which do not obstruct visibility for drivers or pedestrians, at the entrance to the driveway to the Clubhouse, to notify attendees of the location of the Event. Decorations which do not permanently alter or damage the Clubhouse are permitted. Nails, holes, staples and/or destructive tape in/on the walls or ceiling of the Clubhouse are prohibited. Such decorations must be completely removed from the Clubhouse and properly disposed of by Resident by the end of the Event Date.

10. **Nuisance.** Neither the Clubhouse nor the Community shall be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Community by the residents thereof, nor which is a source of annoyance to any owner or resident of the Community, or which will increase the Association's insurance rates. In the event that there is a complaint regarding excessive noise emanating from the Clubhouse, a disturbance, or other nuisance activity which results in a response by the Police Department or any other law enforcement agency substantiating the complaint, the Event must cease and terminate and there will be no refund of the Use Fee or Security Deposit.

11. **Use Restrictions.**

a) The Resident and his/her guests shall comply with the Clubhouse Rules and Regulations attached hereto as Exhibit "A".

b) In the Association's sole and absolute discretion, Resident must provide security for the Event. If required by the Association, the security provided by Resident must be approved by the Association prior to the Event Date.

b) The parking of Resident's and his or her guests', family members', employees', agents' or invitees' vehicles shall be in areas designated by the Association. Improperly parked vehicles will be subject to towing at the vehicle owner's expense.

c) As provided in Paragraph 2 above, Resident will have access to the kitchen serving the Event Room. The kitchen may be used for cooling and warming

only (i.e. use of refrigerator, freezer and microwave only). No use of grease, such as portable fryers, is permitted. No use of flammable liquids is permitted, provided, however, chafing dishes shall be permitted. No grills (gas, charcoal or electric) shall be permitted whatsoever.

12. **Negligence.** Resident shall be responsible for any and all loss or damage to the Community, the Clubhouse or any property of the Association (real or personal) caused by Resident or his or her guests, family members, invitees, employees, agents and/or invitees. The cost of any maintenance, repair, and/or replacements made necessary by the negligent or intentional act or omission of Resident or his or her guests, family members, invitees, employees, and/or agents may be deducted from the Security Deposit and/or otherwise collected pursuant to this Use Agreement and the Master Declaration.

13. **Hold Harmless/Indemnification.** In the event of theft, vandalism, damage or loss to property of Resident or Resident's guests, family members, employees, agents or invitees, or in the event of bodily injury or death to any person, or if the Association, or its directors, officers, committee members, employees, or agents move or store any property of Resident or Resident's guests, family members, employees, agents or invitees for any reason pursuant to this Use Agreement, or in an emergency, Resident agrees to indemnify and hold the Association, and its members, directors, officers, committee members, employees, and agents, harmless from any claim, cause of action, liability, damage, injury, loss, cost and expense, including, but not limited to, reasonable attorney's fees, at both the trial and appellate level, caused by or resulting from, in whole or in part, any act, omission, default, or negligence of the Association, or its directors, officers, committee members, employees, and/or agents arising from or related to this Use Agreement, including, without limitation, the moving, storing or disposing of property of Resident or Resident's guests, family members, employees, agents or invitees by the Association. Additionally, to the fullest extent permitted by law, Resident shall indemnify the Association, its members, directors, officers, committee members, employees and/or agents from and against all liability, claims, damages, injury or death of any person and/or damage of any property, losses and expenses, including but not limited to attorneys' fees, at both the trial and appellate level, arising from or related to the negligent, wrongful, improper, reckless or intentional conduct, act or omission of Resident and/or his or her family members, guests, invitees, employees, and/or agents in connection with Resident's and/or his family members', guests', invitees', employees' and/or agents' use of the Clubhouse or Community pursuant to this Use Agreement.

14. **Governing Law.** No use may be made of the Clubhouse or the Community that violates any federal, state, county or local laws, ordinances, statutes, zoning ordinances or regulations.

15. **Remedies Upon Default.** Upon default of this Use Agreement by Resident and/or his or her family members, guests, employees, agents or invitees, in addition to terminating the Event as provided herein, the Association may pursue any and all legal or equitable remedies available, including, but not limited to filing an action against the Resident and/or his or her family members, guests, employees, agents or invitees in a

court of competent jurisdiction and/or collecting any amount due to the Association pursuant to the Master Declaration.

16. Cumulative Nature of Remedies. All remedies provided for in this Use Agreement shall be cumulative and in addition to any and all other remedies available at law or in equity. The choice of one remedy shall not exclude or limit Association's right to utilize any or all other available remedies or method of enforcement, including, without limitation, remedies provided for in the Governing Documents.

17. No Implied Waivers. No course of dealing nor any failure or delay with respect to exercising any right, power or privilege under this Use Agreement shall operate as a waiver of any such right, power or privilege, and any single or partial exercise of any such right, power or privilege shall not preclude any later exercise thereof.

18. Modification. This Use Agreement shall not be modified, altered or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any modification not in compliance herewith shall be null and void and of no force or effect.

19. Attorney's Fees/Venue. In any action, litigation, arbitration, proceeding, or non-litigation enforcement action arising out of or concerning this Use Agreement, the Association shall be entitled to recover from the Resident its costs and reasonable attorney's fees, through any and all appellate levels, whether suit is or is not brought. Any legal proceeding arising from this Use Agreement shall be brought only in a court of competent jurisdiction in Palm Beach County, Florida to the exclusion of all other venues.

20. Acknowledgment. Resident hereby acknowledges that Resident has read and fully understands this Use Agreement.

21. Assignment. The rights of Resident under this Use Agreement are not assignable and Resident may not sublease or sublicense the Event Room or any portion thereof.

22. Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the attached rules and regulations, the terms and provisions of this Agreement shall control.

**BRIAR BAY COMMUNITY  
ASSOCIATION, INC.**

**RESIDENT**

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_



**EMERGENCY CONTACT INFORMATION FOR RESIDENT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Cellular Telephone No.: \_\_\_\_\_