

THE ISLES AT BAYSHORE

Facility Rental Agreement

Lakes by the Bay South Community Development District

This agreement (the "Agreement") is by and in between **LAKES BY THE BAY SOUTH COMMUNITY DEVELOPMENT DISTRICT** (The "District") and a **Renter** who is further defined as a (check one): Isles at Bayshore Club Member _____; an Annual Member _____ or a General Public User _____. This agreement is for the rental of a portion of the "Isles at Bayshore Club" facility, to be used for a private function (the "Club Facility"), and shall be subject to the terms and conditions set forth in the "Isles at Bayshore Club Rules and Regulations" (referred to in this agreement as the "Club Rules and Regulations"), which document is posted on the District's website (www.lakesbythebaycdd.com) and available upon request and made a part hereof, and the "Isles at Bayshore Club Schedule of Hours of Operations, Dues, Fees and Charges, Areas & Fees for Rentals, Rental Policies, Procedures and Regulations" (referred to in this Agreement as the "Club Schedule"), which document is posted on the District's website (www.lakesbythebaycdd.com) and available upon request and made a part hereof, each as amended from time to time by the District. To the extent of any conflict between the terms of this Agreement and the terms of the Club Rules and Regulations and Club Schedule, the terms of the Club Rules and Regulations shall prevail over the terms of Club Schedule and this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Renter (please print clearly): _____

Renter's property address: _____

Renter's phone number: ____ - ____ - ____ Phone type: ___ Mobil ___ Home ___ Work

Date of function: Day of the week _____ Date _____ Moth _____ Year _____

Time slot selected: Start _____ Finish _____ (maximum of 4 hours per time slot)

Purpose of event: _____
(birthday, wedding, shower etc.)

Number of persons expected to attend event: _____
(note the capacity of each room stated below)

Rental area requested:

- Heron Grand Ballroom _____ 196 persons max capacity
- Ibis Room _____ 43 persons max capacity
- Egret Room _____ 50 Persons max capacity
- Pool Terrace _____ 50 Persons max capacity
- Mockingbird Terrace (courtyard) _____ 50 persons max capacity
- Business center _____ 10 persons max capacity

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Renter will serve:

_____ Alcohol (requires waiver, sales are prohibited) _____ No Alcohol

_____ Food (must provide license and certificate of insurance for caterers)

Type of music/entertainment: _____ (DJ, Stereo, Band, etc.)

Please note that if music can be heard by surrounding neighbors, it's too loud.

All rental requests are subject to approval by the Clubhouse Director. Reservations are granted on a first come, first served basis and only when all items/required fees are satisfied.

Reservations, Applications, Payment of Fees:

The Rental Fee and Deposit must accompany this application, must be paid in separate money orders or cashier's checks, and will be cashed upon receipt. The Clubhouse Director may not accept an application or confirm a reserved space without receipt of 100% of the Deposit and Rental Fee. Rental fees and Deposits must be received at least fourteen (14) days in advance of the function/event to allow time for bank clearance of the cashier's checks or money orders. Payments for the Rental Fee are to be made payable to the "Lakes by the Bay South CDD". Cashier's check or money order for the Deposit are to be left blank, as it is refundable upon verification that all items in the Agreement, the Club Rules and Regulations, and the Club Schedule have been met. The Monitor Fee must be paid no later than three (3) days before the event in the form of a money order or cashier's check and made payable to the company designated by the Clubhouse Director.

Deposit, Refund, Inspection:

If the Club Facility being rented and other Club Areas are left in acceptable condition after the event, no damage or loss has occurred, and there have been no infractions of the Club Schedule or the Club Rules and Regulations as deemed by the Clubhouse Director's inspection, the Deposit will be fully refunded on the next available business day or no later than 30 days after receipt of the signed "Cleaning and Usage Checklist" to the Renter.

The Renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the event/function. This responsibility remains in effect until the Clubhouse Director completes her portion of the "Cleaning and Usage Checklist" inspection form.

The Renter is also responsible for cleaning the portion of the Club Facility rented and any other impacted Club Areas after event use, unless payment and arrangements have been made with the Clubhouse Director for cleaning by the District's or Clubhouse Director's janitorial/cleaning contractor. In such event, the Renter is still responsible for removing all event debris, trash, décor, and equipment from the facilities immediately following the function and by the time stated on the rental agreement as the ending time of

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the event/function. Cleaning is to be in accordance with the "Cleaning and Usage Checklist." Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, debris, décor, and equipment MUST BE REMOVED from the facilities immediately following the function and by the time stated on the rental agreement as the ending time of the event/function.

Additional Renter Responsibilities:

- A) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.**

At the discretion of the Clubhouse Director, Renters will be required to pay a reasonable hourly fee for a Clubhouse Director appointed "facility monitor" or "police/traffic control monitor unit" during the hours of the event. The need for such fee would be determined during the review process based upon the nature of the event, the number of attendees, and the rental history of the Renter. Should a monitor be required, the Renter will be notified prior to Clubhouse Director accepting the facility engagement. The Renter would have the right to withdraw the application for facility's rental.

- B) Under no circumstances may Renters or their guests mark the ceilings, walls, and/or furnishings in any way, to include event décor. Use of tape or otherwise affixing décor items to any clubhouse surface is prohibited.**
- C) All guests' cars must remain parked properly in the designated parking spaces in the parking lot. Driveway and parking areas must be clear of any trash or party-related debris after the event. Parking on the grass, blocking entrances/exits, or parking on the sidewalk/in front of the clubhouse is prohibited, and vehicles will be subject to immediate towing. Any damages to the parking lot areas, irrigation systems, and/or landscaping will be charged to the Renter's Deposit.**
- D) Renters and their guests are not allowed in the office areas, pool, fitness center, business center, play room, front desk area, or any other area than the area(s) rented during the event.**
- E) Closing time for private events is 12:00 midnight. Cleaning must be completed before check out time or by 1:00 AM at the latest (additional fees will apply).**

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function will require the Renter to appear before the District Board of Supervisors for the approval of any future reservations. The Board of Supervisors has the right to suspend the privileges of any Renter who has, in the Board's opinion, improperly used the terms of this Agreement, the Club Rules and Regulations, or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage or until the matter can be brought to the Board for its decision. If there is any property damage in excess of the Deposit, the Board reserves the right to bill the Renter for the damages and to pursue collections to recover the funds.

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I _____ understand and agree to abide by the above and understand that I am responsible for any loss or damages to Club Facilities, Club Property, and common areas, which may occur as a result of this event and rental.

This Agreement has been entered into on _____.

A copy of Renter's photo ID is required. Clubhouse Director may require additional forms of ID at his or her discretion.

Signature of Renter _____

Printed name _____

Signature of Clubhouse Director _____

Printed name of Clubhouse Director _____

Copy of ID (s) attached _____

Copy of deposit/payments attached _____

Staff member _____

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NO ALCOHOL RELEASE FORM

Re: event to be held on _____

The undersigned hereby releases and forever holds harmless Isles at Bayshore Club, its administrators, agents, assigns, and all other persons, firms, corporations, who it might claim to be liable, including, but not limited to, the Lakes by the Bay South Community Development District. I agree that NO ALCOHOLIC BEVERAGES OF ANY KIND will be served at a party given by _____ on _____. This is a voluntary release. The risks include those foreseen and unseen, those known and unknown.

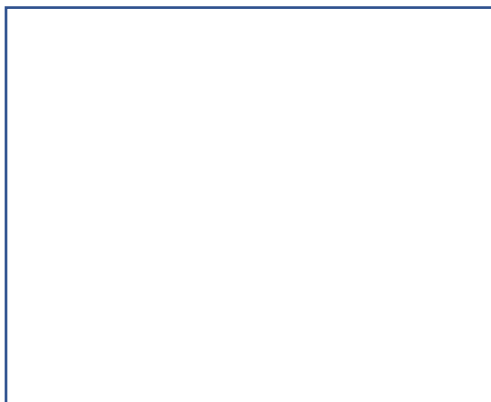
I have read and understand all of the above on this the _____ date of _____, 20_____.

Signature: _____

Printed Name: _____

This instrument was acknowledged before me on _____ by _____

Signature of Notary and Seal:



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ALCOHOL RELEASE FORM

Re: event to be held on _____

The undersigned hereby releases and forever holds harmless Isles at Bayshore Club, its administrators, agents, assigns, and all other persons, firms, corporations, who it might claim to be liable, including, but not limited to, the Lakes by the Bay South Community Development District, for any injury or incident that may occur from liquor or any other alcoholic beverage being served at a party given by _____, which may result from any automobile accident that might occur as a result of any irresponsible use of alcohol at an Isles at Bayshore Club party, event, or function.

This is a voluntary release for any and all future injuries or accidents. The undersigned is aware of the risks of using alcohol and driving and hereby assumes all risks. The risks include those foreseen and unseen, those known and unknown.

I have read and understand all of the above on this the _____ date of _____, 20_____.

Signature: _____

Printed Name: _____

This instrument was acknowledged before me on _____ by _____

Signature of Notary and Seal:

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For staff use only

Reservation date: _____ Event date _____ Event time from _____ to _____

Deposits:

- | | |
|--------------------------------------------|-------------------------------------|
| <input type="radio"/> Heron Grand Ballroom | Money order/cashier's check # _____ |
| <input type="radio"/> Pool Terrace | Money order/cashier's check # _____ |
| <input type="radio"/> Ibis room | Money order/cashier's check # _____ |
| <input type="radio"/> Egret room | Money order/cashier's check # _____ |
| <input type="radio"/> Mockingbird Terrace | Money order/cashier's check # _____ |
| <input type="radio"/> Business Center | Money order/cashier's check # _____ |

Rental fees:

- | | |
|--------------------------------------------|-------------------------------------|
| <input type="radio"/> Heron Grand Ballroom | Money order/cashier's check # _____ |
| <input type="radio"/> Pool Terrace | Money order/cashier's check # _____ |
| <input type="radio"/> Ibis room | Money order/cashier's check # _____ |
| <input type="radio"/> Egret room | Money order/cashier's check # _____ |
| <input type="radio"/> Mockingbird Terrace | Money order/cashier's check # _____ |
| <input type="radio"/> Business Center | Money order/cashier's check # _____ |

Cleaning fees:

- | | |
|--------------------------------------------|-------------------------------------|
| <input type="radio"/> Heron Grand Ballroom | Money order/cashier's check # _____ |
| <input type="radio"/> Pool Terrace | Money order/cashier's check # _____ |
| <input type="radio"/> Ibis room | Money order/cashier's check # _____ |
| <input type="radio"/> Egret room | Money order/cashier's check # _____ |
| <input type="radio"/> Mockingbird Terrace | Money order/cashier's check # _____ |
| <input type="radio"/> Business Center | Money order/cashier's check # _____ |

Additional hours: _____ Hours \$ _____ Total _____ money order/cashier's check # _____

Event monitor fee: Total \$ _____ money order/cashier's check # _____

Deposit returned on _____

Amount withheld and reason (if applicable)

Renter's signature: _____ Staff member's signature: _____

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Price lists and schedules for parities/private events

- ✓ All events include a **4-hour maximum**. Any event that runs 15 minutes past its end time will be charged \$25.00 and \$25.00 for each hour afterwards.
- ✓ The Clubhouse must be **vacated no later than 2:00AM** (no exceptions).
- ✓ Deposit must be in the form of a money order/cashier's check only. **Deposit will be left blank and is required at the time the reservation is made.**
- ✓ Rental Fee must be in the form of a money order/cashier's check only. **Check should be made out to "LAKES BY THE BAY SOUTH CDD" and is required at the time the reservation is made.**
- ✓ Cleaning fee is to be paid in the form of a money order or cashier's check and made out to the janitorial/staff member/contractor in charge of clean up. **Cleaning fee must be brought in no later than three days before event is to take place.**
- ✓ Event monitor fee is to be paid in the form of a money order or cashier's check and made out to the security company designated by the Clubhouse Director. **Monitor fee must be brought in no later than three days before event is to take place. One monitor will be required for 1-50 attendees and two monitors for 50+ attendees.**
- ✓ Failure to comply with payment schedule can result in event cancelation.

Heron Grand Ballroom

Max capacity 196 persons

Refundable deposit \$400.00

Rental Fee \$500.00

Cleaning Fee \$100.00

Monitor fee \$20. Per hour per monitor

Available Friday – Sunday 8:00PM to 12:00AM

additional hours \$25.00 first 15 minutes, \$25.00 per hour after

Pool Terrace

Max capacity 50 persons

Refundable deposit \$300.00

Rental Fee \$140.00

Cleaning Fee \$100.00

Monitor fee \$20. Per hour per monitor

Available Friday – Sunday 8:00PM to 12:00AM

additional hours \$25.00 first 15 minutes, \$25.00 per hour after

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Egret Room

Max capacity 50 persons

Refundable deposit \$300.00

Rental Fee \$175.00

Cleaning Fee \$50.00

Monitor fee \$20. Per hour per monitor

Available Monday – Sunday 8:00PM to 12:00AM

additional hours \$25.00 first 15 minutes, \$25.00 per hour after

Ibis Room

Max capacity 43 persons

Refundable deposit \$300.00

Rental Fee \$140.00

Cleaning Fee \$50.00

Monitor fee \$20. Per hour per monitor

Available Monday – Sunday 10:00AM to 12:00PM

additional hours \$25.00 first 15 minutes, \$25.00 per hour after

Business Center

Max capacity 10 persons

Refundable deposit \$100.00

Rental Fee \$50.00

Cleaning Fee \$25.00

Monitor fee \$20. Per hour per monitor

Available Monday – Sunday 10:00AM to 8:00PM

additional hours \$25.00 first 15 minutes, \$25.00 per hour after

Mockingbird Terrace (courtyard)

Max capacity 50 persons

Refundable deposit \$300.00

Rental Fee \$140.00

Cleaning Fee \$100.00

Monitor fee \$20. Per hour per monitor

Available Friday – Sunday 8:00PM to 12:00AM

additional hours \$25.00 first 15 minutes, \$25.00 per hour after