

- \_\_\_ Approved
- \_\_\_ Disapproved
- \_\_\_ Board Notification
- \_\_\_ Notice Posted
- \_\_\_ Calendar marked

<u>For Office Use Only</u>	<u>Dates</u>
Application received	_____
Deposit received	_____
Deposit amount \$ _____	(non-refundable)
Deposit amount \$ _____	

LAKE FOREST CONDOMINIUM ASSOCIATION OF PINELLAS COUNTY, INC.  
 RESERVATION AND INDEMNIFICATION AGREEMENT  
FOR THE RESERVED USE OF THE CLUBHOUSE AND POOL BY RESIDENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, the owner(s)/tenant(s) of Unit \_\_\_\_\_ (the "RESIDENT") of Lake Forest Condominiums, a Condominium ("Lake Forest"), and Lake Forest Condominium Association of Pinellas County, Inc., a Florida corporation not for profit (the "ASSOCIATION").

WHEREAS, RESIDENT desires to reserve the Lake Forest Clubhouse and Pool facilities for the use of RESIDENT and RESIDENT'S guests as set forth below and the ASSOCIATION agrees to permit RESIDENT and RESIDENT'S guests to use the Clubhouse and Pool facilities, subject to the requirements of this Agreement and the attached Rules and Regulations for Reservation and Use of Clubhouse and Pool facilities.

DATE OF FUNCTION: _____ Monday thru Thursday 9AM-4PM and Friday & Saturday 10AM-9PM ----- <b>NO SUNDAYS</b>  TIME (From) _____ (To) _____ <b>NOT TO EXCEED 3 HOURS</b>	Reserved parties may be held as follows:  NUMBER OF GUESTS: _____ <b>MAXIMUM 20 GUESTS ALLOWED</b>
RESERVED PARTIES MAY USE <b>ONLY</b> 2 ROUND TABLES WITH CHAIRS AND PICNIC TABLE.	
<b><u>PARKING:</u></b> PARKING ALLOWED ONLY TO UNLOAD AND LOAD FOR A LIMIT OF 15 MINUTES.	
<b><u>CAUTION:</u></b> PARKING ON STREET/GRASS IS SUBJECT TO TOWING AT OWNER'S EXPENSE.	

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **APPROVAL BY ASSOCIATION:** The ASSOCIATION does hereby approve RESIDENT'S request to reserve the Clubhouse and Pool facilities for the use of RESIDENT and RESIDENT'S guests as set forth above.
2. **PRIVATE FUNCTION:** RESIDENT certifies that the Function is a private social party hosted by RESIDENT. It is not a commercial, political, business or similar affair and no promotional, selling, training or similar activities will occur. RESIDENT is paying all costs and charges in connection with the Function without reimbursement from any other source.
3. **EXCLUSIVE USE FEE AND DEPOSIT:** Deposit will be required for all Functions as follows:  
 \$25 non-refundable Exclusive Use Fee plus \$300 Damage Deposit

Payment of the Exclusive Use Fee and Deposit is due at the time this Application is submitted by the RESIDENT. Any damages to the common elements will be deducted from the deposit and the balance reimbursed. If damages exceed the Deposit, the RESIDENT will be invoiced for the balance due, and shall pay such excess within ten (10) days after the date of invoice.

4. **RELEASE BY RESIDENT:** RESIDENT hereby releases, waives and discharges the ASSOCIATION from and against any and all liabilities, losses, damages, claims, demands and actions, of any nature and kind, including any resulting from the Association's negligence arising from or otherwise relating to the use of the Clubhouse and Pool facilities by RESIDENT, including any personal injury or property damage sustained by RESIDENT.

5. **INDEMNIFICATION BY RESIDENT:** RESIDENT agrees to indemnify and does hereby indemnify and hold the ASSOCIATION forever harmless from and against any and all liabilities, losses, damages, claims, demands and actions, of any nature and kind, including any resulting from the Association's negligence arising from or otherwise relating to the use of the Clubhouse and Pool facilities by RESIDENT and/or RESIDENT'S guests, including any personal injury or property damage sustained by RESIDENT and/or RESIDENT'S guests and attorney's fees. In the event a claim is made or an action is filed with respect to the subject of any of the indemnities contained in this Agreement, RESIDENT agrees to employ attorneys acceptable to the ASSOCIATION to appear and defend the claim or action on behalf of the ASSOCIATION, at the sole expense of RESIDENT.

6. **COMPLIANCE BY RESIDENT AND GUESTS:** RESIDENT agrees to comply and to cause RESIDENT'S guests to comply, with all Rules and Regulations of Lake Forest Condominiums, as the same may be adopted and amended by the ASSOCIATION from time to time. **RESIDENT ACKNOWLEDGES RECEIPT OF THE ATTACHED RULES AND REGULATIONS FOR RESERVATION AND USE OF THE CLUBHOUSE AND POOL FACILITIES AND HAVE READ THE RULES AND REGULATIONS.** \_\_\_\_\_ (initials)

7. **RESIDENT'S LIABILITY:** RESIDENT assumes full responsibility for the actions of RESIDENT'S guests. RESIDENT shall be liable to the ASSOCIATION for any and all loss, damage or breakage to the Clubhouse and Pool facilities or to the Lake Forest property, equipment and common elements that occurred during the Function or was caused by RESIDENT or RESIDENT'S guests. Full payment to the Association for any damage and for any other expenses incurred shall be delivered to the Management Office within ten (10) days after the date of invoice. RESIDENT shall be present at the Clubhouse and Pool facilities before, during and after the reserved time and shall supervise the behavior of RESIDENT'S guests until such time as all of RESIDENT'S guests have left Lake Forest.

8. **INTERPRETATION:** RESIDENT expressly agrees that this Reservation and Indemnification Agreement is intended to be as broad and inclusive as permitted by Florida law. If any provision of this Agreement is held invalid or unenforceable, the parties agree that the remaining provisions shall nevertheless continue in full legal force and effect.

9. **ATTORNEYS' FEES:** In any legal action by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all expenses incurred, including reasonable attorneys' fees and court costs from the non-prevailing party, in connection with such action.

IN WITNESS WHEREOF, the parties hereto have executed this Reservation and Indemnification Agreement as of the date first above written. RESIDENT further acknowledges that RESIDENT has carefully read this Agreement and the RULES AND REGULATIONS FOR RESERVATION AND USE OF THE CLUBHOUSE AND POOL FACILITIES, which are attached hereto and incorporated herein by reference, understands the contents hereof, agrees to abide hereby, and signs this Agreement freely and voluntarily.

ASSOCIATION:  
  
LAKE FOREST CONDOMINIUM ASSOCIATION  
OF PINELLAS COUNTY, INC.  
  
By: \_\_\_\_\_  
\_\_\_\_\_(Title)  
Lake Forest Board of Directors

OWNER(S)/RESIDENT(S)  
  
signature \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
signature \_\_\_\_\_  
Print Name: \_\_\_\_\_

**NOTE:**  
THIS APPLICATION DOES NOT GIVE THE HOST/HOSTESS THE EXCLUSIVE USE OF THE POOL & CLUBHOUSE FACILITIES AND WILL NOT PROHIBIT OTHER OWNERS FROM USING THE POOL & CLUBHOUSE.

IT IS UNDERSTOOD THAT OWNERS WHO HAVE LEASED THEIR UNITS HAVE ALSO LEASED THEIR UNDIVIDED OWNERSHIP IN THE CLUBHOUSE AND POOL FACILITIES, AND THEREFORE HAVE NO RIGHT TO USE SUCH FACILITIES DURING THE PERIOD OF THE LEASE EXCEPT AS A GUEST.

LAKE FOREST CONDOMINIUM ASSOCIATION OF PINELLAS COUNTY, INC.  
RULES AND REGULATIONS FOR  
RESERVATION AND USE OF THE CLUBHOUSE AND POOL FACILITIES

1. All facilities of the Clubhouse and Pool are intended for the exclusive use of Owners/Residents and their Guests, subject to the provisions herein.

2. CLUBHOUSE AND POOL FACILITIES SHALL BE AVAILABLE TO ALL OWNERS/RESIDENTS AND THEIR GUESTS NOT ATTENDING A PRIVATE FUNCTION DURING THE TIME THE CLUBHOUSE AND POOL FACILITIES HAVE BEEN RESERVED.

3. To reserve Clubhouse and Pool facilities, an application is available from the Management Office, and must be fully prepared and submitted to the Management Office for action by the Board of Directors. Application must be submitted not later than 2 weeks prior to the requested date of function. Number of guests shall not exceed 20 guests and Function will not exceed 3 hours in length.

4. There will be an Exclusive Use Fee and Damage Deposit required for all functions with the Application, as follows: \$25 non-refundable Exclusive Fee plus \$300 damage deposit (any damages will be deducted from the deposit).

5. All costs and expenses of the Function must be paid for by the Host/Hostess who must be an Owner/Resident. Final adjustment to all charges will be made following the function, including costs for loss, damages or breakage described elsewhere herein.

6. FACILITIES MAY BE RESERVED AS FOLLOWS: MONDAY thru THURSDAY 9AM-4PM AND FRIDAY & SATURDAY 10AM-9PM, **NO SUNDAYS**. CLUBHOUSE AND POOL FACILITIES MAY NOT BE RESERVED ON HOLIDAYS OR WEEKENDS ENCOMPASSING LEGAL HOLIDAYS. FACILITIES MAY BE RESERVE FOR A MAXIMUM OF 3 HOURS.

7. PARKING WILL BE PERMITTED IN VISITOR PARKING SPACES, IF AVAILABLE. PARKING IS **NOT** PERMITTED ON STREET/SIDEWALKS. PARKING PERMITTED ONLY FOR UNLOADING/LOADING WITH A 15 MINUTE LIMIT.

8. ALL GATES AND RESTROOM DOORS MUST REMAIN LOCKED AT ALL TIMES. (DO NOT PROP THE GATE OPEN FOR ANY REASON.)

9. Owners who have leased/rented their Residential Units also have leased/rented their undivided ownership in the Clubhouse and Pool facilities and, therefore, have no right to use the Clubhouse and Pool facilities except as a guest during the period of the lease/rental for the leased/rented Unit.

10. HOST/HOSTESS SHALL BE PRESENT BEFORE, DURING AND AFTER THE FUNCTION. HOST/HOSTESS WILL BE RESPONSIBLE FOR CLEANUP AFTER PARTY. POOL COMMITTEE MEMBER OR BOARD MEMBER WILL INSPECT FACILITIES AT END OF FUNCTION.

11. If loss, damage or breakage is determined to have occurred, Pool Committee Member or Board Member will invite the Host/Hostess to perform an inspection. Pool Committee Member or Board Member will report all damages to Management, cost for repairs and/or replacement will be deducted from the deposit. If costs exceed deposit, Host/Hostess will be invoiced for the additional costs. Payments will be due within ten (10) days of invoice.

12. All persons using the Clubhouse and Pool facilities do so at their own risk and the Association shall not be liable for any personal injury, loss of life, loss of property or damage resulting from the use of the Clubhouse and Pool facilities.