

Fountain Lakes Community Hall
Registration & Utilization Agreement

Date & Time of the Event: _____

Nature of Event: _____

Owner Name: _____

Owner Address: _____

Owners Telephone: _____

Deposit Received _____

Deposit Returned _____

- RENTAL PRICES ARE ATTACHED
- DEPOSIT \$ 500.00 (SEAPRATE CHECKS PLEASE)
- Owner acknowledges that he/she is responsible for all activities at the event.
- Owner must return all chairs and tables to their original or storage location
- Owner will be responsible for any chairs and/or tables that are missing or damaged.
- Owner is responsible for returning any access key issued to the management office. (If applicable)
- Any key not returned will be subject to a \$45.00 replacement fee. (If applicable)
- The owner must be present for the event and at all times during the event.
- The pool area does not have a life guard and no children are allowed in that area without adult supervision. Florida state law does not allow for pool use after dusk. The owner will be held responsible for the safety and security of all attendees and indemnifies the "Association" against any claims that may arise out of the use of the facility and pool.

The owner will return the area to its original clean and orderly state. Any damage to the property, plants and fixtures of the association common areas will be repaired or replaced to the satisfaction of "The Board" at the cost of the owner making the reservation.

The owner is responsible to notify and educate their guests of the rules and regulations for the community and applicable local, state and statutory regulations. The owner is responsible for the compliance with all rules and regulations pertaining to use of the Clubhouse or pool areas. Any violation of the rules established or damage caused during this event will result in a service charge or fine, to be charged to the owners assessments and will be due and payable with the quarterly assessments including any late fees, interest or addition penalties.

The Fountain Lakes Community Association, Inc. shall be held harmless and indemnified by the owner/signer against liability for injuries, personal property loss or theft.

Failure to comply with any term or condition assigned to the use agreement, or violation of any law of the County of Lee, and State of Florida, will result in immediate termination of the event.

I have read and agree to all terms and conditions here stated and sign below.

Owner Signature

Date

Owner Address

Fountain Lakes Activities Room Rental Policies

Whereas, the Fountain Lakes Activities Room is owned by its members and its use should be considered an amenity to its members only, and, whereas, it is the responsibility of the elected Board of Governors to preserve, protect and maintain all amenities of the community, it is hereby resolved that the following policies be established for the use of the Fountain Lakes Activities Room.

General requirements:

All scheduled events must be scheduled through the management company and meet all requirements as detailed below. The rental of the facility does not include the use of Fountain Lakes supplies, any missing supplies will be deducted from the security deposit. (The pool and deck area is not to be used during any event.)

Free of Charge:

1. Fountain Lakes Board Meetings, Committee Board Meetings, Neighborhood Board Meetings.
2. Any Fountain Lakes function that is open to all residents and guests.
3. Any neighborhood function that is open to all neighborhood residents.
4. All of the above events cannot be of a commercial nature (**the sale of goods or services**).
5. Any amenity club under jurisdiction of membership services committee. Such as; sports, sewing, art, cards, etc. any hall damages shall be the responsibility of the sponsoring club. Reservation must be by Owner or Board Member. Exhibitors are limited to FLCA residents (no outside vendors) and event is open to the public.
6. Any social event sponsored by a resident that is open to all Neighborhood Residents and guests or Fountain Lakes Residents and must be approved by the neighborhood board and publicized accordingly.
7. Any memorial service for a deceased resident.
8. All regularly scheduled Board or Committee meetings shall have priority for date and time. .

\$300.00 Charge:

For any private function sponsored by an owner, the owners must sign the rental form and attend the function, and the room must be cleaned and vacated by 9:00 p.m. If the event goes past 9:00 p.m., there will be a \$25.00 fee for each additional 30 minutes, and those charges will be deducted from the security deposit.

Security Deposits:

A refundable damage deposit of \$500.00 must be paid by the sponsor with a signed rental agreement by the owner.

Exceptions:

County elections polling place and any civic function that has been approved by the Board in advance shall be charged at the discretion of the board.

If liquor is served at a function, the rental must have an owner signed indemnity form prior to the function and no liquor can be sold at any event.

Signs:

Private party: one directional sign at the divide (past entry gates on 41) of Fountain Lakes Blvd the day of the party only.

Sponsored events by Membership Services open to the public: two signs, one at the US41 entry to be a banner type sign and professionally made not more than 6 days prior to event, and one directional sign at the divide (past entry gates on 41) the day of the event.

Private party: one directional sign at the divide (past entry gates on 41) of Fountain Lakes Blvd the day of the party only.

Sponsored events by Membership Services open to the public: two signs, one at the US41 entry to be a banner type sign and professionally made not more than 6 days prior to event, and one directional sign at the divide (past entry gates on 41) the day of the event.

FOUNTAIN LAKES COMMUNITY ASSOCIATION, INC.

Waiver for Use of Alcoholic Beverages

I, owner or resident of (address) in Fountain Lakes Community Association, Inc., hereby agree to accept the responsibility for a private party to be scheduled at the Fountain Lakes Clubhouse on the ____ day of _____

Initial

() If alcoholic beverages are served/consumed at the Clubhouse, it shall be done within the Clubhouse and surrounding area. Alcohol shall be served only to those who are of legal age. The sale of alcoholic beverages is prohibited, including sale by a ticket of admission to an event at the Clubhouse or on a per drink basis or by any other similar means.

() In no event shall alcoholic beverages be consumed at the Clubhouse by someone under the age of twenty-one (21).

() I assume all responsibility, risks, liabilities and hazards incidental to the serving or presence of alcoholic beverages at my event, and I hereby release and forever discharge Fountain Lakes Community Association, Inc., and its subsidiaries, agents, managers, representatives, directors, officers, successors, assigns, and any and all other associated entities or individuals (the "Released Parties") from any and all loss, claim, injury, demand, liability, damage, action, judgment, compensation, cost or expense of whatever nature, including, but not limited to, claims for property damage, personal injury, or death, when such injury or damage shall result from, arise out of, or be attributable in any way to the service or presence of alcoholic beverages at my event.

() I hereby further agree to indemnify and hold harmless Fountain Lakes Community Association, Inc. and the Released Parties from any and all property damage, personal injury, death or other claim made by any person, firm or entity, including, but not limited to, my family members, employees, agents, servants, guests or invitees, arising out of or in any way related to the service or presence of alcoholic beverages at my event.

SIGNATURE _____

DATE: _____

Any violation of the rules established or damage caused during this event will result in a service charge or fine, to be charged to the owners assessments and will be due and payable with the quarterly assessments including any late fees, interest or addition penalties.

The Fountain Lakes Community Association, Inc. shall be held harmless and indemnified by the owner/signer against liability for injuries, personal property loss or theft.

Failure to comply with any term or condition assigned to the use agreement, or violation of any law of the County of Lee, and State of Florida, will result in immediate termination of the event.

I have read and agree to all terms and conditions here stated and sign below.

Owner Signature _____

Date _____

Owner Address _____