

# Clubhouse Rental / Reservation Agreement

The upper level of Calabay Parc at Tower Lake Clubhouse is available for private rental by current homeowners of Calabay Parc to be used by their registered tenants or themselves.

## Guidelines for Private Reservations:

- If a homeowner is not current on their HOA assessment, or has outstanding Reservation fees due, they are not permitted to request a reservation until paid to current.
- Rental reservations are only applicable to private parties that are not open to the rest of the homeowners and community. Reservations are required if you or guests are planning on decorating or will be bringing in personal items to be used at the clubhouse for an event.
- Any event that is open to the community, does not require rental reservations. Anyone wishing to use the clubhouse must check the community calendar online as to not conflict with prior rental reservations. Please note, charges for cleaning and damages are applicable when in use.
- Reservations can only be made by contacting the management office at [admin@hcmanagement.org](mailto:admin@hcmanagement.org).
- Reservations are on a first-come, first-serve basis, and requests must be submitted at least 7 days prior to the requested date.
- No reservation or event will extend past 12:00 AM, or begin before 8:00 AM.
- Reservations will be at a rate of \$10.00 per hour, up to a maximum of \$50 per date. All charges for reservations will be charged to the homeowners quarterly statement. **A pre-payment for cleaning services will also be required for all rentals in the amount of \$150.**
- Any additional charges and fees from damages, cleaning, etc. will be communicated to the homeowner within 7 days, and will be charged to the homeowners quarterly statement. A event checklist will also need to be submitted 24 hours after

The below must be completed and signed by the homeowner.

The Calabay Parc at Tower Lake HOA reserves the right to cancel a reservation in the event that the Clubhouse suffers damage or other reasons that cannot be corrected prior to the reservation date scheduled.

Date(s) of Use: \_\_\_\_\_ Hour(s) of Use: \_\_\_\_\_

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

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

Property Manager: \_\_\_\_\_

Responsible Member (if other than homeowner): \_\_\_\_\_

## Homeowner agrees to:

- Assume 100% responsibility for the conduct of all guests attending the event.
- Ensure "Responsible member", whom is over the age of 25, and meets the requirement of "Clubhouse Rules and Regulations sections A.2 or A.3, remains at the Clubhouse for the duration of the rental period until all guests have departed the event.
- Permit no more than fifty (50) guests at the event
- No tape, pins or nails may be used to hang décor on the walls. The use of removable command strips are allowed and must be removed at the end of the event.

- Inform guests of designated parking spots.

For clubhouse reservation, there is a limit of 15 visiting cars permitted.

There is no parking on grass lots, private driveways, or blocking access to the dock.

Please ensure to arrange parking and transportation from external of the community as needed.

Please note that there is no parking along Bates Road, outside of the community.

- Be considerate of neighboring homes at all times.
- Be considerate of anyone utilizing the Gym in the lower area of the clubhouse.
- Use of the facility must end at the indicated time.
- Limit noise/music levels so that they comply with state and local laws and do not disturb residents.
- No smoking, vaping, or e-cigarettes are to be used inside Clubhouse, on the balcony or within 20 feet of any Clubhouse doorway. No illegal substances are allowed within or near the clubhouse facility at any time.
- No firearms are permitted on the premises unless authorized by law
- Abide by the laws of the State of Florida as they relate to the serving and consumption of all alcoholic beverages. The HOA strongly encourages no alcohol at the clubhouse to be consumed.
- Notify the property manager of any problems encountered and any damage to Clubhouse and/or grounds during use.
- In the event that the property is damaged to the extent that it cannot be reserved by another homeowner, there will be a fine of \$50.00 per day assessed to the homeowner until all damages to the Clubhouse and/or grounds are repaired to its original condition. Additionally, the Renting Party will possibly be ineligible for any additional use of the Clubhouse.
- Clean the Clubhouse and surrounding grounds immediately following the event. The Renting Part is responsible for proper cleanup of the facilities and for any damages. The event checklist must be submitted by email to the HOA Management within 24 hours of rental and to include pictures. The Renting Party will be charged the costs of any necessary cleanup and for any and all repairs.
- Agrees by signing below that he/she has been legally notified of the fees, fines and charges under the specified conditions stated within this agreement.
- Agrees by signing below that he/she has read and understands the "Rules and Use for the Clubhouse".

Homeowner: \_\_\_\_\_ Date: \_\_\_\_\_

Property Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Responsible Member: \_\_\_\_\_ Date: \_\_\_\_\_

## COVID-19 WAIVER AND RELEASE

Calabay Parc at Towerlake Homeowners Association, Inc. ("Association") adopted the following guidelines and procedures ("General Rules") for the safety and health of participants occupying and/or using the common areas, facilities, and clubhouse (hereinafter collectively referred to as "Amenities"). Each participant must sign this form and follow the General Rules when using the Amenities. The Association reserves the right to limit the number of participants who use the Amenities at any point in time. These General Rules are subject to change without notice. The Association reserves the right to terminate privileges for any participant who does not follow General Rules.

**The waiver below, when signed, is agreed by the homeowner renting the Clubhouse and is valid for the owner and all guests and invitees for the rental period. Signing of this waiver gives acceptance to all persons attending of SB 72 passed by the State of Florida on liability due to COVID-19.**

### **A. General Rules for Use of Common Areas and Facilities**

Participants must adhere to the following rules and guidelines when using the Amenities:

- DO NOT enter or use any Amenity if you have a cough, fever, or other symptoms of illness.
- Maintain at least six (6) feet between you and other people who are not part of your immediate household.
- Wear a face covering when you are using the Amenities.
- Thoroughly wash your hands before using the Amenities and wash all object(s) you bring into the Amenity area. Participants are responsible for bringing their own disinfectant and are responsible for their own touch surfaces.
- Wipe down all surface's equipment, objects and furniture you and your guests touch or used in the Amenity areas prior to leaving. Participants are encouraged to bring their own cleaning supplies for equipment provided they are not harsh chemicals to cause burns. No un-diluted bleach and/or ammonia will be allowed for example.
- NO guests are allowed within the fitness equipment area. Only homeowners and their immediate household members may use this area.
- Any food and drinks must be fully removed at the end of rental use along with trash. NO alcohol is allowed at any time.
- Children under the age of sixteen (16) are NOT allowed in the clubhouse facility unless accompanied by an adult 18 years of age or older within the same household.
- Children under the age of twelve (12) must be supervised in the restroom by an adult from the same household. Participants are responsible for leaving the restrooms in clean condition after use.

### **B. COVID-19 Inherent Dangers**

I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the Amenities. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on those surfaces. I also understand that there is a risk of contracting COVID-19 by using the Amenities. I understand that the Association does not make any representations or warranties that I will not contract COVID-19 by use of any amenities. I am aware that frequently touched surfaces include, but are not limited to, the following:

- Light switches, keyless entry readers and lockboxes
- Restroom faucets, sinks, soap and paper towel dispensers, toilet flush controls and door
- Door knobs/handles
- Stair railings
- Tables, chairs, chaise loungers and kitchen surfaces and equipment
- Fitness Equipment
- Elevator controls and doors
- Drinking fountains
- Any emergency shut off controls

I understand and acknowledge that in the event of contracting COVID-19 or any other illness or injury, the Association does not owe me a legal duty to take any action on my behalf.

**C. Assumption of Risk**

I certify that I am physically fit and suffer from no condition, impairment, disease, infirmity, or other illness (including COVID-19) that would endanger others or prevent me from using the Amenities. I hereby assume all risk of loss, danger, property damage or injury (including death) to myself, my children and guests from COVID-19 infection or other illnesses or injuries arising from the use of the Amenities, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself, my children or any guests who accompany me, as a result of using the Amenities.

**D. Waiver, Release and Indemnification**

In consideration of being able to use the Amenities during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue the Association, its directors, officers, employees, managing agents, volunteers and contractors (collectively referred to as "Released Parties") from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), and property loss, which may result from my use of the Amenities or arising from the negligence or fault of the Released Parties. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the Amenities.

**PARENT/GUARDIAN WAIVER FOR MINORS (Under the age of 18):**

The undersigned parent(s) or legal guardian(s) do hereby represent that he/she has consented to his/her child's use of the Amenities, and has agreed on behalf of the child, to the terms of this waiver and release of liability and to save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the Amenities.

## COVID-19 WAIVER AND RELEASE

**I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR GUESTS OR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS, MANAGING AGENTS OR COMMUNITY VENDORS FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY.**

(I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of Florida (SB 72) and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.)

**MUST BE SIGNED BY ALL HEAD OF HOUSEHOLDS AND PARTICIPANTS 18 YEARS OF AGE OR OLDER:**

PARTICIPANT 1 SIGNATURE: \_\_\_\_\_ PARTICIPANT 2 SIGNATURE: \_\_\_\_\_

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

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

MEMBERS OF HOUSEHOLD PARTICIPANTS FOR FOLLOWING ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

Please submit the signed wavier to Highland Community Management:

Address: 3020 S. Florida Ave. Suite 305; Lakeland, FL 33803

Email: [admin@hcmanagement.org](mailto:admin@hcmanagement.org)

# CALABAY PARC AT TOWER LAKE

HOMEOWNERS ASSOCIATION, INC.

## Clubhouse Rules & Regulations

### A. Clubhouse General Rules and Regulations

1. The Clubhouse facilities are for the use of Member Homeowners, their guests and long-term and short-term tenants.
2. Any Member may delegate their right of use of the Clubhouse facilities to a long-term tenant who resides on the property. The Member, who must advise the Association of such tenancy and provide a copy of the lease for approval, shall notify the Association's Management Company in writing of the name of any such tenant who will then be sent a Keycard Registration Form. The rights and privileges of such tenant are subject to suspension to the same extent as those of the Member. The Member will retain full responsibility for the actions of such tenant whilst using the Clubhouse.
3. Any Member may delegate their right of use of the Clubhouse facilities to a short-term tenant who resides on the property for the duration of their stay only. The rights and privileges of such tenant are subject to suspension to the same extent as those of the Member. The Member will retain full responsibility for the actions of such tenant whilst using the Clubhouse.
4. Any Member may request to Reserve the Clubhouse Upper Level for a private function. This request form, "Clubhouse Rental / Reservation Agreement" is available from the HOA Management Company and must be completed and signed by the Member Homeowner. Those identified under section A.2 and A.3 are not authorized to create such request.
5. During any period in which a Member is in default in the payment of quarterly or special assessments levied by the Association, the right to use will be suspended until dues or assessment are paid in full.
6. For violations by the Member homeowner or their guests or tenants of any Rules and Regulations governing the use of the Clubhouse facilities, the right to use of a Member will be suspended for a period to be determined by the Board.
7. The Clubhouse will be for the exclusive use and enjoyment of Member homeowners, their guests and tenants.
8. An adult must accompany minors (under 18 years of age) at all times while in the Clubhouse.
9. The Member homeowner (or tenant as provided in Rule A.2 and Rule A.3) must be present for the entire time the Clubhouse facilities are in use.
10. The Member homeowner or tenant is responsible for the conduct of their guests to ensure proper behavior and prevent damage and excess noise.
11. Any Member homeowner or tenant believing that Clubhouse Rules and Regulations are being violated should notify the Association's

- Management Company or other appropriate authorities immediately.
12. The maximum number of people allowed in Clubhouse is 152 on the Upper Level and 124 on the Lower Level.
  13. The Clubhouse facilities are available from 5:00 a.m. daily and must be vacated by 10:00 p.m, unless specifically arranged through the HOA Management Company.
  14. Animals are not permitted in the Clubhouse, except for service animals.
  15. Outside doors must be kept closed when the air conditioning is on.
  16. Smoking, vaping and e-cigarettes of any kind are not permitted in the Clubhouse, balcony or within 20 feet of any doorway.
  17. No illegal substance will be allowed at any time in the Clubhouse or grounds.
  18. No individual or organization other than the Homeowners Association can use the Clubhouse for money raising or charity purposes.
  19. Gas and charcoal Barbecues are allowed but are restricted to the external area to the rear of the building, and must be located at least 20 feet from any part of the Clubhouse structure or external equipment.
  20. All users of the Clubhouse accept that Electronic Entry Systems and Closed Circuit Television (CCTV) are in operation at all times in order to secure the premises from unauthorized entry or damage. In the event of any unauthorized entry or damage, data from these systems will be used to identify those responsible and referred to the appropriate authorities.

#### B. Fitness Center

1. The Association and its employees or agents accept no responsible or liability for accidents or injury.
2. Exercise equipment is for use by adults only (18 years of age or older).
3. All exercise activities are unsupervised and used at users own risk. Please take all precautions for the safe enjoyment of the equipment. Anyone enjoying our equipment is responsible for its proper use and care.
4. Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.
5. Exercise equipment, and the immediate surrounding area should be wiped down after exercising so it's clean for the next user.
6. If another person is waiting, equipment use is limited to 30 minutes.
7. Food is not permitted in the fitness center.
8. Water or other sport drinks must be contained in non-breakable spill-proof containers.
9. Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
10. Any issues or problems with the equipment should be reported to the Gatehouse or the Association's Management Company immediately.

C. Cleanliness of Clubhouse facilities

1. Member homeowners, their guests and tenants are expected to leave the facilities clean and tidy.
2. Remove all inside and outside trash for disposal. Do not leave any trash at Clubhouse.
3. Return moved furniture to original location.
4. Leave refrigerator turned on with door closed and all other kitchen appliances off.
5. Turn off inside lights and ceiling fans.
6. Return Air Conditioning / Heating to original settings.
7. Close all doors and windows.

Assigned Badges: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Clubhouse Rental Checklist

The below is a list of requirements that must be completed after your rental in order to not incur further charges for your rental. If upon you first entering the clubhouse you note any damage or that any of these conditions are not met by previous occupants, please report it immediately with photos if necessary to [admin@hcmanagement.org](mailto:admin@hcmanagement.org) to avoid you being held responsible. After your rental, please initial each item as you complete them, sign where indicated and return this form via email. Items not checked-off may be assumed as not completed. If any of these are found not completed after your rental, your owner will be charged for the additional added expense in order to return the clubhouse to it's original state prior to rental. This form must be completed within 24 hours after rental.

\_\_\_\_\_ All garbage must be brought out to the home in order to be placed in a garbage can for pick-up on next collection date. No garbage is to be left on-site.

\_\_\_\_\_ Kitchen counters and sink wiped down and left clean.

\_\_\_\_\_ Refrigerator and microwave emptied and cleaned.

\_\_\_\_\_ Tables and chairs cleaned and neatly returned to it's original configuration. Any additional rented items must be removed from the clubhouse after rental.

\_\_\_\_\_ Take down and remove party decorations. No sign of tape, push pins, tacks or decorations left on walls. Damage from decorations must be repaired.

\_\_\_\_\_ Floors swept and mopped.

\_\_\_\_\_ Close all blinds.

\_\_\_\_\_ Make sure bathrooms are cleaned out and in operating order.

\_\_\_\_\_ Turn off ceiling fan and ALL lights, including outside lights.

\_\_\_\_\_ Please make sure all doors are closed and locked and can only be accessed by use of clubhouse key.

\_\_\_\_\_ Return this signed completed checklist within 24 hours of rental.

I understand that if all of the above items are not completed, I risk additional charges to my account.

Owner/Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_