

Villages of Monterey-CLUBHOUSE FACILITY USE AGREEMENT

Use of the recreational facilities is limited to owners of homes in Villages of Monterey and their accompanied guests.

Owners who wish to reserve the Clubhouse for social functions, may do so pursuant to the following conditions:

1. These rules are promulgated pursuant to the authority granted to the Board in Section 5 of the Monterey Master Protective Covenants, specifically with respect to rules and regulations governing use and enjoyment of the Community Common Areas ("Common Areas"). Applicants for exclusive use of portions of the Common Areas are advised that Monterey Master Owners' Association (hereinafter the "Master Association") may deny a request for any reason, which in the judgment of the Board would reasonably interfere with the use of the Common Areas, by other Community members. In no event shall all the Common Areas be subject to exclusive use at any one time. The reserving Resident shall be present the entire time they have reserved. A resident over the age of 21 must be present at all times. Owners are limited to 2 separate weekend days defined as Friday, Saturday and Sunday (ONLY 1 usage per day is allowed) and 4 weekday uses per calendar year. The following are black-out dates for use by the Association: New Year's Eve, Super Bowl Sunday, Kentucky Derby Saturday, Halloween and the second Saturday of December.
2. Owner shall make the request for use to the Master Association no less than two weeks and no more than 90 days in advance of the intended date of exclusive use. The Master Association has delegated initial review of requests for exclusive use to the current Property Management company and will consider reservations in the order received. The Master Association approval, if granted, must be in writing and it is the owner's responsibility to obtain an appropriate written approval from the Master Association as evidence of the approval. If a request is disapproved by the Manager on grounds other than conflict with a prior reservation, the Master Association shall reconsider the disapproval if requested by the owner.
3. Owner shall provide "event" type liability insurance coverage for the time and activities involved, naming the Master Association as an "additional insured" if requested by Master Association. The Master Association will also request coverage from any entity, organization or business that is involved in the owner's event (i.e. company or church picnic of which owner is a part).
4. The owner using the facilities shall deposit a Refundable Fee of five hundred dollars (\$500.00) for the main clubhouse and for the game room with the Master Association. A Non-Refundable Usage Fee shall be an additional check for \$250/150/75 (depending on venue, see below) which is for a pre event orientation and post event inspection at the time of submitting the executed Facility Use Agreement. The entire deposit may be used as Security Deposit to offset any claims the Master Association may have for additional clean up or repair(s), but the owner's and group's liability is not limited to the amount deposited.
5. The Master Association may require additional assurances, or impose additional requirements, as a condition of approval for any specific use. Should the Master Association feel it is warranted, you may be required to hire a security guard due to the size/nature of your event. Prevailing rates will apply.
6. The owner shall be responsible for and provide for all clean-up of facilities used. Please leave the facilities in the condition that you found them. If the Master Association has to perform additional clean up after any private social activity, the owner will reimburse the Master Association for all costs, plus an administrative charge of \$50.00.
7. The owner shall reimburse the Master Association for the repair of any damage to the facilities plus an administrative charge of \$50.00. The owner is responsible for notifying the Master Association of any pre-existing facility damage prior to use. The burden of proof that Owner or Owner's Guest was not responsible for damage is the Owner's. Please email info@VOMHOA.com (or property manager) of broken item with a digital photo attached

8. The owner shall: a. be responsible for damages to the Common Areas inflicted by the owner's guests; b. advise his guests of all current rules relating to use of the recreational facilities; c. limit the number of persons to 142; d. comply with all Master Association rules and governmental ordinances, laws, and regulations, including any and all special requirements imposed by the Master Association for a particular event; e. comply with all laws and ordinances and any special requirements concerning alcoholic beverages imposed by the Master Association; and f. use all reasonable efforts to prevent damage to the private property of other owners, or significant inconvenience to other owners, or other serious obstruction of the rights of other owners.

9. In the event that an appropriate approval is obtained, the Master Association shall have no obligation to take further measures to exclude persons who have a general right to use the Common Areas. The only remedy of the owner with exclusive use privileges shall be to petition the Master Association to impose one or more sanctions against the offending owner as provided in the Monterey Master Protective Covenants for violation of Master Association rules.

10. The Owner and any entity, organization or business shall indemnify, defend and hold harmless the Master Association, its employees, directors, officers, agents and representatives from and against any and all claims, damage or expense, including but not limited to attorneys' fees and costs, arising out of the acts or omissions of the Owner and any entity, organization or business, and their employees, directors, officers, agents, and representatives.

11. Owner and any entity, organization or business shall pay the Master Association interest at the rate of 12% per year on any necessary expenses or costs incurred by the Master Association in the enforcement of this agreement or for any sums the Master Association is obligated to pay with respect to matters for which indemnity is granted by this agreement.

13. All Monterey Master amenities are nonsmoking. There is no parking on grass. Noise level must be respectful of surrounding neighborhood.

MAIN CLUBHOUSE

You will have exclusive access for the entire day.

Refundable Deposit of \$500.

Non-refundable Usage Fee of \$250.

GAME ROOM

You will have exclusive use for no more than 4 hours. This venue may be reserved more than once per day.

Refundable Deposit of \$500.

Non-refundable Usage Fee of \$150.

PICNIC PAVILION

You will have exclusive use for no more than 4 hours. This venue may be reserved more than once per day.

Non-refundable Usage fee of \$75.

Villages of Monterey

IN CONSIDERATION for the Monterey Clubhouse Facility extension of use privileges to me and my guests, I hereby acknowledge that I have read and understand this Agreement and further agree to abide by and comply with the Monterey Clubhouse Reserved Use Rules for the following event and will leave the property in the exact condition it was in prior to my event. I understand that any violation of rules and/or misuse/abuse of the amenities can result in the suspension of my usage of amenities.

DATE OF EVENT: _____ TIME OF EVENT: _____ #Guests _____

VENUE REQUESTED: Main Clubhouse _____ Game Room _____ Pavilion _____

DESCRIPTION OF EVENT:

LIST OF ANY VENDORS PROVIDING SERVICE FOR EVENT:

A Monterey Cleaning Inspector will inspect the Clubhouse at the end of your event. He or she will complete an Inspection Report. If facilities are not clean, you will be charged for cleaning services.

OWNER: Print Name _____

Signature _____

Address _____ Lot # _____

Telephone # _____

a check in the amount of \$ _____ (Security Deposit/Refundable) Ck# _____

a check in the amount of \$ _____ (Non-Refundable Usage Fee) Ck# _____

all made payable to Monterey Master Owners' Association, Inc. THE TIME YOU REQUESTED WILL NOT BE HELD FOR YOU UNTIL THE CHECKS AND APPLICATION HAVE BEEN RECEIVED.

REQUEST APPROVED BY _____ DATE _____

Copies of checks attached.

Pre event orientation _____ date/time

Post event inspection _____ date/time

Date deposit refunded _____ Initials _____

www.villagesofmontereynaples.com