



## CLUBHOUSE RESERVATION FORM

Covered Bridge Estates, CAI

6350 Shenandoah Circle, Ellenton, FL 34222

I, \_\_\_\_\_, resident of the home located at \_\_\_\_\_ Covered Bridge Estates Community Association, Inc. ("Covered Bridge Estates") hereby certify that I have read and do understand and agree to abide by the Terms and Conditions for the rental of the clubhouse attached in Exhibit A.

I understand that I am liable for the costs of damages and/or any cleaning necessary as a result of my use of the clubhouse. I understand to receive a return of my deposit I must abide by the Terms and Conditions provided with this application. In addition, I also understand that I must sign a Release of Liability and Indemnification form that is attached as Exhibit B.

As this is a private event, I have engaged my own insurance coverage for this event. By my signature, I shall accept full responsibility for this event. I understand that if I am not a homeowner at Covered Bridge Estates, I must have a current lease filed with the management office and I am required to have the unit owner sign this reservation form, acknowledging my intent to rent the clubhouse. I understand that reserving the clubhouse does not allow me exclusive use to the clubhouse's facilities. **Other residents may still use the pool, bathrooms, fitness center, billiards room, and any other adjoining smaller rooms at any time.**

Reservation of the clubhouse does **not** include reservation of any part of the pool, the pool alcove, or the billiards room. Two checks must be turned in along with this application. One for \$100.00, as the general fee for use of the clubhouse, which will not be returned and is for the administrative expenses, and one for \$300.00 as the security deposit that will be refunded within seven business days pending a complete review from clubhouse staff if there is no damage as a result of the use of the clubhouse or other common areas of the Association directly associated with the guests.

For parties starting at **10am**, I understand that the premises **MUST be vacated by no later than 2pm to allow for inspection by staff**. For parties starting at **4pm**, I understand that the premises **MUST be vacated by no later than 8pm to allow for inspection by staff**. If any activity occurs after 9pm, the Sheriff's department is alerted, and an officer will respond. If the clubhouse and the common areas of the Association are not vacated within the time frames identified as 2pm and 8pm, the deposit will be forfeited, and additional clean-up fees may apply.

I understand that the clubhouse is available for only two time slots: 10am to 2pm **or** 4pm to 8pm. Parties have a (4) four-hour time limit. Times may not be split and must be followed strictly. No early arrivals or late departures for either time frame are permitted. A resident may not secure the two (2) time slots in the same day.

Parties **must not** exceed 50 people. There will be an additional \$50 charge per person if at any time the number of people in attendance exceeds 50. If the above rules are not followed, your privileges to use the clubhouse in the future will be lost and your deposit will be held.

**Initials:** \_\_\_\_\_



I understand that I may also be subject to additional amounts beyond the deposit monies identified if the damage exceeds the deposit.

Applicant Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(If Applicable)*

I wish to reserve the clubhouse for the following date: \_\_\_\_\_

Purpose of the function: \_\_\_\_\_

Please circle the time slot you wish to reserve: **10am – 2pm** OR **4pm – 8pm**, (time slots include set up and clean up)

Number of people expected: \_\_\_\_\_ (Limit: 50 people)

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Covered Bridge Estates Community Association, Inc. (“Covered Bridge Estates”) accepts payment in the form of checks or money orders. *Cash and card will NOT be accepted under any circumstances. All fees will be deposited & refunds will be returned within 7 business days.*

**Please make your payments payable to: Covered Bridge Estates CAI**

You may either mail this form to the clubhouse (6350 Shenandoah Circle, Ellenton, FL 34222) or drop it off in the management office in the clubhouse during office hours.

Please note that all applications to rent the clubhouse must be turned in within 14 days prior to the party date. This means all applications must be turned in **at least two weeks prior, (14) days**, to desired reservation date. The application will be denied if not accompanied with the required payment of \$100.00 for Administrative Fees and \$300.00 for the deposit.

**Initials:** \_\_\_\_\_



IF YOU EXCEED THE LIMIT OF 50 PEOPLE IN ATTENDANCE OF YOUR PARTY, YOU WILL BE CHARGED AN ADDITIONAL \$50.00 PER PERSON AND CAN BE REQUIRED TO TERMINATE THE EVENT IMMEDIATELY AND EXIT THE AREA INCLUDING THE OTHER COMMON AREAS SUCH AS THE PARKING LOTS

*If the applicant is leasing or renting (as a tenant), the Unit Owner or Rental Company must also sign on the tenant's behalf.*

Applicant Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(If Applicable)*

**Initials:** \_\_\_\_\_



## CLUBHOUSE FURNITURE, FIXTURES & CLEANING POLICY

### *Furniture And Fixtures Policy*

To ensure the safety of all Covered Bridge Estates clubhouse guests and to prevent any damages to the clubhouse walls, floors, and furniture, we ask that **all furniture and fixtures** in the clubhouse be left the way it was found upon arrival. Please check with Clubhouse staff for the location of cleaning supplies.

This includes but is not limited to:

- Couches & barrel chairs
- Rugs
- Plants, fountains, or any other decorative pieces
- Cabinets, hutches & shelves

At no point in time should the furniture and fixtures be used in any way other than the intended use. For example, chairs are to meant for sitting, not for excessive spinning or standing.

### *Cleaning / Inspection Policy*

At the beginning and end of all parties/events, clubhouse staff will inspect the property. If partygoers/invitees/guests or applicants notice any broken, damaged, or dirty items, it is up to the applicant to notify the clubhouse staff upon immediate arrival.

Partygoers/invitees/guests will be reminded 30 minutes prior to the time slot ending that their reserved time is coming to an end. ALL partygoers/invitees/guests and applicant must vacate the premises no later than the exact end of their reserved time slot so that there is time for a proper inspection by clubhouse staff.

On the next page, you will find the checklist that the clubhouse staff uses to inspect the property before and after each party/event. They will initial next to each thing on the checklist upon your arrival to and departure from the clubhouse to signify that each thing was clean and properly placed before your party/event started and that it was cleaned/put back the way that it was found afterward.

By providing my signature below, I am signifying that I understand all of the rules included in the Furniture, Fixture and Cleaning/Inspection Policies. I also understand that by not following said rules, my deposit could be withheld and my privileges to rent the clubhouse in the future will be forfeited and I can be held accountable for additional monetary damage that exceeds the deposit as well as fines and suspension of use rights of the other common facilities.

Applicant Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Initials:** \_\_\_\_\_



## CLUBHOUSE INSPECTION CHECKLIST

Covered Bridge Estates, CAI

Staff Initials Before Party	Staff Initials After Party	Applicant Initials After Party	Task
			Removal of <b>all</b> trash (inside and outside of clubhouse)
			Clean Kitchen
			Clean Sinks
			Clean Appliances
			Clean Counter & Table Tops
			Clean Chairs & Furniture
			Clean Floors
			No crumbs, food, or wrappers left behind

Signatures to confirm the limit of 50 people in attendance was not exceeded

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

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

Inspection Comments:

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Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_

**Initials:** \_\_\_\_\_



## **Exhibit A**

### **Clubhouse Terms & Conditions**

Covered Bridge Estates CAI

1. Any homeowner may delegate their right of enjoyment of the clubhouse facilities to their tenants who reside on the property and only tenants named on the lease as a signatory filed with the office are allowed to reserve the Clubhouse. Such member shall notify the secretary of the association or the office management in writing of the name of any such tenant. The rights and privileges of such tenants are subject to suspension to the same extent as those of the members.
2. The clubhouse facilities are for the use of homeowners/tenants and their guests only.
3. During any period in which a homeowner is in default in the payment of quarterly dues or special assessment levied by the association, the right to use for homeowner/tenant will be suspended by the Board of Directors until dues or assessments are paid.
4. No illegal substance will be allowed at any time in the clubhouse (including grounds).
5. The homeowner/tenant must be present for the entire time that the clubhouse facilities are in use.
6. The clubhouse facilities **MUST BE VACATED** by 8pm with all cleanup completed. Any activity after 9pm will result in the Sherriff's office being alerted, and an officer will respond.
7. The clubhouse cannot be used for money-raising purposes by an individual or organization other than the Association.
8. No political, religious, commercial, or outside organization is permitted use of the clubhouse facilities, even though a homeowner/tenant is a member of the organization.
9. No animals (pets) are allowed in the clubhouse at any time, except for service animals or assistance animals.
10. Barbecues are not allowed.
11. Clubhouse doors must be kept closed at all times.
12. The homeowner/tenant is responsible for the conduct of his/her guests and proper behavior to prevent damage and excessive noise.
13. The manager or any HOA Board Member may stop in during an event if there is any indication rules and regulations are being violated and terminate the event. In addition, proper authorities will be notified immediately.
14. No smoking (including vaping) allowed in the clubhouse.
15. The setup and the cleanup of the party/event must be completed within the time slots of 10:00 am to 2:00 pm and 4:00 pm to 8:00 pm.
16. No nails, tacks, or tape is to be used on the walls. Scotch brand removable mounting putty is a preferred method for hanging banners and streamers.

**Initials:** \_\_\_\_\_



## **Exhibit A Continued**

### **Clubhouse Terms & Conditions**

Covered Bridge Estates CAI

17. No equipment, such as Bounce House, Water Slide, or other party rental equipment is allowed without written permission from the Association. Written permission shall require the signature of two board members. The homeowner/tenant requesting the permission to use such equipment must also present proper insurance to cover any damage to the person or property for the specific equipment. This request must be submitted at the time the application is submitted or it shall automatically be denied.
18. Rearrangement of the game/pool room is not permitted. Other residents may still use this room.
19. Clubhouse is limited to only four reservations per year.
20. A final walkthrough will be done by an employee of the association, also referenced as clubhouse staff (using the Clubhouse Cleanup Checklist), as soon as is practicable following the event. Upon arrival on the date of the event, homeowner/tenant shall inspect the facility and notify the management office immediately, via email, telephone, or text supported by pictures of any defects or damages found. If no damages are reported to the management office at the commencement of the rental period, then it shall be assumed that no damages or defects were present prior to the homeowner/tenant's use of the facility. Any damages found during the final walkthrough will be deemed to have occurred during the homeowner/tenant's use of the facilities.
21. All decorations must be non-flammable material. You are not allowed to use glitter, rice, or confetti in the building or outside the building or any material that may result in an increase in insurance rates of Covered Bridge Estates.
22. Alcohol. In the event that alcohol is served, the homeowner/tenant shall ensure that all local laws and regulations concerning the serving of alcohol are followed. No one under age 21 shall be served alcoholic beverages. Alcohol may be furnished so long as all local laws and regulations are followed. The homeowner/tenant hereby indemnifies and holds harmless Covered Bridge Estates, against any and all liability for any events or actions resulting from alcohol use on the premises during and following homeowner/tenant's event.

**Initials:** \_\_\_\_\_



## Use at Your Own Risk Clause

By signing below, I am signifying that I, and my invitees will NOT hold the clubhouse, its employees, or any part of Covered Bridge Estates responsible for anybody that contracts COVID-19 or any other illness or injury while in or on any of the clubhouse facilities or property or any other harm from the attendance at the party/event whether harm occurs to person or property inside or outside the clubhouse. I understand that by reserving the clubhouse, I and my invitees are assuming any and all risk that may come along with it.

Applicant Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Exhibit B

### Clubhouse Release of Liability and Indemnification

Covered Bridge Estates Community Association, Inc. (hereinafter, the "Association") is the owner of the clubhouse and related facilities (hereinafter, the "clubhouse"), located within the association in Manatee County, Florida.

In consideration of the Association's permission to the undersigned applicant, along with his/her agents, employees or third-party vendors servicing the party/event, and invitees to use the clubhouse, the applicant for himself/herself, agents, employees or third-party vendors servicing the party/event, and invitees, and any person or entity claiming by or through the applicant, releases, discharges, and acquits the association, its agents or employees, for any and all claims for loss, damage, injury, or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the clubhouse or the other Common Areas of the Association while attending a party/event at the clubhouse. In whatever manner the loss, damage, injury, or death may be caused, and whether or not the loss, damage, injury, or death may be caused, occasioned, or contributed to by the negligence, sole or concurrent, of the Association, its agents, or employees or third-party vendors servicing the party/event; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage, or death caused while using the clubhouse for the party/event.

As further consideration for the Association's permission to the applicant, his/her agents, employees or third-party vendors servicing the party/event, and invitees to use the clubhouse, the applicant, for himself/herself, representatives, third-party vendors servicing the party/event, and invitees, agree to indemnify, defend, and hold harmless, the Association, its agents and employees from any and all claims for loss, damage, injury, or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the clubhouse or the other Common Areas of the Association while attending a party/event at the clubhouse, in whatever manner the loss, damage, injury, or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the Association, its agents or employees.

Should any provision of this agreement be declared or be determined by any court to be invalid, the validity of the remaining parts, term, or provision shall not be affected thereby and said invalid part, term, or provision shall be deemed not part of this agreement.

If additional damage is done beyond the \$300.00 security deposit, the applicant will be responsible for payment of all corrective action necessary. Failure of the applicant to pay within ten days of written demand will result in the Association having the right to suspend the right to use the common elements of the association for the homeowner and/or tenant and to also bring legal action for payment and any other relief allowed by law or by the Governing Documents of the Association. The homeowner/tenant will be responsible for any legal expenses incurred by the association for the collection of the amounts due and owing.

Applicant Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**CLUBHOUSE STAFF:** (circle one) Approved or Denied By: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Initials:** \_\_\_\_\_



## STAFF CONTRACT FOR WORKING PARTIES

- When working a party, a monitor/clubhouse staff shall not “join in” on a party or its activities.
- Receiving or taking food from the party is prohibited. If offered, respectfully decline.
- Any monitor/clubhouse staff working a party shall thoroughly check the clubhouse and the facilities prior to and following each event. Monitor/clubhouse staff should follow the checklist provided in the applicant’s packet and shall ensure that all rules are being followed and all incidents are being documented.
- If an incident should arise, staff should take note of the time, location, and a description of the people involved, along with names, address and telephone numbers of those persons potentially involved.

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_