

**VIZCAYA IN KENDALL
COMMUNITY DEVELOPMENT DISTRICT**

KENDALL SQUARE CLUB

SCHEDULE OF
HOURS OF OPERATION
DUES, FEES AND CHARGES
AREAS & FEES FOR RENTAL
RENTAL POLICIES, PROCEDURES AND REGULATIONS
(the “Club Schedule”)

HOURS OF OPERATION

CLUB FACILITY	HOURS
CLUB HOUSE	Monday - Friday: 8:00 am to 8:00 pm* Saturday - Sunday 10:00 am to 8:00 pm*
FITNESS CENTER	Monday - Friday: 6:00 am to 11:00 pm * Saturday - Sunday: 6:00 am to 11:00 pm*
POOL	Monday - Friday: 8:00 am to Sunset* Saturday - Sunday 10:00 am to Sunset*
	*Hours subject to change by District Manager

CLUB DUES, FEES AND CHARGES

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB DUES – Residents ⁽¹⁾⁽²⁾	*\$1,338.09
ANNUAL MEMBER CLUB DUES – Non-Residents	*\$1,324.71
SUPPLEMENTAL MEMBER ANNUAL FEE	\$150.00
ADDITIONAL OR REPLACEMENT FOBS/ACCESS CARDS (per Section 1.8 of Club Rules)	\$25.00
LATE PAYMENT FEES	\$25.00 PER MONTH

* Annual Member Club Dues are calculated on a fiscal year basis based on the District's fiscal year, which runs from October 1st through September 30th of the following year.

(1) Residents fees are levied within the Miami-Dade County property tax bill, and accordingly will be grossed up by 4% for County Tax Collector collection/early payment discount purposes.

(2) One member per unit, it does not include tenants, or the member will have to assign his/her membership rights to the tenant for the duration of the tenancy.

FACILITY RENTAL FEES AND DEPOSITS REQUIRED FOR RENTAL

RENTALS ARE FOR EXCLUSIVE/PRIVATE USE BY RENTER

GRAND ROOM- 4 hours (Available during & after hours, includes multi-purpose room with kitchen, may be use for all types of events. No other club amenities/areas are included in the rental).

MONDAY-THURSDAY: \$250.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Cleaning Fee* + \$40.00 per additional hour up to 10:59 pm.

FRIDAY-SUNDAY: \$250.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Cleaning Fee* + \$40.00 per additional hour up to 10:59 pm.

* See below regarding additional hours after 10:59 pm.

BILLIARD ROOM OR SITTING ROOM, OR COVERED TERRACE - 4 hours (Available during & after hours, and may be use for all types of events. No other club amenities/areas are included in the rental, except that limited, non-exclusive access to the swimming pool and pool area during regular hours may be included with rental of the Covered Terrace, as provided in the Rules of Use for the Club, Clubhouse Areas Rentals).

MONDAY-THURSDAY: \$150.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Cleaning Fee* + \$40.00 per additional hour up to 10:59 pm.

FRIDAY-SUNDAY: \$150.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Cleaning Fee* + \$40.00 per additional hour up to 10:59 pm.

* See below regarding additional hours after 10:59 pm.

IF THE POOL AREA IS TO BE USED IN CONJUNCTION WITH RENTAL OF THE COVERED TERRACE, AN ADDITIONAL DEPOSIT (REFUNDABLE) OF \$500.00 SHALL BE REQUIRED.

CONFERENCE/MEETING ROOM - 4 hours (Available during & after hours, and may be use for all types of events. No other club amenities/areas are included in the rental).

MONDAY-THURSDAY: \$50.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Cleaning Fee* + \$40.00 per additional hour up to 10:59 pm.

FRIDAY-SUNDAY: \$50.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Cleaning Fee* + \$40.00 per additional hour up to 10:59 pm.

* See below regarding additional hours after 10:59 pm.

*** FOR ALL EVENTS ENDING AFTER 10:59 PM, AN ADDITIONAL DEPOSIT (REFUNDABLE) OF \$1,000.00 WILL BE REQUIRED, THE RENTER WILL ALSO BE REQUIRED TO PAY AN ADDITIONAL FEE OF \$100.00 PER EACH HOUR AFTER 10:59 PM OR PART THEREOF, UP UNTIL 1:59 AM, FOR FACILITY RENTAL.**

ALL EVENTS MUST END PROMPTLY BY 1:59 AM. IF THE RENTER FAILS TO END THE EVENT BY 1:59 AM, THE RENTER'S DEPOSIT, IN WHOLE OR IN PART, IS SUBJECT TO FORFEITURE.

IF ALCOHOL IS TO BE CONSUMED, A GUARD MUST BE PRESENT FOR THE ENTIRETY OF THE EVENT AND A GUARD FEE OF \$50.00 PER HOUR IS CHARGED FOR ALL HOURS THE GUARD IS PRESENT. AS DETERMINED BY CLUB MANAGER, IF EVENT REQUIRES CLUB FACILITY MONITOR AND POLICE/TRAFFIC CONTROL MONITOR, THE RENTER WILL PAY ADDITIONAL \$50.00 PER SERVICE PER HOUR. DISTRICT SHALL HAVE THE DISCRETION TO REQUIRE THE RENTER TO HIRE AN OFF-DUTY LAW ENFORCEMENT OFFICER, FOR WHICH THERE MAY BE A MINIMUM NUMBER OF HOURS CHARGED TO THE RENTER AS WELL AS ADDITIONAL COSTS TO RENTER BASED ON THE ESTABLISHED HOURLY RATES FOR THE OFF-DUTY OFFICER.

THE RENTER IS ALLOWED ONE HOUR BEFORE THE EVENT FOR PREPARATION AND ONE HOUR AFTER FOR CLEANING. IT IS IN THE AFTER INSPECTION WHERE IT WILL BE DETERMINED IF ADDITIONAL CLEAN-UP IS REQUIRED IN WHICH CASE THE COLLECTED FEES WILL BE USED. IF ADDITIONAL CLEAN-UP IS NECESSARY, IN THE DISCRETION OF THE CLUB MANAGER, \$20.00 PER HOUR WILL BE CHARGED TO THE RENTER.

DEPOSIT REQUIREMENT: A deposit is required in advance for all rentals of any area within the Club Facility ("Club Area"). The deposit shall be paid by the Renter in the form of check or money order along with copy of the Renter's driver's license. In the event that the Renter does not cancel the reservation within fifteen (15) days prior to the event (or such other date reasonably determined by the Club Manager for reservations made within fifteen (15) days of the event), the Club will retain the full amount of the deposit, up to \$250.00, as liquidated damages. If the Club Facility after the event and the inspection by the Club Manager (or its representative attendant) is in good order (e.g., there is no damage to walls, area, or equipment, the Club Facility is clean (including the removal and proper disposal of all party balloons, strings, trash, etc.), and the Club Facility is restored to the condition existing prior to the function), then the full amount of the Deposit shall be refunded. If any damage is found, or if janitorial services or staff time are required to clean or restore the Club Facility, then the Club Manager will apply the deposit to pay all costs of repairs and the expense of janitorial services and staff time

in full, with any remaining deposit refunded (provided that if the deposit is not sufficient to pay such costs and expenses in full, the Renter shall remain liable to pay the District the balance of such costs and expenses). The failure by Renter to pay the balance of such costs and expenses or any other amounts owed to District may result in the suspension of membership privileges until such time as all amounts due and owing are paid.

FITNESS CENTER-

May NOT be rented for private functions.

ADDITIONAL REGULATIONS:

- 1. Limited Time to Rent:** Reservations can be made no more than ninety (90) days in advance.
- 2. Fees include:** Fees are just for the Club Area being rented, they do not include chairs, tables, or set-up fees.
- 3. Inspections:** Inspections are performed within 24-hours after the end of your event. It is not required to call District and ask for status of inspection.
- 4. Deposits:** If a deposit is made by check or money order, the Club Manager may cash such check or money order before the event or hold such check or money order pending the event. If the Club Manager holds the deposit check or money order, and no costs and expenses are chargeable against the deposit, then the check or money order will be voided and will be returned to the Renter via by mail. If Club Manager holds the deposit check or money order and costs and expenses are chargeable against the deposit, the Club Manager may cash the deposit and refund any amount due the Renter by the District check via mail.
- 5. Janitorial:** The Renter is responsible for full cleanup of the Club Area rented, this includes the removal and proper disposal of all decorations, balloons and trash, and the cleaning of floors, kitchen area, District barbeque grills, etc. If the Club Manager determines that additional janitorial services are required beyond that which is covered by the Cleaning Fee in order to put the Club Facility back to the same condition prior to the event, the costs of such additional janitorial services (with a minimum fee of \$20.00) will be charged to the Renter.
- 6. Time Slots:** Rental of any Club Area must fit within one of the time frames ("Rental Times") provided by the Club. Only one (1) event will be reserved per day.

**RULES OF USE FOR THE CLUB
CLUBHOUSE AREAS RENTALS**

I. GENERAL RULES.

A. Club Areas are available for rental by the public upon application and acceptance by the Club Manager. For official meetings and official functions of the Kendall Square Homeowners Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area.

B. A Club Area may be reserved only by an applicant in good standing (the "Renter"). Reservations must be requested at least fourteen (14) days prior to event, but no more than ninety (90) days in advance through the Club Manager. Reservation requests shall be accepted on a first-come, first-served basis. Requests shall be noted and filed by the Club Manager and marked on a calendar maintained by the Club Manager. Reservation requests and applications are not accepted unless accompanied by payment of all required fees and deposits and receipt of a fully executed application form.

C. Written notice of cancellation must be received no later than ten (10) days prior to the event date and time. Cancellations received less than ten (10) days prior to the event date and time will result in the forfeiture of the non-refundable rental fee.

D. Club Areas may not be used for any profit-making activities. No advertising will be permitted and no charge or admittance fee will be allowed nor is it to be charged by the applicant for the event.

E. The Renter agrees to be personally in attendance during the reserved hours. Only the approved Renter reserving the Club Area may gain access to the Club Area, no more than one (1) hours before the event. Approved Renters may gain access to the Club Area by using their swipe cards. Any change in plans, caterer, deliveries or number of guests must be communicated to and cleared with the Club Manager prior to the date of the event. The Renter agrees to pay all key, swipe-key system and lock replacement costs resulting from misuse, loss or damage to the swipe-key system, lock, or doors.

F. The Renter agrees to assume full financial responsibility for any loss or damage to the Club Area, and the Club Facility, including the furniture, furnishings and equipment, and adjacent premises, and the parking lot, as a result of the Club Area rental and for the proper conduct of guests or other persons employed or otherwise engaged by the Renter while they are on the Club premises, whether inside or outside of the building or Club Area. Such damage amounts shall not be limited to the amount of the any security deposit received.

G. Prior to the use of the Club Area by the Renter, the Club Manager shall inspect the Area with a prepared checklist. The same checklist will be used to re-inspect the Area after the event. If the Club Area is in its original condition and there are no other charges or rules' violations, the security deposit shall be refunded. If the Club Area is not in its original condition or there are other charges, damages or loss sustained, those costs and charges will be deducted from the security deposit. If there are covenants or rules' violations, the security deposit will be withheld until after a rules' violation hearing has been held and a decision rendered as to whether charges will be assessed. Any difference over the original deposit will be charged to the Renter and shall be payable on demand.

H. Furniture and furnishings may be removed from the Club Area and, at the conclusion of the event, all furniture and furnishings must be returned to the same position and in their original condition as prior to the event.

I. All events shall be confined to the Club Area reserved, except as provided in Paragraph I.1. below. However, use of nearby restroom facilities is permitted. The Renter must advise its guests of Club Rules and Regulations, the guest parking areas available, and that spaces are on a first-come, first-served basis. All guests must go directly to the Club Area where the event is being held. No loitering or disturbing noises in the common areas shall be permitted. In no instance may parties or gatherings extend to halls or any other Club Areas within or outside of the building. These other common area facilities adjacent to the Club Area may be used by other Club users while a Renter's function is in progress in the Club Area.

1. Renters who rent the Covered Terrace (outdoor barbecue) area and their guests may have non-exclusive access to the swimming pool and pool area for a maximum of two (2) consecutive hours of the four (4)-hour maximum rental period. Such access to the swimming pool and pool area by Renters and their guests is limited to a total of fifteen (15) persons, each of whom will be required to wear a designated wristband or other identifying device provided by the Club.

J. The number of persons in attendance in the Club Area is limited by the posted number, according to the applicable Fire Codes.

K. Parties or events for minors under the age of eighteen (18) years are required to be continuously chaperoned by the Renter hosting the event. Two (2) adult chaperones are required for every ten (10) minors in attendance. The Renter and chaperone(s) must be present throughout the entire event.

L. Smoking is prohibited in all interior areas of the Club Facility. Use and/or availability of alcoholic beverages will be in accordance with the Florida State and County Alcoholic Beverage Control laws (no monies allowed to be exchanged, no alcohol for persons under 21, etc.).

M. Use of the Club Area and other Club Facilities by the Renter and all guests must be at all times in compliance with Federal, State and local laws, statutes and ordinances as well as all Club Rules, including these Rules. The Renter shall not permit the use of the Club Areas or other Club property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other Club users. The Renter will maintain volume of music and noise at a level sufficiently reduced so as not to disturb other Club users. Playing of loud amplified music is not permitted. Speakers must be placed on tables or elevated stands away from walls to reduce transmission of sound and/or vibrations to adjacent parts of the building. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. The Club Area's doors and windows must remain closed during any event or function.

N. The Renter agrees that any decorations or the decorating of the Club Area must be done in a manner so as not to cause any damage to any area of the Club Facility.

Decorations must not be attached to or hung from any sprinklers, ceilings, lights or wallpaper and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage are not permitted to be used to attach decoration or other items to the walls, doors, door trim, windows, furniture or any other surfaces in the Club Area.

O. The Renter agrees to remove and properly dispose of all personal property immediately after the event, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Club Area and adjacent premises in good conditions similar to that of the original condition of the Club Area and adjacent premises prior to the function. Nothing should be left in the refrigerator and the garbage disposal must be empty. The Club Area must be cleaned and restored to its pre-event condition by the Applicant one (1) hour after the event. Arrangements must be made with the Club Manager concerning delivery and removal of any rented tables, chairs, or catering items if unable to be picked up by the rental company immediately following the function or if after 11:00 P.M. must be removed by 10:00 A.M. the following day. Deliveries and removal of food, tables, musical equipment, or caterers providing service, will be permitted during certain hours from 9 A.M. through 8 P.M. on weekdays. The Renter must be present to deal and meet with the rental or service companies for delivery or pick up.

P. The Club Owner and Club Manager and its agents will not be responsible for the loss or damage of any personal effects, dishes, equipment, decorations or food. Any personal property or items left unattended after the event will be considered abandoned and will be removed for disposal.

Q. All music and noise making activities must stop by the prescribed hour. The Club Area must be returned to their original condition, vacated of people, lights out (except for one which should be left on), window shades placed in the up position, the room secured and the door locked by the prescribed closing hours. Adjacent restrooms should be left in the same condition as they were in prior to the event with lights out.

R. The Club Owner and Club Manager each reserve the right, at any time prior to or during the function to immediately revoke the approval granted herein and immediately suspend the right of use of the Club Area by the Renter and his or her guests and require the Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the rent agreement or if there is any violation of the Association's declaration or rules or damage to property or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension and vacation of the premises will also result in no refund of the use fee. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the Club Owner or Club Manager. If the Renter fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Club Owner and Club Manager are each authorized and directed to immediately revoke the approval, suspend the right of use and vacate the Club Area and/or to call the local police. A partial refund is in the Club Manager's discretion if use is suspended for reasons other than rules' violations or damages. The full security deposit and use fee may be refunded if the Club Area use is

suspended, in the absence of rules' violations or damages, prior to the start of the function or if the application is not approved, except as otherwise provided herein.

S. The Club Manager and Club Owner shall have free access to the Club Area and adjacent facilities at all times.

T. All trash and garbage should be properly bagged and sealed and deposited in the outside trash dumpster. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture or other surfaces. A charge of \$20.00 per hour/per worker will be assessed to cover additional cleanup if the Club Owner or Club Manager deems it necessary.

U. No candles or other open flame items are permitted. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the event.

V. Violation of any provision of the Club Rules and Regulations, including this Club Schedule, constitute grounds for Club Manager to prohibit a Renter from using the Club Area for a period of one (1) year and suspension of the use of other services and Club facilities for up to one year for rules violation.

W. The Renter assumes sole and total responsibility for any property damage, injury or accident to any person arising out of the Club Area use. The Renter further agrees on behalf of itself and its guests and invitees to indemnify, reimburse and hold the Club Owner and Club Manager harmless for any and all violations of any and all Federal, State or local laws, statutes or ordinances, and to indemnify, reimburse and hold the Club Owner and Club Manager harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorneys fees, arising out of or related to Applicant's and his or her guests' or invitees' use of the Club Area.

V. No pets, except Service Animals, as defined by Florida law, are permitted in the Club Area.

W. Any Club Area that is rented must be cleaned. If the Club Area is not found as it was given to you, a portion of the Renter's deposit will be kept. Renter must broom, vacuum, and mop the grand room if it is used. The counter tops and tables need to be wiped down. All trash must be taken with you and not left in the room. The Club does not provide any trash bags for the party. The Club will provide the Renter with the broom, mop, and vacuum. All other cleaning supplies must be brought by the Renter.

X.. The District Manager may waive or amend any of the above requirements in its reasonable discretion, provided such waivers must be in writing and signed by the District Manager and the Renter.

Y. The form of Facility Rental Agreement, Clubhouse Area Inspection Form and Access Card Control Information Sheet attached below are approved for use by the Club Manager.

FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE CLUB
ADMINISTRATIVE OFFICES FROM MONDAY-FRIDAY 8:00 AM -12:00 PM
YOU MUST HAVE AN APPOINTMENT IN ORDER TO RESERVE A DATE

KENDALL SQUARE CLUB
Facility Rental Agreement
Vizcaya in Kendall Community Development District

This Agreement is by and between **Vizcaya in Kendall Community Development District** (the “**District**”) and the **Renter** who is further defined as a: *(check one) Kendall Square Club Member or Annual Member _____ or General Public User _____*. This Agreement is for the rental of a portion of the “**Kendall Square Club**” facility to be used for a private function (the “Club Area”), and shall be subject to the terms and conditions set forth in the “*Kendall Square Club Rules and Regulations*”(referred to in this Agreement as the “Club Rules and Regulations”), which document is posted on the District’s website (www.cddsites.com/vkendall.htm) and available upon request and made a part hereof and the “*Kendall Square Club Schedule Of Hours Of Operation, Dues, Fees And Charges, Areas & Fees For Rental, Rental Policies, Procedures And Regulations*” (referred to in this Agreement as the “Club Schedule”), which document is posted on the District’s website (www.cddsites.com/vkendall.htm) and available upon request and made a part hereof, each as amended from time to time by the District. To the extent of any conflict between the terms of this Agreement and the terms of the Rules and Regulations and Club Schedule, the terms of the Rules and Regulations shall prevail over the terms of the Club Schedule and this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Renter: (print clearly) _____

Phone: Home _____ Work: _____ Cell: _____

Fax: _____

Renter’s Address: _____

Date of Function: _____ Time From _____ To _____

1. **Club Area** (s) being requested:
A) Multi-purpose Room _____
B) Other _____
(Note: use of fitness center is prohibited)

Renter acknowledges that the Club Area may be decorated from time to time with temporary seasonal or holiday decorations (“Club Decorations”), including, but not limited to, a large Christmas/holiday tree in the Multi-purpose Room from mid-November through early January. As such, Renter acknowledges that the Club Area may appear substantially different at the time of the function than at

the time of reservation. Club Decorations shall not be removed or moved for the function or event by Renter or any other person, and Renter shall be fully responsible for the repair or replacement of any Club Decorations damaged or lost during the function, as well as any other costs and expenses incurred by the District as a result of any violation of this paragraph.

2. **Purpose of rental:** _____

Number of people expected to attend this function: _____

Renter will:

Serve Food: Yes _____ No _____

(Note: The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes _____ No _____

(Note: Alcohol is not to be sold on the premises at any time.)

Provide Music: Yes _____ No _____

If “**Yes**” state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of the District’s Club Manager.
Reservations will be granted on a first come, first served basis.

Time Slots for Reservations (4 Hours each):

Time slots and rentals shall be coordinated with the Club Manager, based on availability and Club Facility policies.

3. **Fee Schedule & Usage:** See Club Schedule, which document is a part hereof and posted on the District’s website (www.cddsites.com/vkendall.htm) and available upon request.

4. **Reservations, Applications, Payment of Fees:**

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The Club Manager may not accept an application or confirm reserved space without receipt of 100% of the Deposit and Rental Fee. Rental Fees and Deposits must be received at least fourteen (14) days in advance of the function to allow time for bank clearance of the checks. Shorter time frames will require cashier’s checks, certified

checks or money orders. Payments are made to: “*Vizcaya in Kendall Community Development District.*”

5. Deposit Refund, Inspection:

If the Club Area being rented and other Club Facilities are left in acceptable condition after the event, no damage or loss has occurred, and there have been no infractions of the Rental Schedule as deemed by the Club Manager’s inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the District Office within thirty (30) days after receipt of the signed “*Cleaning & Usage Checklist*” inspection form. The Renter is entitled to be present during that inspection. If the Renter is not present during the inspection, the Club Manager will mail a copy of the final inspection, based upon the “*Cleaning & Usage Checklist,*” to the Renter.

The Renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the Club Manager completes its portion of the “*Cleaning & Usage Checklist*” inspection form and the Club Facility’s keys are returned.

The Renter is also responsible for cleaning the Club Area and other impacted areas of the Club Facility used after use, unless payment and arrangements have been made with the Club Manager for cleaning by the District’s cleaning contractor. In such event, the Renter is still responsible for removing all event debris and trash from the premises and its proper disposal immediately following the function. Cleaning is to be in accordance with the “*Cleaning & Usage Checklist.*” Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the conclusion of the function.

6. Additional Renter Responsibilities:

- a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.

At the discretion of the Club Manager, Renters may be required to pay a reasonable hourly fee for a Club Manager appointed “*facility monitor*” or “*police/traffic control monitor*” during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the Club Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for Club Area rental.

- b) Under no circumstances may Renter or guests mark the walls, ceilings and furnishings in any way, to include decorations, signs, tape, tacks, etc.
- c) All guest cars must be properly parked in the parking lot area only and the parking and driveway area must be clean of any party-related debris after the

function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be back charged to the Renter.

- d) Renters and/or guests are absolutely NOT allowed in the Swimming Pool, Fitness Center or Club lounge areas during a function, except that limited, non-exclusive access to the Swimming Pool and pool area during regular hours may be included with rental of the Covered Terrace, as provided in the Rules of Use for the Club, Clubhouse Areas Rentals, which are contained within the Club Schedule.
- e) Closing time for private functions is **10:59 PM, unless extended.** Closing time may be extended until 1:59 AM. Cleaning must be completed before check-out time at 10:00 a.m. the morning after the function, or by other arrangements made with the Club Manager. **Short term Rentals (4 hours) shall be cleaned within the rental period, unless a cleaning service is scheduled.**

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the Renter to appear before the District Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board, abused the terms of this Agreement, the Rules and Regulations or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board for its decision. If there is property damage in excess of the Deposit, the Board reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I, as the Renter, understand and agree to abide by the above and understand that I am responsible for any loss or damage to Club Area, the Club Facility and Association Common Areas which may occur as a result of this function and rental.

This AGREEMENT entered into on (date) _____

Photo ID is required, one or two forms of ID may be required by the Club Manager:

Signature of the RENTER: _____

If a corporation, print name of above signer _____ Title: _____

Name of Club Manager _____

Signature _____

Copy of Renter's Photo ID attached: _____ Copies of 2 separate checks attached: _____

KENDALL SQUARE CLUB Clubhouse Area Inspection Form

	Pre-Event Inspection	Post-Event Inspection
1. Exterior Doors	_____	_____
2. Women's Bathroom	_____	_____
3. Men's Bathroom	_____	_____
4. Kitchen	_____	_____
Floor	_____	_____
Counter Top/Sink	_____	_____
Cabinet's	_____	_____
Appliances	_____	_____
5. Carpeting	_____	_____
6. Furniture Sofa	_____	_____
7. Furniture Loveseat	_____	_____
8. Coffee/End tables	_____	_____
9. Chairs and tables	_____	_____
10. Interior Decor	_____	_____
11. Walls	_____	_____
12. Windows	_____	_____
13. Interior Doors	_____	_____
14. Interior window shades	_____	_____
15. Exterior (rails, plants, etc.)	_____	_____
16. Pool tables	_____	_____
17. Pool chairs	_____	_____
18. Height back pool chairs	_____	_____
19. Playground/tot Lot	_____	_____
20. Club Decoratioins	_____	_____
21. Others	_____	_____
Comments:	_____	

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Renter

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent
Vizcaya in Kendall Community Development District

Post-Event Inspection: _____ Date _____ Time _____
Signature of Renter

Post-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent:
Vizcaya in Kendall Community Development District

**VIZCAYA IN KENDALL COMMUNITY DEVELOPMENT
DISTRICT
KENDALL SQUARE CLUB**

ACCESS CARD CONTROL INFORMATION SHEET

Applicant(s):	Access Card # 1	Access Card # 2
Property Address:	Access Card # 3	Access Card # 4
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	
Mailing Address (if different)		
City	State	Zip Code
Immediate Family Members		
Last	First	Age
		Relationship
		Day Phone #, if diff
Name of Approved Lessee(s) (if Applicant is resident within the District):		
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	

I **authorize** my Lessee(s) to have an Access Card(s) on my behalf. Yes ___ No ___
N/A ___

Applicant Signature: _____ Date: _____

With the signing of this form I acknowledge that I have received the Access Card(s) stated above and that if my card is lost I will contact the Club Manager immediately

to terminate the card from the system. In addition, if there is a change in tenant I will collect the card from the previous Lessee and inform management.

_____ Date: _____
Signature of Applicant

Print Name: _____