

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 Rental Schedule and Fee Schedule contained herein.

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.
- e) Closing time for private functions is **11:59 PM, if extended**. 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	_____	_____
Cabinets	_____	_____
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 Decorations	_____	_____
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