

THE GARDENS NORTH MASTER ASSOCIATION SOCIAL CENTER RENTAL AGREEMENT

This AGREEMENT, entered into on the _____ day of _____, 20_____,
by and between the Lessor, Gardens North Master Association (GNMA) and Person(s) whose name(s)
appears on this AGREEMENT, hereinafter referred to as Lessee/Responsible Party.

NO SUB-LEASING OF THE SOCIAL CENTER—DEPOSIT WILL BE FORFEITED.

RESIDENT LEASING THE SOCIAL CENTER “MUST” BE PRESENT DURING THE EVENT.

Name: Owner/Lessee/Responsible Party (print name) E-mail address: (print)

Address: _____ Unit# _____ City, State, Zip Code _____

Day Telephone Number: _____ Evening Telephone Number: _____ Cell Telephone Number: _____

This agreement applies exclusively to the property commonly referred to and known as the Gardens North Master Social Center at Palm Aire located at 200 Gardens Dr. Pompano Beach, FL 33069. The pool, gym, tennis courts, BBQ grills, picnic tables and lake are not part of this rental agreement.

RESERVATION DATE: _____ 20_____
(Month) (Date) (Year)

EVENT DATE: _____ 20_____
(Month) (Date) (Year)

DAY OF WEEK: _____
(Day of the week the event will take place)

TYPE OF EVENT: _____ NUMBER OF ATTENDEES: _____
(Specify type of event)

TIME OF EVENT: _____
(Include set up & clean-up time): **EVENT MUST END BY 11:00 P.M.**

TYPE OF MUSIC: _____
(Stereo/Band/Disc Jockey) **ALL MUSIC MUST BE CONTAINED WITHIN THE
WALLS OF THE SOCIAL CENTER & ALL DOORS
MUST BE CLOSED WHILE MUSIC IS BEING
PLAYED**

_____ Initials

COVID-19 LIABILITY RELEASE WAIVER

COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. It has been shown that exposure or infection of COVID-19 may result in personal injury, illness, disability, and even death.

The Gardens North Condominium Association, Inc. ("the Association") cannot prevent you or your guests from becoming exposed to, contracting, or spreading COVID-19 while attending your event at the Social Center or otherwise on Association property ("Event"). You understand and acknowledge that in-person attendance is voluntary. It is not possible to completely prevent against the presence of COVID-19. Therefore, if you choose to attend the Event at the Social Center or otherwise on Association property, you understand and acknowledge that you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above information concerning COVID-19. I hereby voluntarily choose to accept and assume all risks of exposure and/or infection of COVID-19 for myself and my guests to attend the Event and accept sole responsibility of such exposure or infection for any injury (including, but not limited to, personal injury, disability, and/or death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with attending the Event.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release, covenant not to sue, discharge, hold harmless, and waive my right to sue or hold liable the Association and its officers, directors, managers, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to attending the Event. I understand and agree that I give up my right to bring any claims or demands including for all liabilities, personal injuries, death, disease or property losses, costs, or any other loss or expense, including but not limited to claims against the Association and its officers, directors, managers, agents, employees or other representatives for its actions, omissions, or negligence of any kind, whether known or unknown, foreseen or unforeseen, arising out of or relating to my attendance at the Event.

COMPLIANCE OF COVID-19 PRECAUTIONS: In addition to all other rules and regulations relating to my attendance at the Event, I agree to comply with all COVID-related procedures that may be implemented by the Association including, but not limited to, mask-wearing and social distancing requirements and restrictions on certain activities that carry higher COVID-related risk, in order to protect as much as possible, the health and safety of all Event attendees.

CHOICE OF LAW: I understand and agree that the law of the State of Florida will apply to this contract. I understand and agree that any action in connection with this Agreement shall be brought only in state or federal courts located in Broward County, Florida and I shall submit to the exclusive jurisdiction of those courts.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature:

Date:

_____ Initials

GARDENS NORTH SOCIAL CENTER

200 Gardens Drive
Pompano Beach, Florida 33069
C/O Campbell Property Management
3500 Gateway Dr #202, Pompano Beach, FL 33069
954-973-1246 (On-Site Office)
Brenda Kettwig, LCAM, Property Manager
Gardens North/Master Associations

SOCIAL CENTER RENTAL RESERVATION - DEPOSIT INSTRUCTIONS – RULES

CAPACITY OF OCCUPANCY IS 65 PEOPLE

The Social Center is not available for rental on the following holidays: Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. (December 24/25th, 31st and January 1st).

The Social Center Rental Agreement must be submitted along with \$300.00 non-refundable rental fee twenty-one (21) days prior to the event. The \$300.00 non-refundable rental fee must be in the form of a cashier's check, money order, bank check or personal check. Cash will not be accepted. Social Center Rental Agreements and deposits can be submitted to the property manager's office, 201 Gardens Drive, Pompano Beach, FL 33069, between the hours of 8:30 a.m. and 3:00 p.m. Monday through Friday. The on-site proper manager's telephone number is 954-973-1246.

ALL PAYMENTS SHALL BE MADE PAYABLE TO: GARDENS NORTH MASTER ASSOCIATION

An additional \$300.00 security/nuisance deposit is required at the time of signing the agreement.

When making your reservation, please allocate set-up and clean-up time on the form. Please keep in mind there may be more than one event booked during the same week or weekend of your event.

Key fob must be returned to the property manager the day following the event by 12:00 noon. Weekend events, key fob must be returned to the property manager on the Monday following the event by 12:00 noon, along with the completed check list. \$100.00 of the security/nuisance deposit will be forfeited by Lessee/Responsible Party for lost, misplaced, stolen or broken/damaged key fob.

PRE-POST WALK THROUGH: The lessee/responsible party shall complete a pre and post walk-through with the property manager. (See attached check list).

CANCELLATION OF RESERVATION: There is an automatic \$75.00 cancellation fee that will be deducted from the \$300.00 security/nuisance deposit if the reservation is **NOT** canceled with the property manager seven (7) days prior to the event taking place.

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Lessee/Responsible Party agrees to clean and restore said facility to the condition it was prior to the rental period and is responsible for any/all damages to the premises during the period of the lease. Any damages to the Social Center interior to include the television/remote, furniture, appliances, structure, and any interior/exterior portion of the structure, to include the deck and surrounding common element property owned by the Association above the \$300 security/nuisance deposit will be charged to the Lessee/Responsible Party whose signature(s) are on the rental agreement and usage privileges will be suspended until reparations are made in full. Failure to make reparations in full will result in legal action against Lessee/Responsible Party. The Lessee/Responsible Party shall pay reasonable attorney's fees and all costs incurred by Lessor/Gardens North Master Association of Palm Aire in the event the association must take such action.

Lessee/Responsible Party hereby indemnifies and holds Lessor/Gardens North Master Association, and its officers, directors, members and agents, harmless from and against any and all claims., causes of action, liabilities, costs and expenses including reasonable attorney's fees which arise from or relate to the use of the Social Center, or which occurs in or about the Social Center during the term of Lessee's/Responsible Party's usage. Additionally, Lessee/Responsible Party hereby releases and forever discharges the Association and its officers, directors, members, and agents from any and all claims, causes of action, liabilities, costs and expenses for personal injury or death or damage to or destruction of personal property arising from use of the Social Center pursuant to this agreement.

The Gardens North Master Association assumes no responsibility for any personal property/items lost or stolen or for any damage to any vehicles towed from Association property. The Gardens North Master Association assumes no responsibility for any accident or injury to any person while on Association property.

Lessee/Responsible Party agrees to use the facility for the purpose as stated above and in such a manner as not to cause any waste or damage or create a nuisance of any sort whatsoever. Lessee/Responsible Party agrees to abide by and comply with all rules and regulations of the Association as contained in the Association's recorded documents and rules and regulations of any of the Master Property.

Lessee/Responsible Party understands that no supervision or oversight of the function will be provided by the Lessor/Gardens North Master Association. In the event activities of the Lessee/Responsible Party shall cause undue disturbances or nuisance to other residents, endangering the peace, health, or comfort of the residents of the Gardens North Condominium Association the Lessor/Gardens North Master Association and/or its representatives/agents shall have the right to immediately terminate the Lessee's/Responsible Party's use of the facility and to retake possession of said premises.

Violators of rules established herein may be denied use of the facilities for a period deemed appropriate by the Board of Directors or may be subject to legal action to include recovery of all costs arising from the action. Non-members or uninvited guests may be asked to leave Association property or be subject to arrest for trespassing. Vehicles parked in violation of established rules may be towed and stored at the owner's expense.

The security/nuisance deposit can be charged against the Lessee/Responsible Party for excess noise that is not addressed immediately after the first complaint by any resident and/or Association representative(s) or agents.

_____ Initials

SOCIAL CENTER - COMMON ELEMENT RULES & REGULATIONS

CAPACITY OF OCCUPANCY IS 65 PEOPLE

1. **EMERGENCIES: CALL “911” FIRST FOR ANY MEDICAL OR OTHER LIFE-THREATENING EMERGENCY.** For non-life-threatening emergencies call the City of Pompano Beach Sheriff's Office at 954-786-4200. Then call the Allied Universal Security on-site Security Guard at 954-214-3698. The Guard on duty will assist you until the Paramedics/Police arrive. The G4S Security Officer will notify the property manager and the Board of Directors. **It is the responsibility of the Lessee/Responsible Party to have access to a cellular phone** in the event of an emergency or an issue arises that requires Paramedics/Police or the G4S Security Officer. **The Social Center is not equipped with a telephone.**
2. **FIRE EXTINGUISHER** is located on the kitchen wall.
3. **ALCOHOL AND ALCOHOLIC BEVERAGES OF ANY KIND ARE PROHIBITED IN THE SOCIAL CENTER, DECK OR ANY COMMON ELEMENT AREA OF THE PROPERTY.**
4. **NO GLASS OF ANY TYPE IS ALLOWED IN THE SOCIAL CENTER, DECK AREA OR COMMON ELEMENT AREA OF THE PROPERTY.**
5. **NO SMOKING OF ANY TYPE IS ALLOWED INSIDE THE SOCIAL CENTER. THE SOCIAL CENTER IS A NON-SMOKING FACILITY.**
6. **EVENT MUST TERMINATE AT 11:00 P.M.** City of Pompano Beach Noise Ordinance 97.60 (2), Noise Disturbance.
7. **KEY FOB:** The Lessee/Responsible Party(s) who has signed for the key fob **MUST** always be on the premises and is responsible for securing the key fob.
8. **TELEVISION & REMOTE:** The Lessee/Responsible Party(s) is responsible for the operation and safety of the television and the remote. Any damage to either the TV and/or the remote, the Lessee/Responsible Party(s) will be financially responsible for repair and/or replacement of both.
9. **CHILDREN:** Any person under 18 years of age must always be accompanied and supervised by a responsible adult; person(s) over the age of 18 years.
10. **ADULT SUPERVISION:** Any event for a child under the age of 18 years must have two (2) responsible adults, 18 years of age or older always supervising the event.
11. **ANIMALS:** No animals are permitted in the Social Center at any time. Certified Service Animals are allowed, Florida Statute, Chapter 413 Service Animals; a service animal "is an animal that has been trained to perform tasks for an individual with a disability".

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12. **DECORATIONS:** No decorations are permitted to be taped, tacked, tied, or nailed to any interior/exterior portion of the walls, doors, ceilings, lighting fixtures ceiling fans, floors or any portion of any part of the Social Center. Hooks have been placed on the interior walls for hanging of decorations. No decorations shall be attached to the exterior of the building. Balloons and streamers are permitted to be tied to the light poles, however, must be removed after the event and disposed of properly. All decorations must always be kept inside the Social Center during an event. Balloons need to be deflated and disposed of with all trash. Throwing trash in the lake is not allowed. Leaving decorations anywhere on the property is prohibited.
13. **CONDUCT:** No person(s) shall engage in loud, boisterous or other disorderly, profane, indecent, immoral or unlawful conduct on any portion of the common element property. Lessee/Responsible Party(s) are solely responsible for the conduct and actions of all event attendees, to include invitees/guests' agents, employees, service personnel or any persons admitted to the premises during the event.
14. **MUSIC:** All music **MUST** be confined to the interior walls of the Social Center. Loudspeakers and public address systems are prohibited. **ANY NOISE/MUSIC OR ANY MUSICAL DEVICE WHICH ANNOYS, DISTURBS, INJURES OR ENDANGERS THE PEACE, HEALTH OR COMFORT OF ANY RESIDENT OF THE GARDENS NORTH OR LA BONNE VIE CONDOMINIUM ASSOCIATIONS IS PROHIBITED.** Doors to the Social Center must be kept closed while music is being played during the event. The security/nuisance deposit can be charged against the Lessee/Responsible Party(s) for excess noise that is not addressed immediately after the first complaint by any resident and/or Association representatives or agents.
15. **PORTABLE RECREATIONAL FACILITIES:** Portable recreational facilities are prohibited from being erected in or on any portion of the common element of the Gardens North Master property. Examples: bounce houses, water slides, portable swing sets, also to include recreational animals, such as pony rides, etc.
16. **BAR-B-QUES/DEEP FRYERS/PROPANE/CHARCOAL:** City of Pompano Beach General Fire Safety Ordinance 10.11.7 prohibits the use of any hibachi, gas-fired grill, charcoal grill or any other similar devices used for cooking, heating, or any other purpose. This ordinance is in effect for the interior of the Social Center, to include the deck area, as well as the surrounding common elements, except for the Association BBQ grills and picnic tables, which are available on a first come basis. **CHARCOAL AND EMBERS MUST BE COOLED AND FREE OF THE POSSIBILITY OF RE-IGNITING CAUSING A FIRE BEFORE DISPOSAL.**
17. **COOKING/BAKING:** Cooking and baking is permitted using the microwave and/or the convection oven. Slow cookers, coffee pots, teapots, toaster ovens and woks are acceptable. **NO ELECTRIC INDOOR GRILLS ARE ALLOWED. NO DEEP-FRYING EQUIPMENT IS ALLOWED INSIDE THE SOCIAL CENTER, DECK AREA OR ON ANY COMMON ELEMENT PROPERTY.**
18. **FOOD WARMING EQUIPMENT:** Electric food warming equipment such as electric chafing dishes and warming trays are allowed. Chafing dishes that use a lighted flame are acceptable and **MUST BE MONITORED AT ALL TIMES BY LESSEE/RESPONSIBLE PARTY AND MUST NOT BE LEFT UNATTENDED ANYTIME BEFORE, DURING AND AFTER THE EVENT.**

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19. **CANDLES/LIQUID & OIL BURNING CANDLES, INCENSE STICKS:** Any type of open flammable candle whether liquid, oil or wax, oil burning incense sticks, or any other type of open flame are prohibited. Battery operated candles are acceptable.
20. **INTERIOR/EXTERIOR FURNITURE:** Furniture cannot be removed from the Social Center for the event. Interior furniture must remain within the confines of the interior walls. Exterior furniture must be left on the deck area. Damage to any furniture or appliances owned by the Association is the responsibility of the Lessee/Responsible Party(s). The Security/Nuisance Deposit is subject to forfeiture for damages incurred during any event.
21. **CLEANING OF SOCIAL CENTER, DECK AND SURROUNDING COMMON ELEMENT PROPERTY:** It is the responsibility of the Lessee/Responsible Party to ensure the interior of the Social Center is left clean and in the condition, it was during the pre-event walk-through with the property manager. Cleaning to include restrooms (commodes/sinks), kitchen (microwave/convection oven, interior/exterior of refrigerator/freezer, counter tops, sink) main hall, floors, windows, doors, furniture (interior/exterior) paver deck and BBQ's and picnic tables (if used for the event). Common element grounds to include the surrounding area around the Social Center, Lake shoreline, and parking lots. **IT IS THE RESPONSIBILITY OF THE LESSEE/RESPONSIBLE PARTY(S) TO PROVIDE CLEANING PRODUCTS RECOMMENDED BY THE ASSOCIATION.**
22. **TRASH/GARBAGE:** All trash and garbage **MUST** be bagged, tied, and disposed of in any dumpster on the property. **NO BAGGED TRASH SHALL BE LEFT INSIDE OR OUTSIDE THE SOCIAL CENTER OR ON THE DECK.** The Lessee/Responsible Party(s) is responsible for providing trash bags for the event and clean-up.
23. **PARKING LOT:** All vehicles must be parked in a marked parking space. **DO NOT PARK OR BLOCK THE MAIN ENTRANCE DOORS.** City of Pompano Beach General Fire Safety Code, Chapters 17 & 18: Code 17.3.7.2, Code 18.2.3.5; 18.2.3.5.1 and Code 18.2.3.5.2
24. **FALSE ALARM:** Lessee/Responsible Party(s) on the signed agreement will be responsible for payment to the City of Pompano Beach Fire Alarm Division if the alarm system is set off accidentally or intentionally and Police are dispatched. \$100.00 dollars of the \$300.00 refundable security/nuisance deposit will be forfeited for City Penalty Fines.
25. **LAWS/TAXES, FEES, FINES:** Lessee/Responsible Party(s) agrees to comply with all laws of the State of Florida, Broward County, City of Pompano Beach ordinances, laws, rules and requirements/requests of the local Police, Fire Department, Association representatives and agents. Lessee/Responsible Party(s) will be responsible to pay any taxes, fees or fines due to any authority because of any violation during the event.

**PLEASE KEEP IN MIND THE SOCIAL CENTER
INTERIOR/EXTERIOR PROPERTY IS UNDER VIDEO
SURVEILLANCE**

_____ Initials

By signing this rental agreement, the Lessee/Responsible Party(s) acknowledge, they have read, understand, and agree to abide by the Gardens Master Rental Agreement, rules and regulations of the Gardens North Master Association, rules for the Social Center and understand the Lessee/Responsible Party(s) are responsible for all event attendees conduct, actions and any damage to any common element property. By signing this contract, the Lessee/Responsible party(s) acknowledges they will be always present during the event.

Signature of Lessee/Responsible Party Date _____ 20____

Signature of Lessee/Responsible Party Date _____ 20____

\$300 Non-Refundable Fee Received by: Signature of Property Manager _____

Date Received: 20____

\$300 Security/Nuisance Deposit Received By: Signature of Property Manager _____

Date Received: 20____ Witnessed by: _____

CAMPBELL PROPERTY MANAGEMENT
On behalf of
The Board of Directors
Gardens North Master Association
200 Gardens Drive
Pompano Beach, FL 33069

PICTURES OF THE INTERIOR OF THE SOCIAL CENTER AND EXTERIOR COMMON ELEMENT AREAS TO INCLUDE LAKE AND PARKING LOTS HAVE BEEN TAKEN BY THE PROPERTY MANAGER FOR THE ASSOCIATION'S RECORDS

____ Initials

GARDENS NORTH MASTER ASSOCIATION SOCIAL CENTER CHECKLIST

Any damages noted upon entering the Social Center must immediately be reported to the property manager/security guard on duty and noted

(RESPONSIBLE PARTY MUST COMPLETE THE CHECKLIST & RETURN IT WITH THE KEY FOB)

CHECK IN DATE: _____ 20____ CHECK OUT DATE: _____ 20____

IN		OUT	NOTATIONS/COMMENTS
	WINDOWS		
	WALLS		
	FLOORS		
	DOORS		
	REFRIGERATOR		
	MICROWAVE OVEN		
	CONVECTION OVEN		
	SINK/COUNTER TOPS		
	FURNITURE TELEVISION & REMOTE		
	LADIES' ROOM		
	MEN'S ROOM		
	DECK FURNITURE & AREA		
	BBQ'S/PICNIC TABLES		
	LAKE SHORELINE		
	EXTERIOR GROUNDS		
	PARKING LOTS		
	DECORATIONS		
	TRASH		

(Use the back of this form for additional comments)

____ Initials