

*Office use ONLY*

**Party Held/ Deposit Returned**

Resident Initials: \_\_\_\_\_

Deposit #: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

## Residents Club Rental Agreement

Permission is requested by \_\_\_\_\_ (Responsible Resident – Please Print)

Residing at \_\_\_\_\_ (Vista Lakes Street Address)

Home Telephone \_\_\_\_\_ Cell Telephone \_\_\_\_\_ Email \_\_\_\_\_

To use the Residents Club on \_\_\_\_\_ (date) from \_\_\_\_\_ (start time) to \_\_\_\_\_ (end time)

For the purpose of conducting/holding \_\_\_\_\_, (type of event).

Additional Information/Special Requirements, description of decorations.

\_\_\_\_\_

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If granted, this Rental Agreement is issued with the understanding that the above-named responsible party is a member in good standing of the Vista Lakes Community Association (Association) and is subject to the following conditions:

1. The Association, in consideration of the payment of the use fee as provided in this Rental Agreement, hereby agrees to let the above named resident use the Residents Club on \_\_\_\_\_, 201\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm. (minimum four (4) hours, between 10am and 10pm).

2. The above named resident shall pay to the Association a nonrefundable fee of \$20.00 an hour ( 4 hour minimum), payable in advance for use of the Resident’s Club. Such payment shall be in the form of a cashiers check or money order made payable to the Vista Lakes Community Association and due no less than 2 weeks prior to the date of the function and at the time of the signing of this agreement.

3. At the time of the signing of this Agreement, the above-named resident shall also pay to the Association, in trust, a damage/cleaning deposit of \$250.00, by cashiers check or money order made payable to the Vista Lakes Community Association to be held and disbursed for damages to the Premises (if any) as provided by law. The resident will be responsible for any and all damages that occur due to or during the use of the Residents Club and will be responsible for any damages in excess of the deposit. The damage/cleaning deposit will be returned within ten (10) business days after final inspection and as long as there is no damage or incidents noted.

4. The resident shall be responsible for obtaining \$1 million in liability insurance from an insurance carrier with an A rating or greater according to AM Best guidelines, for their use of the Resident’s Club.

5. If the resident maintains possession of the Resident’s Club for any period after the time period listed in paragraph 1, the homeowner shall pay to the Association a holdover fee of \$\_\_\_\_20.00\_\_\_\_ per hour, if Residents Club is available.

6. Functions shall begin no sooner than 10:00 am and end no later than 10:00 pm, without prior approval and are subject to an additional Extended Hours (beyond the four (4) hours) fee of \$20.00 per hour.

7. To the extent permitted by law, the resident agrees to indemnify, hold harmless, and

defend the Association from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which the Association may suffer or incur in connection with the homeowner's possession, use or misuse of the Residents Center or that of his or her guests.

8. Resident shall not keep or have on the Residents Center any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Association is obtained and proof of adequate insurance protection is provided by the resident.

9. Resident shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities.

10. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for all legal actions shall be in the courts of Orange County, Florida.

11. In addition to these terms, the resident and his or her guests shall comply with the restrictions contained in the "Residents Club Rules and Regulations" which are attached hereto as Exhibit "A." The restrictions contained in the Residents Club Rules and Regulations are hereby made a part of this agreement and shall have the same force and effect as if set forth fully herein.

12. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. The resident SHALL NOT have a valid reservation until a signed, completed copy of this Agreement, a signed copy of the Resident's Club Rules and Regulations, proof of liability insurance, the damage/cleaning deposit cashiers check or money order and your rental payment cashiers check or money order are received and your application is processed and approved by the Community Director.

**SUMMARY OF CHARGES**

Rental Fee \$ 20.00 Per Hour (4 hour minimum) Damage/

Cleaning Deposit \$250.00

Extended Hrs Fee = \$20.00 X \_\_\_\_\_ hrs = \$ \_\_\_\_\_

\_\_\_\_\_  
Total \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Responsible Resident

\_\_\_\_\_  
Date of Application

Approved \_\_\_\_\_ (date) \_\_\_\_\_

Vlk001 agr4

## **The Vista Lakes HOA – Residents Club Rental Rules and Regulations**

The Vista Lakes Residents Club is available for private events staged for the private enjoyment of Vista Lakes residents and their guests. The following rules and regulations are for the benefit and protection of all members and their guests.

### **Section 1 – Rental Requirements**

A. Rental of the facilities shall be granted only to those residents at least 21 years old and in good standing with the Association. Good standing with the Association is defined as current assessments paid in full, no unresolved Architectural violations and no pending actions before the board. All members, their immediate families and guests shall use the facilities at their own risk. The maximum occupancy is limited to 45 persons.

B. Completion of this application and submission to the Community Director with the required Payment, damage/cleaning deposit and proof of liability insurance, shall be made no less than two (2) weeks prior to the date of the function. The Vista Lakes Board shall have exclusive rights to approve/disapprove applications at its sole discretion. Applications will be accepted on a first-come, first-served basis. Acceptance of an application creates an agreement, and not a lease, which agreement can be revoked by the Community Director or Vista Lakes Board at any time.

C. Security for the HOA will be on the premises.

**YOU DO NOT HAVE AN APPROVED RESERVATION UNTIL THE COMPLETED APPLICATION FORM, A SIGNED COPY OF THE RULES AND REGULATIONS, PROOF OF LIABILITY INSURANCE, YOUR DAMAGE/CLEANING CASHIERS CHECK OR MONEY ORDER , AND YOUR PAYMENT CASHIERS CHECK OR MONEY ORDER ARE RECEIVED, PROCESSED AND APPROVED BY THE COMMUNITY DIRECTOR.**

### **Section 2 – Regulations**

A. The sponsoring resident must be present for the duration of the event. The use of the swimming facility and tennis courts is NOT included with rental of the Residents Club.

B. Only one (1) Resident can be responsible for a private function, multiple residents cannot share responsibility for a private function. It shall be the responsibility of the resident hosting the function to advise attendees of and ensure that all rules and regulations are followed; clear the areas used of trash and personal items at the conclusion of the event, ensure there are enough adults present to properly supervise children.

C. Smoking in the clubhouse is prohibited. Alcoholic Beverages are not allowed.

D. Inappropriate behavior, e.g. running, horseplay, raucousness, etc. shall NOT be permitted.

E. If decorations are contemplated for the event, the nature of the decorations must be submitted with this application for approval.

F. The facilities are to be cleaned as deemed appropriate by Vista Lakes staff. This includes sweeping, vacuuming, spills mopped, tables wiped, kitchen, tables, chairs and equipment cleaned and returned to the proper place, and trash deposited in trash receptacles.

G. Any concerns regarding the association facilities can be emailed directly to the Community Director via [www.vistalakesfl.com](http://www.vistalakesfl.com).

H. The Board of Directors for Vista Lakes shall act upon situations not specifically covered in these rules and regulations. The Board of Directors is also empowered to amend, add or delete rules, as they deem appropriate for the good of the membership and/or the Association.

I have read and agree to abide by the Residents Club Rules and Regulations as stated above.

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**Signature of Responsible Resident**

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**Date of Application**