In accordance with the Jockey Club Property Owners Association Inc. (hereinafter referred to as the Association), Declaration of Covenants and Restrictions, Article IV, Section 4d, fees may be charged for the use of the Common Properties. Certain portions of the Common Properties as described below can be leased for short terms.

RESERVING THE COMMON PROPERTY

To reserve any part of the Common Property, you must fill out the Common Property Use Request Form. You can pick up the form from the Association Office. It is also available on our website jockeyclubnorthport.com. Reservations should be made 30 days ahead of time. The Common Property Use Application requires the approval of the Board of Directors. The Board may refuse any application with or without cause.

AVAILABLE AREAS

**Conference/Card Room**

The Conference/Card Room is located at the end ofthe main hall, on the left side. The dimensions are 15 x 18 feet, with a maximum capacity of **18** people. There are 4 card-sized tables which can be moved together for a conference-type table seating 10. There are 17 chairs in the room.

**Great Room**

The Great Room has a maximum capacity of 100 people according to fire regulations. There is no additional fee for using available approved equipment and furnishings in the Great Room.

Kitchen

The Kitchen has two stoves, a fridge, some cutlery, and pots/pans for cooking. There is an additional fee for using the kitchen. Lessees will have to bring their own cups, plates, and cutlery. *Any food/drink consumed by the renter automatically incurs the kitchen lease fee.*

**Open Spaces**

The open spaces surrounding the Clubhouse can be leased for short terms in support of outdoor activities. Costs will be determined between the lessee and the Board of Directors.

The pool, gas grills and other facilities within the Common Property of the Association are not available for lease. The Lessee shall not allow his family, visitors or invitees to use any portion of the Common Property not leased. Should any non-leased portion of the Common Property be used, the Lessee waives any and all claims against the Association, express or implied, resulting from such use. Use of the washrooms is included in the lease.

The Common Property must be vacated by 9pm unless otherwise approved by the Board of Directors.

**COMMON PROPERTY USAGE FEES:**

A $50.00 security deposit is due at time of reservation in order to hold your date. This deposit is deducted from the lease fee. Final payment is due one week prior to event. No exceptions.

A $100.00 damage deposit is required with the application. The deposit is refunded in full less any damage or additional cleanup costs as determined by the Board.

An additional charge of $30.00 per hour and any part thereof shall be levied if the event extends beyond the agreed upon time. This fee is in addition to those outlined in the fee schedule.

If the Association is asked to setup or support setup, a fee of $10.00 per hour per person employed shall be levied.

Deposits for **Conference Room** are ½ the amounts of deposits listed above.

Long term use agreements can be arranged with the Association and a mutually agreed upon fee and payment schedule determined.

*Non-profits may qualify for discounted rates* of the Association facilities with submission of application and purpose of event. Approval of event will also be contingent on availability. *The organization’s non-profit certificate is required to receive the discount*. The amount of discount shall be determined by the Board of Directors on a case by case basis.

**SCHEDULE OF FEES:**

Below are the fees associated with the use of the Common Property of the Association:

* **Conference Room-** The Conference Room rental fee is ½ the amount of the **Great Room**:
* **Great Room** – Fees are divided into three categories as follows:
* *For Jockey Club members* - $100.00 for a minimum of four hours and $25.00 per hour and any part thereof after four hours. For less than four hours, the rate is $30.00 per hour and part thereof.
* *For Non-members* - $200.00 for a minimum of four hours and $25.00 per hour and any part thereof after four hours. For less than four hours, the rate is $30.00 per hour and part thereof.
* *For Businesses and Corporations* - $300.00 for a minimum of four hours and $25.00 per hour and any part thereof after four hours. For less than four hours, the rate is $30.00 per hour and part thereof.
* **Kitchen** - $50.00 for a minimum of four hours and $15.00 per hour and any part thereof after four hours. For less than four hours, the rate is $15.00 per hour and any part thereof.
* **Open Spaces** – To be determined by agreement between the lessee and the Board of Directors.

FEE PAYMENT POLICY

All anticipated fees must be paid in full seven (7) days prior to event. **If the rent is not paid prior to seven (7) days before the Lease Term, this lease agreement shall be null and void and Lessee shall forfeit the security deposit.** There is no exception to this policy. Payments should be addressed to:

Jockey Club of North Port POA Inc

3050 Pan American Blvd

North Port Florida 34287

EVENT LIAISON

After your event has been approved and your deposit has been paid, you will be assigned an event liaison. The fee for the event liaison is included in the lease fee. Your event liaison will be your contact person and will walk you through the Common Property before the event. He/she will also open and close the Common Property and conduct an inspection of the Common Property with the Lessee.

TERMINATION CANCELING & RESCHEDULING

Events must be cancelled in writing and should be submitted to the Association office as soon as possible. Events cancelled BEFORE ten (10) business days prior to the event will qualify for a full refund, less a $20 administrative fee. Events cancelled less than ten (10) business days from the start of the event will not be refunded.

If an event requires rescheduling, the Association office must be notified within ten (10) business days from the original start time of the event. There will be no penalty if an event is rescheduled within the required time. All deposits and payments will be put towards the new event date. If an event is rescheduled less than ten (10) business days from the original start time of the event, a $20 rescheduling fee will be applied to the event invoice.

Lessee covenants that if Lessee defaults in the payment of any rents due under this Agreement or if Lessee, his family, visitors or invitees violate any restriction contained in the Association Bylaws, Declaration of Covenants and Restrictions or Common Facility Rules, Lessee shall become a Lessee at Sufferance, thereby waving all right of notice to vacate the premises immediately, and the entire rent for the balance of the lease period shall be at once be deemed payable and may forthwith be collected by distress or otherwise as provided by law, and the Association shall have all other remedies available under law.

FOOD AND BEVERAGES

Food and drink items may be catered through an outside vendor. Outside vendors must be licensed and insured. **Alcohol is not permitted on Association premises without approval from the Board of Directors. When alcohol is authorized (other than a glass of wine or champagne for a toast), the Lessee must provide at their expense, a security person (off duty police or Certified Security), whose credentials are registered with the Association.** Smoking is not permitted inside facilities. Lessee his family, visitors or invitees shall not use the gas grills.

Pursuant to Section 562.11, Florida Statutes, it is a crime to sell, give, serve, or permit to be served alcoholic beverages to a person under 21 years of age. Violators will be prosecuted.

SETUP AND CLEANING

Chairs and tables are provided and should be set up by the Lessee. The Lessee is responsible for all setup. Should the Association be requested to assist in setup, a fee may be applied. Lessee is responsible for assuring that the Common Property is left clean at the conclusion of the event. This includes, but is not limited to, returning all furnishings to their original positions, removing all decorations from the walls and trash from the floor, wiping up all spills and removing all event materials from the space.

DECORATIONS

Decorations are not provided by Association except at Christmas. Your event liaison must approve any and all decorations in advance and locations to be decorated or modified. Painters’ tape is to be used on painted surfaces.

ADDITIONAL INFORMATION

No deliveries will be accepted by the Association staff for an event. Lessee must bring all items with them at the time of set-up. The Association reserves the right to disallow access to the building to any Lessee or vendor who has violated these guidelines. Visitor safety and access to public areas must be maintained during set-up periods.

Strict adherence to the fire code regulated, maximum capacity (Hall-100 persons, Conference Room-18 persons) is enforced. Lessee is liable for all damages incurred to the Common Property spaces.

The Association reserves the right to cancel any event due to unforeseen circumstances. If the Association cancels your event, you will be refunded any and all fees paid.

Lessee shall only access the parts of the Common Property that they have leased. Other parts of the Common Property are off-limits. The pool, courts and library can continue to be used by the Association membership while the Common Property is being leased. The Board of Directors, authorized employees and agents may enter the leased portion of the Common Property without permission or notice to the Lessee as is deemed necessary and appropriate.

Lessee agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

Lessee agrees to abide by the Association Common Facility Rules.

Lessees with liability insurance shall provide a copy of that policy to the Association.

**WAIVER OF TERMS, ALTERATIONS**

The lessee agrees that the waiver or breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any other term or succeeding breach of this Agreement. Lessee shall not alter or improve the Common Properties.

**DISCLOSURE**

As required by law, Association makes the following disclosure concerning “Radon Gas”. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**INDEMNIFICATION**

Lessee shall indemnify and hold harmless the Association against any expense, loss or liability whether claimed or paid, suffered or incurred as a result of the Lessee’s use or occupancy of the Common Property or the carelessness, negligence or improper conduct of Lessee, his guests, visitors or invitees. Lessee agrees to reimburse the Association for any damages, costs, fees, fines or penalties by reason of any act, in action, negligence or gross negligence of the Lessee, his visitors or invitees.

**VENUE AND ATTORNEY’S FEES**

This agreement is entered into in Sarasota County, Florida and shall be governed by Florida law and venue shall only lie in Sarasota County, Florida. The invalidity in whole or in part of any term, covenant or provision hereof shall not affect the validity of the remainder hereof. In the event of legal action arising under or out of this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney’s fees, including any costs and fees of any collection, trial or appeal.