

JOCKEY CLUB OF NORTH PORT POA INC
Common Property Use Request & Rental Agreement

Name of Group or Event _____

Date(s) Requested _____ **Start Time:** _____ **End Time** _____

(Circle One) Member

Non-Member

Business/Corporation

Description of Event (Please be as specific as possible)

Number of Expected Attendees, including hosts: _____

Setup Start Time: _____ Clean-up End Time: _____

PRIMARY CONTACT PERSON(S) (two preferred)

Name: _____ Phone: _____

Name: _____ Phone: _____

I have read the Terms and Conditions of the Facility Use and I agree to the stated terms, conditions, and policies. I understand that half of the rental fee is a deposit to hold the date, plus a refundable \$200.00 damage deposit is required at booking. The full balance is due 24 hours prior to the event.

Applicant Signature _____ Date: _____

No alcohol and no smoking are permitted _____ **(Please sign)**

-----For Office Use Only-----

Total rental amount (excluding security deposit): _____

Damage deposit amount: \$200

Due at Time of Booking:

- 50% Deposit Rec'd \$ _____ Date: _____
- \$200 damage deposit Rec'd \$ _____ Date: _____

Full Balance Due 24 hrs prior to event: _____ Date: _____

Post Event

Amount of Damage Deposit Refunded: \$ _____ Check No. _____ Date: _____

Booking Recorded – Office Signature _____ Date: _____

JOCKEY CLUB OF NORTH PORT POA INC
Common Property Use and Lease Policy

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.

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 use of the kitchen is included with the lease of the Great Room.

The pool 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.

COMMON PROPERTY USAGE FEES:

Half of the rental fee and the security deposit is due at the time of reservation in order to hold your date. Final payment is due no later than 24 hours prior to the event.

A \$200.00 cleaning and 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 shall be levied if the event extends beyond the agreed upon time at 1.5 times the hourly rate outlined in the fee schedule. A 15 minute grace will be applied at the end of every event.

Signature: _____

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Long term use agreements can be arranged with the Association and a mutually agreed upon fee and payment schedule determined. Repeated rentals of the Great Room can receive a discounted rate at the discretion of the board.

SCHEDULE OF FEES:

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

- **Great Room and Kitchen** – Fees are divided into Two categories as follows:
 - *For Jockey Club members* - \$50.00 per hour. Any event 5 hours or more will receive an hour beforehand for setup, and an hour after for cleanup at no additional cost.
 - *For Non-members* - \$65.00 per hour. Any event 5 hours or more will receive an hour beforehand for setup, and an hour after for cleanup at no additional cost.
- For events requiring set-up the day before, a 4 hour minimum charge will be applied for reserving of the hall. This is to offset the inability to rent the hall on the day previous.
- Special discounts are available to any long-term, or frequent rentals. Subject to board approval.

FEE PAYMENT POLICY

All anticipated fees must be paid in full 24 hours prior to the event or are subject to penalty.

Payments should be addressed to:

Jockey Club of North Port POA Inc.
3050 Pan American Blvd.
North Port, FL 34287

TERMINATION CANCELLING & 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 canceled after the 10 days but before the 24 hour mark will only be charged half of the rental, and receive their full security deposit back. Events cancelled less than 24 hours 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 allocated 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 \$25.00 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 waiving 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.

Signature: _____

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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 charcoal grill.

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.

SET-UP AND CLEANING

Chairs and tables are provided and should be set up by the Lessee. The Lessee is responsible for all set-up. 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, essentially leaving the areas in the same condition as before the event.

DECORATIONS

Decorations are not provided by the Association. 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. Harsh tapes including but not limited to duct tape, masking tape, & others are not permitted. The use of any push pins, or other similar items are not permitted. Decorations should not damage the property in any way.

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 setup. 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 of 100 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.

Signature: _____

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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 prior to event.

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, the 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.

Signature: _____