

# Ashton Parc Homeowners Association, Inc.

C/O Campbell Property Management

1215 E. Hillsboro Blvd.

Deerfield Beach, Florida 33441

Phone: 954-427-8770

## CABANA RENTAL AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and

between ASHTON PARC HOMEOWNERS ASSOCIATION INC., (hereinafter called  
"ASSOCIATION"), and

\_\_\_\_\_ resident and homeowner of  
Ashton Parc (hereinafter called "USER"),

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_ TYPE OF EVENT: \_\_\_\_\_

TIME (INCLUDE SET-UP & BREAKDOWN): FROM: \_\_\_\_\_ TO: \_\_\_\_\_

NUMBER OF GUESTS EXPECTED: \_\_\_\_\_

ARE OUTSIDE VENDORS INVOLVED IN EVENT? (CATERER, ENTERTAINMENT, ETC.)

YES / NO. IF YES, PLEASE LIST ALL VENDORS AND PROVIDE CERTIFICATE OF  
INSURANCE NAMING ASHTON PARC AS AN ADDITIONAL INSURED FOR EACH NO  
LATER THAN 5 DAYS PRIOR TO EVENT:

\_\_\_\_\_  
\_\_\_\_\_

Homeowner Initials: \_\_\_\_\_

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DEPOSIT: USER, with his or her execution of this agreement has deposited with the Association collected funds as indicated below:

- ***A \$200.00 Security Deposit must be paid at the time of booking.***
- ***Checks are made payable to: ASHTON PARC HOMEOWNERS ASSOCIATION.***
- ***A refund check will be processed back to the owner once the Cabana is inspected and deemed satisfactory. If damages occur, the fees will be deducted from the deposit.***

#### TERMS AND CONDITIONS FOR CABANA ROOM RENTAL

- This application is for **rental of the pool cabana area seating under the covered area only**, unless otherwise specified. The swimming pool and pool lounge chairs will remain open to all residents and will not be closed for any duration during your event.
- The Cabana is for the homeowners of Ashton Parc Homeowners Association ONLY and owner must be over 21 years of age to enter into a rental agreement. Homeowner must be present during the entire set up, function and clean up.
- Parents must supervise events for minors and must be present at all times.
- Applicant shall not use or deface walls with tape, staples or nails. All decorations must be removed before leaving the premise.
- All gates must be returned to the locked position.
- NO ALCOHOLIC BEVERAGES are permitted in the Ashton Parc Cabana area at any time. Underage drinking is not permitted.
- NO SMOKING ALLOWED IN POOL AND SURROUNDING AREA. Firearms, fireworks or explosives of any kind are prohibited.
- Cabana furniture cannot be removed.
- The Cabana must be left in the same condition as prior to the function.
- All events must conform to the City of Coconut Creek noise ordinance.
- All rental equipment and supplies must be removed by the end of event. The owner is responsible to meet with the rental company for the return of the items rented for their event. A storage fee may be assessed if items are stored beyond the next regular business day.
- All arrangements for access to the Cabana for your vendors must be made through the owner.
- **EVENT CAN BE CANCELLED WITHOUT NOTICE: due to unforeseen circumstances, out of the Association's control:** If cancelled, you can reschedule based on availability. The Cabana and restrooms are also used for emergency storage during hurricane season (*June 1<sup>st</sup> through November 30<sup>th</sup>*)

Rules governing food and beverage, appropriate wearing apparel and smoking must be complied with at all times. The resident/owner host ("User") of any event will be held responsible for full compliance and is subject to all penalties, fines and other remedies under Ashton Parc HOA Rules and Regulations as well as city ordinance and statute, that may include but is not limited to suspension of privileges.

Failure to adhere to any of the rules or provisions set forth in this AGREEMENT will constitute a breach of this AGREEMENT, resulting in a loss of all deposited funds and immediate termination/cancellation of the EVENT. The USER will still be responsible for any and all damages,

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clean up fees, and other charges as stipulated in this AGREEMENT. Breach of contract may result in forfeiture of rental rights.

USER hereby agrees to hold ASSOCIATION harmless and to indemnify it against any public liability and/ or property damage liability that may arise or accrue by reason of the use by USER of the facilities. The ASSOCIATION shall not be responsible for any damage or injury that may happen to USER or to USER'S agents, employees, property or guests and invitees from any cause whatsoever, during the period covered by this agreement; and USER hereby expressly releases ASSOCIATION from, and agrees to indemnify it against, any and all claims for such loss, damage or injury.

USER understands that the ASSOCIATION will not be responsible for utensils, furniture, china, glassware, food, beverages or any other items brought in by USER or caterers of the EVENT.

The names of EVENT vendors must be turned into the office at least five (5) business days in advance of the EVENT date. Vendors must provide an occupational license, a liability insurance certificate naming Ashton Parc HOA, Inc. as additional insured with a minimum coverage limit of \$1,000,000.00, and a current workers' compensation insurance certificate; *must be turned in five (5) days before the EVENT.*

I have read and understand the Cabana Rental Agreement and agree to adhere by all rules and regulations of Ashton Parc Homeowners Association.

HOMEOWNER SIGNATURE: \_\_\_\_\_

HOMEOWNER PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Office Use Only:**

Deposit Received with Form: Check # \_\_\_\_\_ By: \_\_\_\_\_

Inspected on: \_\_\_\_\_ By: \_\_\_\_\_

Left in Satisfactory Condition: \_\_\_\_\_ Yes \_\_\_\_\_ No

Deposit Refunded Date: \_\_\_\_\_ Check #: \_\_\_\_\_

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