



KINGS CREEK VILLAGE ASSOCIATION

8333 S.W. 81 Avenue

Miami, FL 33143

(305) 279-2101

kcvaoffice@kcvamiami.com

Hours: 8:30 AM – 9:00 PM

CLUBHOUSE RENTAL CONTRACT

THIS RENTAL CONTRACT is made and entered into this ____ day of _____, 20____, by and between **KINGS CREEK VILLAGE ASSOCIATION, INC.** ("Lessor") and (Please Print): _____ ("Lessee"). Lessee must be a current resident in good standing at the community of the Kings Creek Village Association. **Only Residents and Members of the Association are allowed to rent the Clubhouse.**

House/Unit Address: _____

Owner _____ Tenant _____

Home Telephone Number: _____

Cellular Telephone Number: _____

Party in Name of: _____ (the "Sponsored Lessee")

Type of Function: _____

Number of People: _____ Expected Ages: _____ Adults Only: _____

Date of Event: _____ From: _____ P.M. To: _____ P.M.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby rents to Lessee the Clubhouse located at 8333 SW 81 Ave, Miami, FL 33143, on the date and time stated above, for the use by Sponsored Lessee the purpose stated above. The Lessee and the Sponsored Lessee (if applicable), are hereinafter collectively referred to as "Lessee")

RENTAL FEES:

Up to 50 guests: \$ 400.00

51-100 Max.: \$ 600.00

SECURITY FEES:

\$30.00 per hour, plus tax (\$32.10)

Holidays \$45.00 per hour, plus tax (\$48.15)

A REFUNDABLE SECURITY DEPOSIT (\$500.00) MUST ACCOMPANY THIS CONTRACT AT THE TIME IT IS SIGNED BY THE PARTIES. THE

OF THIS CONTRACT. THE REFUND CHECK FOR THE SECURITY DEPOSIT SHALL BE MADE PAYABLE TO THE PARTY WHO ISSUED THE SECURITY DEPOSIT CHECK OR MONEY ORDER.

DATE DEPOSIT RECEIVED: _____

FULL RENTAL FEE MUST BE PAID BY: _____

The following terms and conditions are hereby agreed to and made a part hereof:

1. The Lessee shall make no unlawful, improper, or offensive use of the premises.
2. **Cancellation must be made at least ten (10) days prior to the reserved date. A One Hundred (\$100.00) Dollar penalty may be levied if use is cancelled and proper notice is not made to Lessor on time; subject, however, to force majeure events. Written request to cancel is requested.**
3. **All reservations are on a first served basis. Reservations may be made up to a year in advanced.**
4. **The lessee must submit: Personal Identification Card, a valid KCVA Identification Card, payment, the alcohol liability insurance, as well as evidence of insurance of all vendors, when she/he is signing the contract.**
5. The Lessee shall be liable and pay for any damage to said premises caused by any act or neglect of the Lessee or of any person or persons making use of the premises at the invitation or under the control of the Lessee, the Lessee shall be responsible for complete pick-up of the premises and of garbage disposal; the Lessee shall be responsible for returning the Clubhouse to its original condition.
6. Animals (domestic or otherwise) are not allowed inside the Clubhouse (nor on its Common Elements).
7. **The Security Deposit will be refunded within fifteen (15) days of inspection after the event, unless unusual repairs (damage) or unusual cleaning is required to restore the facility to its normal condition. After deductions for damage and unusual clean-up, the Lessor shall return the balance of the Security Deposit to the Lessee.**
8. **Air-conditioning will be turned lower two (2) hours prior to the start of the party or function. There will be a charge of ten (\$10.00) dollars per hour (or any part thereof), if Lessee wants the air-conditioning degree lowered prior to the time of the event.**
9. **Guests, including children and teenagers, must remain inside the Clubhouse at all times while the event is ongoing. Children and teenagers are forbidden to play anywhere on the outside of the Clubhouse.**
Gathering outside the building, in the parking areas or pool areas, is strictly prohibited. Except for catering trucks servicing the party, commercial vehicles are not allowed to enter the property other than for delivery and/or pick-up of event materials. The guest vehicles must park at the Clubhouse parking lot right next to the building. Public access roads leading into the KCVA Property may not be blocked or illegally diverted for guest parking. **Unlawfully parked vehicles shall be subject to towing at owner's expense.**
10. **NO POOL PARTIES ARE ALLOWED UNDER ANY CIRCUMSTANCES.**

11. Party-related signs on Common Elements are absolutely prohibited, with the exception of one (1) sign at the entrance of the Clubhouse.
12. No alcoholic beverages are permitted outside the building.
13. Smoking is only allowed at the entrance of the Clubhouse where an outdoor ashtray is provided. Please do not throw cigarette butts inside the moat (water) which partially surrounds the Clubhouse.
14. **If you are serving alcoholic beverages at your party, you must obtain a "Certificate of Liability Insurance" naming the Association as the Certificate Holder. Proof of this policy insurance must be submitted with the Clubhouse Rental Application.**
15. The party rental and Security Guard is based on four (4) hours. An additional one hundred and Fifty (**\$150.00**) dollars shall be charged per hour for any extra time.
16. Function must be over, and the party area must be cleaned-up by 10:00 P.M. during weekdays (Monday-Thursday) and by 12:00 A.M. during weekends (Friday, Saturday, and Sunday), unless otherwise prearranged with the Management Office.
17. A security guard, to guard the Clubhouse and provide security, must be retained at an additional cost of **\$30.00** dollar per hour plus tax (**\$32.10**). Any additional time should be paid at the same rate.

18. **KCVA provides all necessary furniture for the events. The Lessee is not allowed to bring their own or any other rental furniture to the premises without prior written approval from the KCVA Management Office.**
19. **The decorations should be made on the tables, on the counters, as well as on the floor. It is not allowed to cover, paint, hang or paste any kind of decorations or materials on the doors and windows. Likewise, it is also not allowed to nail or stick objects on the walls. Please do not hang any object or decoration on the sconce or the ceiling chandelier.**
20. **No cooking is allowed inside or outside the Clubhouse. Lessee is only permitted to use the microwave and/or a chafing system to warm up the food.**
21. **Lessor shall open the Clubhouse to the Lessee at 10:00 A.M on the date of the event. Lessee agrees to notify the party security guard, after clean-up and prior to leaving the premises to close.**
22. **All vendors entering the premises must carry insurance and evidence of insurance, which must be provided to Lessor before the event, at the time to sign this contract. The Clubhouse is rented to Lessee. This contract shall not be reassigned nor the premises or any part there-of shall be sublet. The Lessee must be present during the party.**
23. **The Clubhouse shall not be used for any commercial use or purpose, nor shall it be used for any religious activity or event. Lessee may not charge admission for his/her guest and may not sell products or services. All profit-making activities, and solicitation/sales events are strictly prohibited. The Lessee shall be held financially responsible for any act of vandalism due to unruly acts committed by Lessee's guests. Materials, property, and/or garbage not removed from the Clubhouse building after the specified rental time is subject to \$50.00 charge.**

24. The Lessee hereby indemnifies and holds harmless, the Lessor, its agent, employees, successors and assigns against all liabilities, claims, judgment, expenses, demands, damages, and causes of action of whatever nature, for injury to, or death of, person(s) or damage to, or destruction, or loss of property and rising out of or in any way connected with the lessee's rental of the clubhouse. **Further, the Lessee shall protect and defend the Lessor in suit or action brought on account of any such injury, theft, damage, destruction, or loss and will pay for any costs or expense of such persons, including but not limited to fees incurred by reason of such injury's theft, damage, destruction or loss.**

25. **If on-site security inspection confirms non-compliance with Lessor's rules and regulations, or if false information was provided by Lessee regarding the type of event and/or the number of guests actually attending the event, the Lessor reserves the right to (i) immediately terminate the event; (ii) reduce the amount of guests at any gathering already in progress, or (iii) charge \$10.00 for each additional guest.**

26. **This contract shall be governed by the laws of the State of Florida. If it shall become necessary for either party to enforce any of the terms or conditions of this agreement, or if any litigation results in connection with this agreement, the prevailing party shall be entitled to recover from the losing party all attorney's fees and costs incurred by the prevailing party, whether those fees or costs are incurred before or after a lawsuit is filed, including, but not limited to, any fees and costs incurred in connection with any arbitration, circuit court proceedings, bankruptcy and/or appellate proceedings. The exclusive venue for any legal proceeding in connection with this Agreement shall be Miami-Dade County, Florida.**

27. You may forfeit your deposit in full if any of the above rules are violated.

THE KINGS CREEK VILLAGE ASSOCIATION, INC.

LESSEE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Deposit: \$ _____

Rental: \$ _____

Security: \$ _____

A/C: \$ _____

Other: \$ _____

TOTAL: \$ _____