

LAGUNA SPRINGS II
CABANA RENTAL CONTRACT

Reservations must be made two weeks in advance in consideration of the use of premises and other good and valuable considerations, the receipt of which is hereby acknowledged. Renter must be present at function.

I understand that I, the renter, unless damage is specifically brought to the attention of property management prior to usage, will assume full responsibility for any and all damage and misuse to the contents of the rental area on the rental date which includes all permanent furniture and fixtures, door, windows, restrooms, kitchen appliances and equipment (if applicable). The Renter acknowledges and agrees that the Renter's responsibilities and liabilities on the rental date begin with the opening of the Cabana.

The renter acknowledges and agrees that he/she and his/her guest shall use the facility in such a manner as to not cause any damage or misuse to the facility, shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities with respect to the use of the facility and shall not make, suffer or permit any unlawful, improper or offensive use of the facility or permit any nuisance thereon. The Renter acknowledges and agrees that no bounce houses, petting zoos, climbing walls, rides, etc., are permitted on the premises. The deposit will be forfeited if these rules are not followed. The Cabana is not available for rental by anyone who is not a homeowner of record in Laguna Springs Two.

Renter shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred, or defaced. If said premises, furnishings, or any portion of the Association property shall be damaged by the act, default, or negligence of any of the renters, or of any of the renters' agents, employees, patrons, guests, invitees or any persons admitted to said premises by any of the renters, renter shall pay to Association upon demand such sum as shall be necessary to restore said premises to their present condition.

The scheduled closing time of the Laguna Two Cabana is 10:00 p.m. on Sunday through Thursday and 11 p.m. Friday and Saturday. Maximum capacity of the Cabana is 40 people. Music must be kept at a "background" level and the resident must be present at all times. **All rental functions must be over at the scheduled closing times with no exceptions.**

Laguna Springs II Maintenance Association, Inc.'s events take precedence over rentals. Laguna Springs II Cabana will not be rented on holidays or weekends associated with major holidays unless authorized by the Board of Directors and for the Property Management office.

A security/damage deposit of \$300.00 is required as well as a \$100.00 nonrefundable use fee. Both fees are due upon signing of the rental contract. **Reservations must be made two (2) weeks in advance and all monies paid at this time.** A rental date is not secure until the signed contract, deposit, and use fee are received. The security deposit will be returned within twenty-one (21) days after the date of the event (rental date) if no damage is incurred. In the event there is any damage or misuse to the facilities, the charge for same will be deducted from the security/damage deposit or if not adequate to cover the costs of the damage or misuse, the cost will be assessed to the resident's account. If damages are claimed over the amount of deposit, the renter agrees to pay for same upon receipt of an invoice from the Association for the repairs or misuse. Renter agrees not to dispute the cause of any damage to the facilities, or the time in which such damage occurred. Any security deposit refund will be applied toward fines, outstanding maintenance assessments in arrears (more than one month) or late fees.

Parties cancelled more than 2 weeks (14 days) prior to the scheduled rental date will receive a full refund. If renter cancels said party within 2 weeks (14 days) of the rental date, renter will be subject to a \$100.00 cancellation charge deduction from the security deposit.

Renters must be in good standing with the Association. Anyone in violation of Association rules and/or owing money to the Association rules and/or owing monies to the Association will not be permitted to rent the premises. The rental of any portion of the Laguna Springs Two Cabana is a privilege, not a right. Any violation of the rules and regulations or action causing potential harm or discomfort to any person will result in the immediate loss of this privilege.

Renters must be present at all times while the event is in progress.

All rules and regulations of Laguna Springs II Pool, Spa and Cabana must be strictly adhered to at all times by any resident or guest attending a function. Violators will be asked to leave. Party activities must be confined to the cabana and upper deck area, **not** the lower and pool area. **The deposit will be forfeited if the pool is used at any time.** All the events for children eighteen (18) and younger must be chaperoned by the responsible adult homeowner. \

In addition to all other remedies available to the Association in the event of violations of renter under the terms of this Contract, Association may deny any renter the exclusive use rights in the facilities in the future. Further, renter acknowledges and agrees that the security deposit described herein may be forfeited at the sole discretion of the Board of Directors of the Association in the event of any violation by renter, renter's family members, guests, agents, employees, invitees or licensees.

All additional rental equipment will be the responsibilities of the renter to provide. Laguna Springs II Maintenance Association, Inc., will not be held responsible for damage, loss or misuse due to negligence, misconduct, act or omission of renter's and/or renter's guests or invitees.

The renter agrees to indemnify and hold harmless the Continental Group, Town Foundation, Inc., the Laguna Springs II Maintenance Association, Inc., their agents and all Arvida/JMB related companies from all loss, damage, claim, demand liability, or expense by reason of any damage or injury to persons (including loss of life) or property (real or personal) which may have arisen as a result of or in connection with the use of the facility by the renter or its guests. Furthermore, renter hereby agrees to hold Association and its officers, directors, members, agents and employees (hereinafter the "Association Parties") harmless and to indemnify Association and Association Parties against any public liability and/or property damage liability which may arise or accrue directly or indirectly, by reason of the use by renter of the facilities. The Association shall not be responsible for any damage or injury, including wrongful death, that may happen to agents, employees, guests, invitees, or licensees of renter or their property, from any cause whatsoever, and renter hereby expressly releases Association and the Association Parties from and agrees to indemnify them against all claims for such loss, damage, or injury, including wrongful death, and further including any attorney's fees which Association may incur whether at the trial level or appellate levels. It is expressly understood and agreed to by the renter and Association that the renters shall further indemnify the Association and the Association parties against any and all claims for liability occasioned by the Association's negligence, whether based upon a negligent act or failure to act by Association, its officers, directors, members, agents, and/or employees. Renter hereby agrees to assume all responsibility for insurance respecting the facilities during use under this Agreement, and to assert no claim of coverage under any insurance policy of Association during the period of such use. The Association may require renter to maintain additional insurance coverage if the Association determines, in the exercise of its sole discretion, that additional insurance coverage is warranted. AT THE TIME OF EXECUTION OF THIS CONTRACT, RENTER(S) MUST PROVIDE THE ASSOCIATION WITH A COPY OF THEIR HOMEOWNER'S INSURANCE POLICY, WHICH MUST INCLUDE LIABILITY LIMITS.

Any additions and/or modifications of the Cabana Rental Contract must be stated at the time the contract signed, must be stated in writing as part of the Cabana Rental Contract, and must be initialed by all parties involved, and must appear on all copies of the contract.

Renter shall be responsible for returning premises to pre-event condition. Responsibilities include, but are not limited to: re-positioning of furniture, removal of all decorations and trash.

The Cabana includes:

1	Rattan sofa (6 cushions)	2	48" Glass Topped Tables
1	Rattan love seat (4 cushions)	2	42" Mica Dining Tables
1	Rattan large chair (2 cushions)	8	Wrought Iron Dining Chairs
1	glass-topped rattan coffee table	12	Blue upholstered stack dining chairs
2	folding tables 8 ft	1	Pioneer AM/FM tuner model TX950
2	rattan sofa tables mica topped 43X17	1	Emerson CD player model CD 165
2	wood topped wrought iron dining tables	2	Speakers
12	wrought iron dining chairs	2	Silk flower arrangements

There is no existing damage to the cabana or its furniture except as noted:

SECURITY DEPOSIT: \$300.00 (REFUNDABLE IF CABANA LEFT WITHOUT DAMAGE OR MISUSE)

USE FEE: \$100.00 (NONREFUNDABLE)

PLEASE ISSUE TWO SEPARATE CHECKS, BOTH ARE TO BE PAYABLE TO LAGUNA SPRING II MAINTENANCE ASSOCIATION.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO THIS RENTAL CONTRACT.

HOMEOWNER'S SIGNATURE

DATE

PRINT NAME _____

ADDRESS _____

TELEPHONE: (HOME) _____ (WORK) _____

DATE OF EVENT: _____ TYPE OF EVENT: _____

STARTING TIME: _____ ENDING TIME: _____

TIME REQUESTED TO SET UP: _____ APPROVAL: _____

OF PEOPLE ATTENDING: _____ WILL IT BE CATERED: _____

NAME OF CATERER: _____ WILL CATERER USE APPLIANCES: _____

(CATERER/OWNER/RENTER IS RESPONSIBLE FOR LEAVING KITCHEN AND APPLIANCES IN
CLEAN ORDER): _____

WILL MUSIC BE PROVIDED: _____ NAME OF MUSICIAN: _____

WILL ALCOHOLIC BEVERAGES BE SERVED? _____ BARTENDER: _____

(IF YES, THEN A CERTIFICATE OF INSURANCE NAMING THE ASSOCIATION AS AN ADDITIONAL
INSURED, MUST BE PROVIDED BEFORE RENTING THE CABANA). FAILURE TO DO SO WILL
VOID THIS CONTRACT.

DO YOU HAVE GENERAL LIABILITY INSURANCE: YES _____ NO _____

IF YES, PLEASE STATE YOUR INSURANCE COMPANY AND AGENT: _____

Laguna Springs Two Maintenance Association, Inc.

BY _____ DATE _____

PRINT NAME _____

TITLE _____