

WOODBIDGE HOMEOWNERS' ASSOCIATION, INC CLUBHOUSE USE LICENSE AGREEMENT

The undersigned ("user") requests the Woodbridge Lakes Homeowners' Association, Inc. ("Association") to approve a license for the limited use of the Woodbridge Lakes Clubhouse ("Clubhouse"), and the user agrees as follows:

1. **GENERAL** The Woodbridge Lakes Clubhouse is a common area facility owned by the Association and is located in the center of the Woodbridge Lakes community. Clubhouse use impacts the residents: thus, a User may use the facility as a licensee only with due care and respect for the other Woodbridge Lakes unit owners and residents.
2. **Intent** This Agreement and rules for Clubhouse use help ensure that Clubhouse use does not infringe upon other Owners' rights, that the use is not a disturbance to residents and that the facility is preserved for future use without becoming an economic burden upon other Owners.
3. **Reservations** The clubhouse may be reserved only by unit owners who have not rented their units and by approved unit tenants. Reservations are granted on a first come, first serve basis, except that priority shall be provided first to Association events and meetings and then second to events that are open to the entire WBL community. A reservation must be made at least 2 weeks in advance. A reservation is not effective until and unless a confirmation is received from management company.
4. **Application** A request to reserve the Clubhouse is not complete until the information below is fully completed and this Agreement is returned to the Association with a non-refundable usage fee of \$100.00 and a security deposit of \$250. Both checks should be made payable to Woodbridge Lakes Homeowners Association. Gallup Accounting will deposit both checks.
5. **Area** No area outside of the clubhouse walls may be reserved. For example, while use of the swimming pool is permitted under the Users supervision, the swimming pool is not limited to exclusive use of the User or guests.
6. **Time** No reservation is valid for a time earlier than 9:00 a.m. or later than 10:00 p.m. Pool may be used only until the pool closes at dusk. The clubhouse is rented for 6 hours (i.e., 1-hour set up, 4-hour party, 1-hour cleanup).
7. **Cleaning** The user must leave the clubhouse, including the kitchen, restrooms and grounds in a clean and orderly fashion, no less clean than upon receipt. All trash must be removed and properly disposed of. If possible, it would be appreciated if taken

back to the personal unit. If the facilities are not properly cleaned and organized, The association will deduct a minimum charge of \$50 from the security deposit. Any damage to furniture, appliances, the building, or otherwise, will be further deducted from the security deposit. If the security deposit is not sufficient, the user shall be personally responsible for the damage.

8. **Key** Clubhouse will be opened at the requested time, and someone will come to inspect and close up.
9. **Parking and Vehicles** The user and clubhouse guests who are WBL residents must park their vehicles in their garages or driveways. No vehicle may be driven onto walkway or grass areas, including but not limited to the clubhouse. This includes for the purpose of "just dropping something off." Non-resident guests must park their vehicles on the street, not obstructing driveways. All four tires must be on the road pavement. Users must warn guests before attending that failure to park correctly will result in towing. Users are responsible for any damage to turf caused by improper parking. It is Users responsibility to notify guests of WBL parking and vehicle restrictions, including the type of vehicle restrictions and enforcing restrictions.
10. **Occupancy** To comply with fire codes and for general safety concerns, the clubhouse occupancy shall not exceed 48 persons. The user shall ensure that there is sufficient responsible adult supervision appropriate for the size of the event. If supervision is not sufficient, the user is responsible for escorting guests out of WBL, not just the clubhouse area. Excess occupancy is a cause for immediate cancelation of the event. If Sheriff's office attends an event because of unruly or illegal behavior, then the event must be canceled immediately, and the security deposit is forfeited.
11. **Security Deposit** The Association will make a reasonable effort but is under no obligation to inspect the clubhouse within 24 hours and refund the security deposit within 2 weeks.
12. **Pre-Conditions** For a reservation to be considered, the user must complete included form, the User's unit assessments must be paid in full, and all other financial obligations to the Association must be paid in full.
13. **Cancelations** A User must cancel a reservation no less than five days before an event. Failure to timely cancel will result in the suspension of reservation rights for six months. A second untimely cancellation within a year will result in a suspension of use rights for one year.
14. **Use** User must be in compliance with all laws, rules, regulations, and ordinances as well as the Association's use restrictions and rules. Failure to do so will require that the event be canceled and terminated immediately. The Association is entitled and reserves the right to amend and enforce additional rules or regulations as situations

arise and are deemed appropriate by the Association to maintain the safety of guests, tenants and owners and to preserve the facility. The user, and if a tenant, then also the Owner is responsible for the conduct of all those attending the event, whether invited or otherwise, and whether there is damage to the clubhouse or otherwise.

15. **Pool** If those attending the event utilize the pool area, then the User shall be a responsible adult present at the pool at all times, whether or not attendees actually use the pool. There is no lifeguard; thus, those who use the pool area do so at their own risk and at the risk of the Requesting User.
16. **Attire** Appropriate attire is required. Wet bathing suits and other wet clothing are not permitted in the clubhouse. Foot protection is required at all times.
17. **Smoking** Smoking is NOT permitted in the clubhouse.
18. **Pets** Pets are NOT permitted in the clubhouse or pool area except for those service animals as required by law.
19. **Indemnity** The user indemnifies and holds harmless the Association and the Association's officers, directors, agents contractors, members, and employees against any and all claims. The term "claims" in this provision includes but is not limited to lawsuits, arbitrations, mediations, bankruptcy, appeals, and any other type of actions, whether seeking damages or other relief, whether arising from or relating to or in any way connected with this agreement, User's use, any matters, events, acts or omissions relating thereto or by relating to matters concerned or relating to any of the Requesting owners/tenants, employees, servants, agents, men, sub-contractors and sub-sub-contractors. This indemnity and hold harmless includes the Association's attorney's fees and costs incurred enforcing this provision.
20. **Dispute** In case of a dispute, the dispute shall be heard in a court of applicable jurisdiction of Palm Beach County. The prevailing party shall be entitled to their attorney's fees and costs incurred enforcing this provision.
21. **Termination** Any violation of the Agreement and its terms shall immediately and without notice or action by the Association, terminate this Agreement except that paragraphs 19 and 20 shall survive termination.
22. **Closing** At the end of the event, a reserving resident/tenant must:
 - a. Turn off all appliances.
 - a. Return the air conditioner setting to "Cool," "auto," and 84 degrees.
 - b. Close & lock all windows and sliding glass doors
 - c. Lock the door if necessary

Failure to undertake each will result in liquidated damages in the Association's favor or \$100 for costs which cannot be calculated in advance, plus any actual damages.

FOR SAFETY REASONS, CLUBHOUSE FRONT DOOR MUST REMAN UNLOCKED WHENEVER THE CLUBHOUSE IS OCCUPIED.

PERSONAL CERTIFICATION AND INDEMNIFICATION:

I CERTIFY THAT MY UNIT'S ASSESSMENTS AND FINANCIAL OBLIGATIONS TO THE ASSOCIATION ARE IN GOOD STATUS, NOT DELNQUENT AND THAT I WILL FOLLOW ALL OF THE ABOVE RULES AND REGULATIONS.

User's Signature: _____

User's Printed Name: _____

Unit Owner Name (if not User): _____

User's Address: _____

User's Telephone Numbers: (Home): _____

(Cell) _____

Date of Event: _____

Time of Event: _____ to _____

Title/Name of Event: _____

Max # of Attendees: _____