

# Tapestry Park Owner's Association, Inc.

## Brunswick Hall Rental Agreement - Clubhouse & Pool

If you wish to reserve the clubhouse:

- 1.) Check the calendar of the Clubhouse for availability: <http://tapestryparkhoa.com/news-events>
- 2.) Complete and submit the form at the bottom of the web page to request a reservation.
- 3.) Cost:

### **RESIDENTS: Exclusive Event Dates: (Day after Labor Day to Day before Memorial Day)**

- Non-Exclusive Event: CLUBHOUSE & POOL (4 hours) \$0 + \$100 Refundable Deposit
- Exclusive Event: CLUBHOUSE ONLY (4 hours) \$0 + \$100 Refundable Deposit
- Exclusive Event: CLUBHOUSE & POOL (4 hours) \$150 + \$100 R-Deposit (1 x per yr. only)
- Wedding/Reception/Dinner: CLUBHOUSE & POOL (All Day) \$550 + \$100 Refundable Deposit

### **NON-RESIDENTS: Exclusive Event Dates: (Day after Labor Day to Day before Memorial Day)**

- Exclusive Event: CLUBHOUSE ONLY (4 hours) \$350 + \$250 Refundable Deposit
- Exclusive Event: CLUBHOUSE & POOL (4 hours) \$550 + \$250 Refundable Deposit
- Wedding/Reception/Dinner: CLUBHOUSE & POOL (All Day) \$2500 + \$250 Refundable Deposit

Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

Activity Type \_\_\_\_\_ Activity Date \_\_\_\_\_

Activity Starts \_\_\_\_\_ A.M. / P.M. Activity Ends \_\_\_\_\_ A.M./ P.M.

Number of Guests \_\_\_\_\_ \*Contracting Vendors: (Yes) (No)

If yes, then list who and phone #: \_\_\_\_\_

## **RENTAL REGULATIONS:**

- Reservations can be made up to one (1) year in advance.
- The rental fee and deposit are required in advance of event date.
- Reservations are granted on a first come, first serve basis.
- We reserve the right to deny any reservation request.
- All checks and money order must be made payable to Tapestry Park Owner's Association, Inc.
- No cash accepted.
- Homeowners must be current on HOA dues with no outstanding fines to reserve amenities.
- A fee of \$50 will be charged on all returned checks.
- A \$100 replacement fee will be charged for lost Key Fob.
- NO alcohol can be SOLD at any event.
- All attendees must abide by the posted Clubhouse and Pool Rules.
- Failure to abide to these terms will result in forfeiture of deposit and possible legal action.
- Payments do not require an advance reservation.

**Deposit Requirement:** A \$250 refundable deposit is required in advance for Non-Residents and a \$100 refundable deposit from Residents. Inspections are performed within 24 hours after the end of each event and if satisfactory, the deposit in its entirety will be refunded. *The deposit will not be refunded if the premises are left unclean, damaged, decorations left or if cancelling the reservation is not cancelled at least 14 days prior to the reserved date.*

## **Cancellation:**

Cancellation must be received from Renter at least 14 days prior to reserved date to receive refund of deposits paid. The Association reserves the right to cancel this Rental Agreement without notice in the event a hurricane watch or warning, or when other acts of God or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall return the Renter's fee and deposit in full and shall not be held responsible for any costs, expenses or damages that may be incurred by the Renters, or their guests, in connection with the canceled event.

## **Janitorial:**

A checklist of cleaning necessary after your event is posted in the kitchen. No food, beverages, decorations or trash may be left in the Clubhouse or Pool areas. Renter is responsible for full clean-up including removal of all decorations, balloons, floors, kitchen area, BBQ grills, etc. All furniture must be returned to the original configuration. Renter must leave the Clubhouse and Pool area clean and ready for the next use. The Renter can hire a cleaning service and provide vendor information at time of reservation.

## **Insurance:**

The Renter hereby agrees to hold Tapestry Park Homeowners Association and its residents harmless and to assume all responsibility for injury and to assert no claim of coverage under an insurance policy of the Association in connection with the use of the Brunswick Hall amenities.

## **Release and Indemnification:**

Renter hereby agrees to indemnify and hold harmless the Association and its officers, directors, agents and employees from any and all losses, claims, damages, actions and liabilities, including, without limitation, claims for property damage, personal injury or death, arising from or connected with Renter's use of the Clubhouse or any other Association property or Renter's violation of any Covenant, Rules or Applicable Law, Code or Ordinance with respect to the use of the Clubhouse (including attorneys' fees at the trial and appellate levels) WHETHER CAUSE BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR

AGENTS OR OTHERWISE, and Renter hereby waives any claims covered by the foregoing indemnity, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE. Renter's agreement to indemnify and hold harmless the aforesaid parties shall include attorney's fees and costs actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken there from. Without limiting the generality of the foregoing, Renter acknowledges and agrees that neither the Association nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of the Clubhouse. THE USE OF THE CLUBHOUSE IS AT RENTER'S SOLE RISK AT ALL TIMES.

**Miscellaneous:** In connection with any litigation including appellate proceedings arising out of this Lease Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Lease Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Lease Agreement shall be brought only in a court of competent jurisdiction in Bay County, Florida. Neither party to this Lease Agreement shall assign the Lease Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of anyone or more provisions of this Lease Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in anyone or more instances, upon the performance of any of the terms, covenants or conditions of this Lease Agreement, or to exercise any right herein shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. No change or modification of this Lease Agreement shall be valid unless in writing and signed by all parties hereto. In construing this Lease Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other an all genders. This Lease Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

By executing this Lease Agreement, Renter is acknowledging that they have read and understand the rules and regulations of the Tapestry Park Owners Association, Inc., as outlined herein, posted or otherwise and that guests will comply with said rules, regulations, and contractual terms as outlined above. It is understood that no other agreement, written or verbal, will be valid.

Signed and agreed to:

**Renter(s):** \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

**Association Representative:** \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

## **Rules for Brunswick Hall Amenities**

**Please extend common courtesy to your neighbors.**

- AMENITIES are for the use of Tapestry Park Owner's families and their guests only.
- GUEST must be accompanied by an owner who is responsible for guest behavior and/or damages.
- CHILDREN under 14 must be accompanied by an adult.
- SMOKING is not permitted in the Hall or Pool areas.
- PETS are not permitted in the Hall, Pool area, Tennis or Basketball Courts.
- NO GLASS is allowed in the pool area at any time.
- ALWAYS clean up, take all decorations and personal items out of the hall at the end of your event.

**Hours of Enjoyment: 6 AM – 11 PM Sunday-Thursday / 6 AM to 12 AM Friday-Saturday**

- No outside music is permitted after 10 PM. Audio content must be appropriate for all ages.
- All Brunswick Hall occupants must be dry and fully dressed.
- Swimming attire is allowed in restrooms only. Dry off before entering. Keep restrooms neat.
- Furniture may not be removed from the premises and no personal furniture is permitted.
- Folding tables and chairs may not be removed from the Hall unless checked out with Property Management for a Tapestry Park community event.
- Books may be borrowed from the library and must be returned or replaced with a book of like kind within two weeks. Books that are part of a set may not be removed from the premises.
- Games from the library may not be removed from the premises. You can donate games!
- No climbing on/over fences at pool, tennis or basketball courts.
- No skating & boarding or bicycling on tennis or basketball courts.

**Secure Doors and Property: Exit through "key fob" doors only**

- Owners and Renters shall leave premises clean and in order per the posted instructions.
- Trash must be placed in the proper receptacles. Used diapers must be removed from the premises.
- Take all belongings with you when you leave. No personal storage is permitted.
- Facilities may be closed at times for private functions. Refer to calendar at [www.TapestryParkHOA.com](http://www.TapestryParkHOA.com).
- Amenity use is at your own risk. Be careful and watch children around water at all times.

**Use of the amenities is a privilege.**

**Violation of the rules means possible use restrictions and/or a fine.**

**Complete Covenants and Restrictions can be found at**

**[www.TapestryParkHOA.com](http://www.TapestryParkHOA.com)**

**Premises managed by:**

**GulfView Properties,**

**7902 Thomas Drive, Panama City Beach FL 32408, (850)236-0345**

**Please report any violations or damages immediately!**