

Anchorage Homeowners' Association, Inc.

1025 Anchorage Lane Palm Harbor, Florida 34685

Application for Use of Clubhouse

Private Function

Date Requested: _____ **Time of Event:** _____

Name and Address of Residence: _____

Phone Number: _____ **Function Planned:** _____

Two (2) checks must accompany this application, one for \$100 one for \$200 (Refundable), if no damage is incurred. Make check payable to Anchorage Homeowners' Association, Inc.

The resident agrees to the attached Clubhouse Rental Agreement.

Signature of Residence: _____ **Date:** _____

Signature of Clubhouse Director: _____

Anchorage Homeowners' Association, Inc.

1025 Anchorage Lane Palm Harbor, Florida 34685

Clubhouse Rental Agreement

The Anchorage Clubhouse is available for rental by current residents of Anchorage Homeowners' Association, Inc. Reservation can be made by contacting The Clubhouse Manager. Reservations are on a first-come, first-serve basis. Clubhouse rental shall include a money order/check (payable to the Anchorage Homeowners' Association) for the fee of \$100 and a separate money order/check for the deposit of \$200 (refundable) both due at the time of reservation. Any additional charges/fees due after the end of the rental period from damages, cleaning, etc. will be due immediately and must be paid by money order/check.

The Anchorage Homeowners' Association reserves the right to cancel a reservation in the event the Clubhouse suffers damages or other reasons that cannot be corrected prior to the reservation date scheduled. Such a cancellation by the Anchorage Homeowners' Association will result in a full refund of both use fee and deposit to the homeowners.

Date of Use: _____ Hours(s) of use: _____ Type of event: _____

Current Resident agrees to:

- The Clubhouse is under 24 hours surveillance.
- The clubhouse is to be used by current resident and their invited guests only.
- The owner executing this Agreement must be present at the Function for which they reserved the Clubhouse.
- Maximum Capacity two-hundred (200) people at the event.
- Be considerate of residents at all times.
- No live bands or DJ's are permitted in the common areas. Limit bands and DJs noise/music levels so they comply with state and local laws and do not disturb residents.
- No smoking inside clubhouse or on the premises.
- No firearms are permitted on the premises.
- Owner acknowledge and agree that the pool is off limits and pool area cannot be reserved for exclusive use.
- Notify the Clubhouse Manager of any problems encountered and any damages to Clubhouse and/or grounds during use.
- Current Resident shall keep and maintain the Clubhouse in an orderly condition, and shall not decorate the Clubhouse without the proper consent of the Clubhouse Manager.
- Open flame candles are not permitted.
- Clean the Clubhouse and surroundings grounds immediately following the event. The Renting Party is responsible cleanup of the facilities and for any damages. Insure the Clubhouse is locked as you leave. The Renting Party will be charged the costs of any necessary cleanup and for any and all repairs. No deposit will be returned until the premises are cleaned as required and the premises are inspected by the Clubhouse Manager.
- No animals, with the exceptions of registered service animals are permitted in the clubhouse or anywhere on premises. The Association reserves the right to inspect any service animal certification. Emotional support animals are not permitted
- Current Resident must sign the attached Waiver and Release Consumption on Premises Form.

Signature of Resident: _____ Date: _____

Signature of Clubhouse Manager _____

Anchorage Homeowner's Association, Inc.

1025 Anchorage Lane Palm Harbor, Florida 34685

WAIVER AND RELEASE CONSUMPTION ON PREMISES

This Waiver and Release is effective by and between Anchorage Homeowners Association, Inc., hereinafter "Association", and _____ (print name), hereinafter "User", in order to effectively waive and release all claims as detailed below:

A. WHEREAS, the undersigned User is an Owner and/or Occupant of a Lot with in the Anchorage Homeowners Association, and

B. WHEREAS, the undersigned User is fully aware and otherwise apprised of the dangers related to the service and consumption of alcoholic beverages, and

C. WHEREAS, the undersigned User is not under duress and the User has freely agreed to accept liability and responsibility as a result of service and consumption of alcoholic beverages on or about the premises of the Anchorage Homeowner's Association, Inc. clubhouse in connection with User's use of the same, and

D. WHEREAS, the undersigned User understands the Association does not assume any liability for damages, medical, health, property, subrogation, or disability payments resulting from User's use of the Association clubhouse. NOW, THEREFORE, the User hereby waives and releases the Association as follows: THE UNDERSIGNED User by execution below does hereby remise, release, and forever discharge Association, its agents, servants, employees, officers, insurers, members, shareholders, managers, successors, assigns, and each and every one of them, from all claims, all causes of action, defenses and demands, including all those for known and unknown, anticipated and unanticipated damages, interest, causes of action, appraisal awards, suits of law or in equity, including, but not limited to claims whether based upon contract, tort, statute, loss of rent, personal injury, wrongful death, duties to repair, duties to replace, or other legal equitable theory of recovery whether known or unknown, which have been raised or could have been asserted in connection with or rising from or relating to the allegations, arising or growing out of, directly, or indirectly, from the dispute over the damage and repairs resulting from the User's use of the Association Common elements. The undersigned User expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Florida and in favor of the Association where at all possible.

THE UNDERSIGNED User agrees that in the event that any clause or provision of the Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable. The undersigned have had the opportunity to review the terms of this Waiver and Release with counsel of their own choose questions concerning the language and effect there of answered to their satisfaction. THE UNDERSIGNED User agrees to defend, protect, indemnify and hold harmless Association from any and every claim or demand, loss and expense of every kind, including attorneys' fees, which may ever be asserted by him, on his account, or by anyone else, arising out of any damages, personal liability, loss of life, personal injury, or property damages sustained by User, their guests, invitees, User's heirs, executors, survivors, beneficiaries, administrators, successors, assigns, and beneficiaries, and User's guests and invitees' heirs, executors, survivors, beneficiaries, administrators, successors, assigns, and beneficiaries as set forth above in connection with the Use of the Clubhouse of the Association and Association shall be entitled to plead this obligation and this Waiver and Release in defense of any such claim. The understand User hereby represents and declares that in regard to the above-mentioned claim, demand, loss or expense of every kind, User has or will satisfy any and all liens and subrogation interests which may arise; and User agrees to defend, hold harmless and indemnify Association for any claims, demands, assignments, liens or subrogation interests and any

liens arising out of the legal representation, lawsuit, damages, or liability imparted by User's use of the Association Common Elements.

IN WITNESS WHERE OF, User has executed this Waiver and Release as indicated below:

USER

By: _____
Signature

By: _____
Print Name

Date: _____

WITNESS

By: _____
Signature

By: _____
Print Name

July 2021

Tel 727 785-2763

Email Board@anchorage-hoa.com