

POINTE ALEXIS HOMEOWNER ASSOCIATION
PRIVATE EVENT AGREEMENT

PLEASE READ FULLY & INITIAL EACH PAGE



1. Residents of Pointe Alexis Homeowners Association (A.K.A. PAHA) may reserve the Clubhouse for family private events. Reservations for private events will be strictly on a first come, first serve basis.
 - Reservations may not be made more than 3 months in advance. If special consideration is required due to long term planning, as an example a wedding, request must be approved by the Board of Directors.
 - All major holidays are excluded from private event reservations.
 - Only the Clubhouse main area may be reserved. This area will be closed to other residents during the event. Other clubhouse resources such as fitness room, billiard room, business center, pool, spa and courtyard area (hereinafter referred to as Amenities) remain open for usage by other residents. Kitchen and Ping-Pong deck are available.
 - The billiard room is no longer available for staging activities or catering for private events.

POOL, FITNESS ROOM, BILLIARD ROOM AND OTHER AMENITIES ARE **NOT** TO BE USED BY THE GUESTS OF THE EVENT.

- No more than 2 private events may be held per applicant during each calendar month.
- Resident reserving Clubhouse must be a PAHA resident in good standing. "Good standing" is defined as current in all of its obligations to PAHA.
- Maximum number of guests for a private event is 85.
- The clubhouse and amenities are designated NO SMOKING areas.

2. Resident (hereinafter referred to as Resident-Host) must sign and return a Private event agreement, Part 2, in advance of the private event, and shall unconditionally comply with all the terms herein.

3. **The clubhouse cannot be reserved for commercial purposes.** No fund raising events (other than those sponsored or sanctioned by PAHA), merchandising parties, company parties, professional workshops or group training or seminars or mixers, business or professional meetings and other business events. A Resident-Host may invite co-workers, business associates and professionals provided that the event is solely for social purposes, without solicitations or advancement of commercial purposes.

Resident-Host Initials _____

4. A Resident-Host who reserves the Clubhouse for a private event must be present as the host of that event.

- The facility may not be used for private events hosted by non-resident, even if the agreement is signed by a Resident-Host. All applicable security deposits will be unconditionally forfeited and resident's clubhouse privileges may be irreversibly revoked.

5. Private events are limited to five (5) hours in length, no including set-up and clean-up. Any decoration, equipment rentals, furniture or equipment may be set up no earlier than the actual date of the event. Removal of all decorations, rental equipment, personal equipment, etc. must take place no later than 12:00 noon the day following the event.

- The host of the event will be provided a key to the trash dumpster for depositing of all trash from the event — unless it is removed by the host and taken off the premises.

NOTE: All trash must be removed the same day as the event.

6. No sound producing equipment, including, but not limited to stereo music, disc jockeys, and live bands is permitted beyond 10:00 PM, nor will it be permitted at any time if it creates excessive disturbance to neighboring homes.

7. Clubhouse furnishing shall not be removed from the facility.

8. Commercial vehicles such as but not limited to caterers, delivery, photography, and rentals CANNOT be parked in front of the Clubhouse for other than delivering or collecting their respective products.

9. PAHA, at its sole discretion may request an invitation list from the Resident-Host no less than 48 hours in advance of the event. Only those guests on the invitation list will be admitted into the community.

10. All private events must conclude by 10:30 pm; NO EXCEPTIONS. Clubhouse officially closes at 10:30 pm at which time the area security system is automatically activated. Resident-Host is fully responsible and accountable for all activities beyond the 10:30 pm closure. In this case Resident-Host:

- Will be subject to Tarpon Springs Police scrutiny and intervention.
- May be at risk of trespassing charges in accordance to posted signage and Clubhouse usage guidelines.
- May incur a false alarm charge in the amount of \$250.00.
- Resident-Host may have its clubhouse privileges revoked.

Resident-Host Initials _____

35Resident-Host Responsibilities

Resident-Host Shall be held fully responsible for:

- A.** The conduct and actions of his/her guests and its contractors while they are anywhere within the PAHA community.
 - B.** Any and all property damages caused by its guests and its contractors at full replacement or reconstruction value.
 - C.** Any and all cleaning expenses in and around the facility as a consequence of the event, such as but not limited to bathrooms, amenities, corridors, side-walks, and decks.
 - D.** Post event clean-up (vacuuming, mopping, cleaning of appliances, furnishings, etc.) and disposal of decorations, food, trash and other debris regardless of size. Facility must be returned to the same state and condition as prior to the event. NOTE: All trash must be removed the same day as the event.
 - E.** All claims and damages arising out of any functions held, and agree to hold harmless and indemnify PAHA from all such claims and damages.
- Shall be responsible for returning the Clubhouse's furnishing to their original configuration.
 - Communicating to all guests that there is limited parking available on the property. Event guests and/or contractors who park anywhere on grass and/or reserved spaces assigned to other PAHA residents are subject to have their vehicles towed at their expense.
 - Shall assume full responsibility for all claims and damages arising out of any functions held, and agree to hold harmless and indemnify PAHA from all such claims and damages.

Resident-Host Initials _____

Part 1: Requirements

The Private Event Agreement is considered to be a Resident-Host commitment when submitted to PAHA as follows:

A. To reserve event date and time:

- Resident-Host must submit to PAHA a completed Private Event Agreement, along with two checks in the amount of \$200.00 and \$450.00 payable to Pointe Alexis HOA, Inc., which includes a \$200 non-refundable facility usage fee and a \$450 damage/cleaning deposit conditionally refundable to the Resident-Host before a reservation can be officially scheduled.
- Failure to comply with the requirement may jeopardize the availability of the selected event date.

B. After the event:

2. A PAHA representative at its sole discretion will determine if the cleaning performed by the Resident-Host after the event is acceptable, or if additional cleaning is needed, or if an external cleaning service is required. This determination will be made as soon after the party as possible, which may be the next business day.
 3. If no damages or extra cleaning requirements are observed, the damage deposit will be refunded to the Resident-Host.
 4. Resident-Host is responsible for payment of any and all post-event cleaning or damage expenses, including carpet and upholstery stains that may be incurred by PAHA. Resident-Host will be duly notified, and PAHA will contract services as may be required. Resident-Host will be provided copies of repairs or cleaning expenses.
- Expenses will be deducted from applicable deposits, and the balance of the deposits, if any, will be refunded to Resident-Host.
 - Should post event cleaning or damage costs exceed the applicable deposits, Resident-Host will be informed of the overage and be required to promptly and fully pay the additional costs to PAHA. PAHA will pursue all means available to collect excess costs that are not paid within 30 days. Such additional expenses will be recorded as a Resident-Host delinquent account subject to all applicable fees, penalties and recourse.

Resident-Host Initials _____

Pointe Alexis Homeowners Association

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Part 2: PLEASE COMPLETE AND RETURN THE FORM TO PAHA.

Resident-Host _____ Date _____

Address: _____

Telephone _____ Email: _____

Purpose of event: _____

Date of the event: _____ Start time: _____ End Time: _____ # of guests _____

If you intend to use the services of a caterer, entertainer, band, rental company or other services, please provide name and phone number for each.

- A. _____
- B. _____
- C. _____
- D. _____

- \$200 Check Number:
•
- \$450 Check Number:
•
- Date received by PAHA _____ By _____
-
- Date and amount refunded to Resident-Host _____ Amount: \$ _____

By signing below, the Resident-Host for the event acknowledges that he/she has read, understands, and agrees to comply with all Pointe Alexis Homeowners Association rules and regulations, plus all provisions of the Agreement.

Signature Resident-Host _____ Date _____

Signature Resident-Host _____ Date _____