

**MISSION SAN MIGUEL COMMUNITY CENTER
1230 Archangel Way, Tallahassee, FL 32317**

EXCLUSIVE EVENT APPLICATION

This application (if approved, "Agreement"), is made and entered into by and between the San Miguel Homeowners' Association of Tallahassee, Inc. (the "MSM HOA"), and the undersigned Owner.

STATEMENT OF PURPOSE

Owner desires to reserve the Mission San Miguel Community Center clubhouse (the "Clubhouse") for an Exclusive Event.

STATEMENT OF AGREEMENT

1. **Owner Qualifications.** Owner must be at least 21 years of age, own property in Mission San Miguel, and be current in his/her/its payment of annual dues to the MSM HOA. Owner **MUST** be present at the event. Owner is responsible for guests and their conduct, as well as adherence to the requirements set forth in this rental agreement. Owner **MAY NOT** rent on behalf of anyone else.

2. **Fee Requirement.** Upon submittal of this application, Owner shall provide a check for **\$100** for an Exclusive Event at the Clubhouse which shall be paid to San Miguel Homeowners' Association of Tallahassee, Inc. This check will be deposited soon after approval of this application, at which time this application shall automatically convert into an Agreement with the MSM HOA. After the event, provided there are no damages and the requirements in **Exhibit "A"** have been satisfied, **\$50** of this fee shall be returned to the Owner. The remaining **\$50** shall be used to defray the costs associated with professional cleaning services, and the provision of paper supplies, garbage bags, cleaning supplies, etc.

3. **Use of Facilities.** In addition to regular rentals, camps including, but not limited to summer camps, athletic camps, swimming camps, etc., may be permitted on HOA common areas and in the Clubhouse. If the Clubhouse is utilized for/during the camp, the fee is **\$100 for 1-5 days of use** and a **non-refundable \$50 cleaning fee (\$150 total)**. If the Clubhouse is not utilized for the camp, no fee is required.

IMPORTANT NOTE: If a third-party vendor/instructor is paid a fee for his/her services related to the camp, and/or the organizer charges individuals a fee to participate, a **\$1 Million Liability Insurance Policy** to cover all participants for the duration of the camp is required. A Certificate of Liability Insurance for the camp must be submitted along with this Event Application (and Clubhouse rental fee, if appropriate). If no monies are paid/collected for the camp, Liability Insurance is not required.

4. **Event.** Owner shall use the Clubhouse for the following Exclusive Event: _____

5. **Date and Time.** The Exclusive Event will occur on _____
_____ from _____ until _____.

Is this a camp? ____ Yes ____ No

- Will a third-party vendor or instructor receive payment for their services? ____ Yes ____ No
- Will individuals be required to pay a fee to participate? ____ Yes ____ No

Note: If either of the above questions are marked “YES”, a \$1 Million Liability Insurance Policy must be obtained for the camp. The “Certificate of Liability Insurance” must accompany this application before the camp may commence.

6. **Guests.** The number of guests shall not exceed 75. The Owner will be responsible for the conduct of guests and vendors and will be held liable for damages caused by Owner and/or Owner’s Guests or vendors.
7. **Cleaning.** The Owner is responsible for performing the cleaning activities described in **Exhibit “A”**.
8. **Vendors.** The Owner may contract with a caterer, bartender, or other vendors or consultants for the Exclusive Event. All costs associated with vendors are the responsibility of the Owner.
9. **Limitations on Use.** The Owner’s use is subject to the following limitations:
- a. This Agreement is for the Community Center/Clubhouse and does not include exclusive use of the pool and outside patio area.
 - b. No furniture or MSM HOA property shall be removed from the Community Center or the Clubhouse.
 - c. Members of the Board of Directors or their agents reserve the right to enter the Clubhouse at any time.
 - d. The Owner hereby agrees to pay MSM HOA for any damages caused by the Owner, or the Owner’s guests or vendors. If the Community Center or the Clubhouse, including but not limited to furnishings, finishes, equipment, plumbing/electrical/HVAC and landscaping, as well as the surrounding area or any property of MSM HOA, are damaged by the Owner, the Owner’s guests or vendors, the Owner agrees to pay to MSM HOA any additional expenses associated with such damage.
 - e. No bounce houses, slides or other inflatable equipment may be used at the Community Center/Clubhouse, or Pool (or any other HOA common area).
10. **Hold Harmless.** The Owner will indemnify and hold MSM HOA harmless against and from any and all claims arising from the Owner’s use of the Community Center or Clubhouse for the Exclusive Event or from any activity, work, or other thing done, permitted or suffered by the Owner in or about the Community Center or the Clubhouse, and shall further indemnify and hold harmless MSM HOA against and from any and all claims arising from any breach or default in the

performance of any obligation on the Owner's part to be performed under the terms of this Agreement or arising from any act or negligence of the Owner or any guest of the Owner and from all and against all costs, attorney's fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, action proceeding brought against MSM HOA by reason of any such claim, the Owner upon notice from MSM HOA shall defend the same at the Owner's expense by counsel reasonably satisfactory to MSM HOA.

The Owner as a material part of the consideration to MSM HOA hereby assumes all risk of damage to property or injury to persons, in, upon or about the Community Center or the Clubhouse, from any cause other than MSM's negligence, and the Owner hereby waives all claims in respect thereof against MSM HOA.

11. **Rules and Regulations.** The Owner shall faithfully observe and comply with the rules and regulations attached hereto as **Exhibit "A"** and incorporated herein by reference, the Policies Manual of the MSM HOA, as well as any other rules which may be provided by MSM HOA or its agents at any time.
12. **Security.** MSM HOA does not and shall not assume responsibility for the security of or damage to or the loss of any personal property or articles brought to the Community Center or the Clubhouse by the Owner or Owner's guests, or for any item left unattended, or for damage that occurs in any parking area.
13. **Alcohol Consumption.** Serving alcoholic beverages to minors is prohibited by Florida law, and the Owner assumes the duty to ensure observance of this law.
14. **Miscellaneous.** In case of any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither MSM HOA nor the Owner shall be required to perform any term, conditions, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, or any other cause not reasonably within the control of MSM HOA or the Owner and which by the exercise of due diligence of MSM HOA or the Owner is unable, wholly or in part to prevent or overcome.

This Agreement and attachments embody the entire Agreement and understanding of the parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understanding, oral or written, if any, relating to such subject matter.

Please make checks payable to **San Miguel Homeowners' Association of Tallahassee, Inc.**

Mail or deliver the following:

1. Completed Exclusive Event Application (all 7 pages reviewed and initialed)
2. Check for \$100 per day for a regular rental or \$150 for a camp
3. If applicable, a “Certificate of Liability Insurance”

San Miguel Homeowners’ Association of Tallahassee, Inc.
1230 Archangel Way
Tallahassee, FL 32317

Specific questions regarding scheduling or access should be directed to Ms. Lori Sobeski at lorisobeski@gmail.com.

E-mail general questions to: MSM.Neighborhood@gmail.com

OWNER (please print legibly):

Name: _____

Address: _____

Phone (s): _____

Email: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY

San Miguel Homeowners' Association of Tallahassee, Inc.

DATE/S OF EVENT _____

RENTAL FEE PAID \$ _____ CHECK # _____ DATE _____

DUES CURRENT? YES / NO CAMP? YES / NO CERTIFICATE OF INS. RECEIVED? YES / NO

RECEIVED BY _____ APPROVED? YES / NO

SIGNATURE _____

PRINTED NAME _____

_____ EVENT IS POSTED ON HOA CALENDAR GATE CODE ASSIGNED _____

_____ OWNER WAS NOTIFIED OF APPROVAL / DENIAL

DATE AND HOW NOTIFIED: _____

_____ OWNER SUBMITTED CHECKLIST AND COMMUNITY CENTER AND CLUBHOUSE WERE INSPECTED

_____ OWNER SENT REFUND AMT \$ _____ CHECK # _____ DATE _____
(n/a if rental was for a camp)

EXHIBIT "A"

San Miguel Homeowners Association of Tallahassee, Inc.

COMMUNITY CENTER RULES AND REGULATIONS

(Posted for reference on Kitchen Bulletin board)

BEFORE/DURING EVENT

1. Owner is responsible for behavior and safety of all guests.
2. Ensure that no one under 21 years of age is served alcohol; check ID if necessary.
3. No staples, tacks, nails, tape or glue shall be used on any walls. Temporary tape may be used on glass windows (only) and removed at conclusion of the event.
4. No paint, chalk, or any type marker shall be used on walls, floors or sidewalks (inside or outside).
5. Children must be supervised at all times.
6. No smoking is permitted in the Community Center (including the Clubhouse) or pool/patio area.
7. No pets are allowed in the Community Center (including the Clubhouse) or pool/patio area.
8. Wet swimwear is not allowed in the Clubhouse. Outside restrooms are available.
9. Keep all fire exits clear.
10. Exterior doors are not to be "propped open."
11. Outside pool/patio furniture shall remain outside and not brought into Clubhouse.
12. Clubhouse furniture shall remain in the Clubhouse and not brought into pool area.

POOL/PATIO RULES

1. Swim at your own risk. No lifeguards on duty.
2. Children must be supervised at all times. Their safety is the parent/guardian's responsibility.
3. Swim diapers must be worn at all times by children who are not 100% toilet trained.
4. No glass containers.
5. No alcohol.
6. No smoking.
7. No running or horseplay.
8. No diving.
9. Trash and recycled items should be placed in the large Waste Pro containers (outside the fence) or taken home for disposal.
10. Patio furniture should be taken care of at all times. Umbrellas should be lowered, tables wiped off and chairs pushed back in.
11. The pool is for the exclusive use of owners and their guests. We encourage guests to accompany owners, but guests are NOT permitted to use the pool/patio if the owner is not present.
12. If you turned outside fans on, turn them off when you leave.
13. If you plan to have a party/group at the pool which will include 15 people or more, you MUST reserve the Clubhouse that day (\$100 per day).

AFTER EVENT – CLEANING REQUIREMENTS

The Community Center (and Clubhouse and Patio/Pool area if used) must be cleaned and left in good order. Please use the following Checklist:

Garbage

- Collect trash from kitchen, bathrooms, and patio. All trash must be bagged and placed in the wheeled trash bin outside kitchen area. If trash bin is full, please take a bag home with you.

Main Area

- Return furniture to standard arrangement.
- All tape and decorations must be completely removed.
- Wipe down all tables.
- Spot sweep and spot mop floors as needed.

Kitchen and Bathrooms

- Empty refrigerator and wipe down any spills/crumbs. Do not leave anything in the refrigerator or freezer (including bottled water, drinks or ice).
- Do not change settings on the refrigerator or freezer.
- Wipe down sink and all counters.
- Clean any spills/splatters in microwave, if used.
- Spot sweep and spot mop floors as needed.
- Wipe down stove, if used.

Patio Area – if used

- Return all furniture to standard arrangement and wipe down tables.
- If outside fans were turned on, turn them off.

Closing Tasks

- Thermostat: When leaving, adjust thermostats to 80 degrees in summer, 55 degrees in winter.
- Lights: Turn off all lights and fans, including restrooms and outside ceiling fans.
- Doors: Lock all doors at the conclusion of cleaning up after the Event. **DOUBLE CHECK TO MAKE SURE ALL DOORS ARE LOCKED!**

FAILURE TO COMPLETE ALL ITEMS LISTED COULD RESULT IN FORFEITURE OF DEPOSIT.