

**AVELLINO ISLES CONDOMINIUM ASSOCIATION, INC.
CLUBHOUSE GREAT ROOM/KITCHEN RESERVATION REQUEST**

Name: _____ Date and Time of event: _____

Type of event: _____

Number of Guests: _____ Purpose of Event: _____

Name and contact for any outside vendors for sound, catering, or food and beverage:

Food and Beverage: _____

Music or Entertainment: _____

Type of Music or Entertainment: _____

Only Unit Owners may reserve. The Unit Owner must be present for the entire event referenced above (the "Event") and will be the responsible party for complying with all terms of this contract.

For use of the Great Room/Kitchen by a group of more than 20, but no more than 60, the club house **MUST BE RESERVED**, and this contract signed. If the hosting Unit Owner is planning to decorate, it must be contained only to the Great Room and Kitchen. No special effects, visual effects or pyrotechnics are permitted.

Unit Owner shall contact the Property Manager to receive approval for the reservation prior to submitting a completed application and deposits to the Property Manager.

Initial Below:

_____ Unit Owners may reserve the Great Room/Kitchen at the clubhouse for a specific date and time for a private function at least 14 days and no more than 180 days in advance of the requested date, by calling the Property Manager to clear the date. A non-re- fundable reservation fee will be required (see below for the fee that will apply to your Event). The Unit Owner understands that events open to all residents of Avellino Isles take precedence over Unit Owner's reservation. If such an event is scheduled and conflicts with Unit Owner's reservation, the Property Manager will notify the Unit Owner holding the reservation no less than 10 days prior to the scheduled Event and shall refund to Unit Owner any fees paid in connection with the reservation.

_____ I understand I am reserving the Great Room and Kitchen only. The pool area, outdoor seating, grills, card room, and exercise room are not part of this reservation and cannot be reserved for exclusive use, as residents must be able to access these areas at all times.

_____ The intended use of the clubhouse is only for private functions and events sponsored by the Avellino Isles Condominium Association and by Unit Owners for their friends, houseguests, relatives and the like. The Clubhouse is not to be used for religious, office, political, commercial, or other work-related functions.

_____ For liability insurance reasons, guests attending the Event are not permitted to use the exercise room, pool, spa, or grill facilities at any time.

_____ Any function, regardless of when it begins, must be completed not later than 10:00 p.m. of the day it begins. (This includes break down, clean up, etc.)

_____ The hosting Unit Owner must be present at all times during the Event, must be over 21

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years of age, and agrees to be responsible for the actions of all guests and invitees. The hosting Unit Owner must supply the Vineyards gatehouse with a guest list of non- residents at least one (1) week prior to the event.

_____ The hosting Unit Owner agrees that; (1) neither the hosting Unit Owner nor their guests will utilize the clubhouse or appurtenant common areas for any purpose or undertake any activity which might be considered as in violation of city, state and/or federal laws; (2) the Unit Owner will be responsible for consumption of alcoholic beverages by all attendees; and (3) Avellino Isles Condominium Association, Inc. (the "Association"), its Board of Directors and representatives assume no liability for damages to property or bodily injury. The hosting Unit Owner agrees to hold the Association harmless and indemnify it in the event of any loss occurring due to the use of alcoholic beverages in accordance with this contract. Unit Owner shall execute the attached **Waiver for Use of Alcoholic Beverages** concurrently with Unit Owner's execution of this contract.

_____ The Unit Owner hereby acknowledges and agrees that he or she understands the nature of the Event; that there are certain inherent risks and dangers associated with the Event; and that, except as expressly set forth herein, Unit Owner knowingly and voluntarily accepts and assumes responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of or occur during the Event. **Unit Owner, as a material part of the consideration to be rendered the Association under this contract, to the extent permitted by law, hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Association, its Directors, officers, members, agents, and employees (the "Releasees") from and for any liability resulting from any person injury, accident, or illness (including death) and/or property loss, however caused, which arises from or in any way relates to the use of the clubhouse or the appurtenant common areas by Unit Owner and his agents, invitees, residents, contractors, servants, and employees, except for the deliberate act of the Association or its agents or employees. The Unit Owner shall indemnify and defend the Releasees from and on account of all such liability at Unit Owner's expense by counsel reasonably satisfactory to the Association.**

_____ Particularly, but not in limitation of the foregoing paragraph, all property belonging to the Unit Owner or any user of the clubhouse that is in the clubhouse or on the appurtenant common areas shall be there at the risk of the Unit Owner or such other person only, and except for the deliberate act of the Association or its agents or employees, the Association, its members, agents, and employees shall not be liable for injury to persons or damage to or theft of or misappropriation of such property by any means whatsoever. Unit Owner shall give prompt notice to the Association in case of any injury, damage, theft, or misappropriation.

_____ If the hosting Unit Owner is using any sound, catering or food and beverage vendors for the Event, the hosting Unit Owner must supply the Property Manager with a copy of the vendor's certificate of liability insurance listing the Association as an additional insured.

_____ The hosting Unit Owner is responsible for reasonably restoring the facilities to the condition found at the beginning of the Event. The Hosting Unit Owner is directly responsible for organizing furniture to its' original position, removing all decorations, removing debris from the floor and for removing all event garbage from the clubhouse (bagged garbage shall be placed in the refuse cans located adjacent the pool entry gate). The cost to the Association for the additional cleaning will be collected from the Unit Owner at the time of the Reservation Request. The cost to the Association of any repairs will be deducted from the security deposit prior to refund to the hosting Unit Owner. Any additional funds above the required deposit needed for restoring the facilities will be levied upon the hosting Unit Owner as a special charge at the time the clubhouse is inspected. The hosting Unit Owner is responsible for providing all supplies needed for the Event,

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_____ Use of music or entertainment. All sound levels must not be heard by close living units and all sound must end no later than 10:00 pm. If you plan to have music, entertainment, or a sound system, please describe the entertainment and music that you will be using on page one.

_____ There will be no pets allowed. No Smoking anywhere inside. Please leave the door propped open only a crack for your guests to enter but not braced wide open because the Air Conditioners will not cool properly.

_____ Use of Association-owned supplies and equipment:

If the Unit Owner wishes to use supplies listed below, indicate the number needed:

6 Ft. Folding Tables: _____ Folding Chairs: _____

I understand that I will be responsible for ensuring that all inventory listed above is returned to the locked pantry area when the Event is over, and that it is in the same condition it was before use. In the event that an item is damaged or missing, I understand that I will be responsible for restoring it to good condition or for replacing any items that are missing or beyond repair. In the event the key to the locked pantry area is missing, I understand that I will incur the cost of replacing the lock in its entirety.

Owner Signature

Unit Number

Telephone Number

Date

A Non-Refundable Reservation Fee and a Refundable Security Deposit are required per event based on the number of people attending.

Additionally, the flat rate cleaning fee is required for all events.

Refundable deposits will be returned after the event and upon inspection and authorization from the Clubhouse Committee. Separate checks in the amounts indicated below should be made payable to Avellino Isles Condominium Association, Inc., and submitted to Property Management.

Non-Refundable Reservation Fee:

6 - 20 people	N/A
21 - 60 people	\$250.00

Refundable Security/Damage Deposit:

6 - 20 People:	\$ 500.00
21 - 60 People	\$ 700.00

Clubhouse Cleaning Fee:	\$250.00
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Non-Refundable Reservation Amount \$ _____ Check No. _____

Refundable Security/Damage Deposit Amount \$ _____ Check No. _____

Clubhouse Cleaning Amount \$ _____ Check No. _____

OWNER RESPONSIBILITY ACCEPTANCE:

The Owner has authority to enter into this contract on behalf of the entity owning the Avellino Isles residence. The signer of this document must be in good standing, without outstanding fines and assessments and agrees to be held responsible in full for any and all damages and losses related

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to or coming from the contracted Event in any way. The Owner also agree to secure any insurance necessary related to his/her liability exposure for the intended Event. Further in the event that the Owner is an LLC or Trust, the signatory must provide evidence that they have authority to enter into this contract on behalf of the owner of the Avellino Isles residence.

In the event of any litigation between the Unit Owner and the Association to enforce any provision of this contract, the prevailing party shall be entitled to recover its attorney's fees, costs, and expenses from the non-prevailing party.

I understand that I am ultimately responsible for any damage to the condominium property resulting from this event. I will be responsible for any cost above the amount of the security deposit. I acknowledge I have read and understand this contract in full and agree to all terms and conditions as stated above.

Owner Signature

Date

Printed Name of Owner

Address

Phone Number

Alternate Phone Number

E-mail Address

FOR OFFICE USE ONLY

Event Approved _____ Not Approved _____

Approved with the following conditions:

Clubhouse Committee Representative

Property Manager

Refundable Deposit Returned to Owner:

Property Manager

Date

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Waiver for Use of Alcoholic Beverages

I, _____, Owner of Unit _____
in Avellino Isles ("Owner"), hereby agree to accept full responsibility for the private event or activity
to be scheduled at Avellino Isles on the _____ day of _____, 20____("Event").

[Initial]

- (_____) If alcoholic beverages are served/consumed on Association property, it shall be done within the Clubhouse only. Alcohol shall be served only to those who are of legal age. The sale of alcoholic beverages is prohibited, including sale by a ticket of admission to an event at the Association or on a per drink basis or by any other similar means without the appropriate license.
- (_____) In no event shall alcoholic beverages be consumed at the Association by someone under the age of twenty-one (21).
- (_____) I assume all responsibility, risks, liabilities, and hazards incidental to the serving or presence of alcoholic beverages at my event or activity, and I hereby release and forever discharge Avellino Isles Condominium Association, Inc., and its subsidiaries, agents, managers, representatives, directors, officers, successors, assigns, and any and all other associated entities or individuals (the "Released Parties") from any and all loss, claim, injury, demand, liability, damage, action, judgment, compensation, cost, or expense of whatever nature, including, but not limited to, claims for property damage, personal injury, or death, when such injury or damage shall result from, arise out of, or be attributable in any way to the service or presence of alcoholic beverages at my Event.
- (_____) I hereby further agree to indemnify and hold harmless Avellino Isles Condominium Association, Inc., and the Released Parties from any and all property damage, personal injury, death, or other claim made by any person, firm or entity, including, but not limited to, my family members, employees, agents, servants, guests or invitees, arising out of or in any way related to the service or presence of alcoholic beverages at my Event.

Date: _____

Date: _____

Printed Name of Owner

Printed Name of Owner

Signature of Owner

Signature of Owner