



GRS Management, Inc.

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ESPLANADE PATIO HOMES ASSOCIATION, INC.
AGREEMENT FOR THE EXCLUSIVE USE OF THE PAVILION AREA/PATIO FACILITY

All residents are required to have written authorization and/or permission for gatherings on the patio with three persons or more, with or without food and/or music. Enclosed is the agreement for the exclusive use of the pavilion/patio, which includes general information regarding the facilities and requirements to reserve them. Please read the following agreement carefully and thoroughly.

Once this agreement is completed, and its requirements are met, please return it to the GRS Management, Inc. office (address located in header). Upon receipt, assuming the date of your function is available, your reservation will be booked. If you need further information, such as availability, please feel free to contact the GRS Management, Inc. office. Please select either Pavilion A or Pavilion B (by pool).

This agreement is made between Esplanade Patio Homes Association, Inc. and the following homeowner(s) who are subject to the following conditions and provisions:

Name(s) of Applicant: _____

Address of Applicant: _____

Phone Number: _____

Date & Time of Party (start & end): _____

Number of adults attending: _____ Children: _____

Type of function/ party: _____

Type of music provided (i.e. band, stereo, etc.): _____

If the applicant is a tenant, the property owner's information must be completed:

Owner's Name(s): _____

Address of Owner: _____

- I. **PERMITTED USAGE:** Only residents/owners of Esplanade Patio Homes are permitted to rent the Pavilion. Requests must be submitted at least two (2) weeks in advance. **Owners who are delinquent in any funds due to the Association are not eligible to rent the Pavilion for any function.** Renters wishing to use the facilities must arrange directly with the unit owner to make arrangements on their behalf. The Pavilion cannot be used for a profit or event planning business, as the Pavilion is for the use of the homeowners only. This is a violation of the rules and regulations.

II. **ADDRESS & HOURS:** The address for the Pavilion is **7907 NW 187 Terrace, Hialeah, FL 33015**. Use of the Pavilion cannot extend beyond 10PM.

III. **CAPACITY:** The capacity of the Pavilion, is limited to fifty (50) people. A penalty may be imposed by the Association to cover expenses incurred as a result of non-compliance with these rules.

IV. **AMENITIES:** The pavilion area, tot lot and sanitary facilities are the only areas of the recreational facilities available for use by guests and non-residents. **The pool, tennis court and racquetball courts are off limits.**

V. **FEES:**

a. **Rental payment:** There is a non-refundable cost for using the Pavilion and patio area. If there is a need to cancel the reservation, the user must cancel ten (10) calendar days before the event or forfeit the rental fee. **Cost: \$150.00**

b. **Payable to: Esplanade Patio Homes Association, Inc.**

c. **Acceptable forms of payment:** Check, money order or cashier's check (no cash)

d. **Security Deposit:** If facility damages are sustained after its use, the Association shall retain all, or a portion of, the security deposit to cover cleaning expenses and/or repairs/replacements. This will be determined during post inspection, which references the pre-use inspection. If no damages are sustained, the security deposit will be returned to the owner within ten (10) to fifteen (15) business days after the event- either mailed or picked up at the GRS Management, Inc. office. **Cost: \$150.00**

e. **Payable to: Esplanade Patio Homes Association, Inc.**

f. **Acceptable forms of payment:** Money order or cashier's check (no cash or personal checks)

g. **Other charges:** Additional monies may be requested to return the facility to its former condition prior to its use, which shall be at the discretion of the Association.

VI. **RULES:** User(s) will comply with all laws of the United States, State of Florida, all ordinances of Miami Dade County and all rules and requirements of the local police and fire departments, as well as those rules which are established in the governing documents of Esplanade Patio Homes such as the rules and regulations. Any violation of the rules and regulations of the Association, or those contained within this contract, may result in the forfeit of the security deposit and/or fees being assessed to your maintenance account. Below is a set of rules that must be followed in conjunction with renting the Pavilion. There will be NO EXCEPTIONS to any of these rules. Failure to adhere to all the rules listed may result in an infraction of fees being charged against your security deposit. Violations could be costly to the nit owner renting the facility and could affect the right to future rentals. Below is a list rules the user agrees to uphold in addition to 1) federal/state law and 2) rules in the Association's governing documents.

a. **Supervision of children:** Functions involving children less than eight (8) years of age must have adult supervision at all times during the course of the event.

b. **Use of authorities:** If it becomes necessary for authorities (i.e. police, fire rescue, etc.) to be called due to a problem of misconduct at any function, the function is to immediately cease regardless of the hour. Security or maintenance personnel, employed by the Association, shall also have the authority to shut-down the function if violations or infractions are evident, as he/she has obtained approval

from the property manager and/or a member of the Association's Board of Directors. User must comply with these authorities.

- c. **Parking:** No vehicles may be driven on the common grassy areas or on sidewalks to facilitate loading or unloading of supplies. All parking rules enforced in the community are also applicable during any function. This means parking in the recreation area parking lot only. No parking is allowed in the grassy area or on the street.

VII. INDEMNIFICATION: User hereby agrees to hold the Association harmless and to indemnify it against any public liability which may arise or accrue directly or indirectly by reason of the use by user of the facilities. The Association shall not be responsible for any damage or injury, including wrongful death, that may occur to the user or user's guests, invitees, licensees, agents, servants or employees, or property from any cause, whatsoever, during the period covered by this agreement. User hereby expressly releases the Association that the indemnitor shall further indemnify the indemnitee against any and all claims for liability occasioned by the indemnities' sole negligent, act or failure to act by the Association, its officers, directors, agents and/or employees.

VIII. FUNCTIONS INVOLVING LARGE NUMBER OF VISITORS AND GUESTS ON THE ASSOCIATION PROPERTY: Uncontrolled and unlimited use of the common areas for functions with large numbers of guests and visitors may interfere with or infringe on the rights of other owners to use the common property and other facilities of the Association. The operation and control of the Association property including the recreational area is the responsibility of the Association. All homeowners are entitled to the quiet enjoyment of the homes and reasonable use of the common property. When an owner or group of owners holds a function with a large number of visitors and guests, it is the desire of the Board to permit the function and also preserve the Community's security and the rights of the non-participating owners to use the common property without unnecessary interference and inconvenience.

IX. No owner shall hold an activity or function at the recreational area unless the Board of Directors shall first approve it. Requests are to be submitted to GRS Management, Inc., in writing, specifying the date, starting and ending times, the approximate number of guests and the nature of the event.

X. The recreation facility will be open between the hours of 8AM and 10PM. Only one (1) pavilion may be reserved at any one time per family. Parties shall run no later than 10PM.

XI. Food and beverages are restricted to pavilion areas only. Only plastic glasses, bottles, and containers will be permitted. No alcoholic beverages are allowed at the pavilion.

XII. Reservations will NOT be accepted for legal holidays. These holiday dates will be limited to community type events for the use of all Esplanade Homeowners.

XIII. Guest parking is restricted to guest parking areas only. Parking on the landscaped common property is not permitted.

XIV. No horse rides, kiddie rides, or carnival type rides are allowed. Bounce houses are allowed in the park area.

- XV.** You may not puncture any holes onto the walls or wood of the pavilion/cabana at any time or place. If so, the Association will make all repairs and deduct it from the refundable deposit given.
- XVI.** Do not leave your party trash at the pavilion or you will forfeit your deposit. You must bag all your trash and take it home to put out with your curbside pick up on Tuesday. Do not leave trash from your party at the pavilion or you will forfeit your security deposit.
- XVII.** Also, place all picnic tables back under the pavilion, if moved.
- XVIII.** You will forfeit the \$150.00 security/clean up deposit if any alcoholic beverages including beer or wine are served at your party. The Association's liability insurance coverage will not cover alcoholic beverages served in the Association's common area (park and pool).
- XIX.** Parties that use the BBQ grill must remove the charcoal ash and clean the outside of the stainless steel grill cover and grates. You will forfeit the \$150.00 security deposit if you do not do this.
- XX.** No pool parties allowed and no more than fifty (50) people per pavilion allowed.



FOR USER TO COMPLETE

User's Esplanade Patio Homes Property Address: _____

Number of guests expected: _____ (Maximum of 50)

Phone Number: _____

E-mail address: _____

Method Deposit is returned to user: _____
(picked up/provide mailing address)

I/We agree to pay all costs of residual cleaning and/or restoration or replacement of any property that may have been defaced or removed by me/us and/or my guest(s). In addition, I/we agree to observe all rules and regulations provided with this application.

Signature of Homeowner: _____

Date: _____



FOR OFFICIAL USE ONLY

Check/ Money Order # _____ Received \$ _____ (Rental Payment)

Check/ Money Order # _____ Received \$ _____ (Security Deposit)