

The Residences at Windward Passage Clubhouse Rules and Reservation Form

The Residences at Windward Passage Condominium Association

c/o Ameri-Tech Property Management, Inc.

Parkside Office Center

24701 US Hwy. 19 N., Ste 102

Clearwater, FL 33763

Phone 727-726-8000 ext. 222 Fax 727-723-1101

Written requests for events in the (OCR) are required for groups of eleven (11) or more people. A minimum of 30 business days notice must be given for reservations.

In order for (Ameri-Tech Property Management (OR) Windward Passage Condominium Association) to grant permission for reserving the Owners Club Room (OCR), all residents shall agree to the following rules and regulations.

1. **Requesting the use of the (OCR)** – All parties must reserve it in advance and have written approval by Ameri-Tech Management. Reservation requests shall be accepted on a first-come, first served basis subject to a “resident in good standing”. A “resident in good standing” is one whose condominium payment is not delinquent. A “resident in good standing” also includes those renters who are not delinquent in any payment as relates to their specific lease, or who is renting a unit for which the Unit Owner is now delinquent. “Good standing” also means that the Owner/Resident is not in violation of any of the condominium documents or the Rules and Regulations or has previously used the OCR with unsatisfactory results.
2. **If you are a tenant** – You must have your landlord’s written permission to reserve the (OCR). Owner will ultimately be responsible for use fees and damages in the event that tenant checks do not clear the bank or damages are more than the deposit. Inspection will take place by Board or its designee prior to the event. Any missing or damaged items after the event will be subtracted from the deposit and any difference paid by the tenant/owner.
3. **Rental Area includes** – Main (OCR) including the kitchen, restrooms and upper deck patio. **Excludes** - The Pool area is not part of the rental agreement.
4. **Reservation allows shared use of** - Restrooms and access to the Pool area. No renter or guest shall impede or obstruct Windward Passage residents from using the Restrooms or access to the pool area.
5. **Rental Hours** - All events/parties will terminate at 11PM Sunday thru Thursday and 12AM Friday and Saturday unless expressly consented to in writing by the Association. In addition to the rental fee, a \$50.00 fee may be assessed to the renter if the (OCR) is not vacated by the end of the time allotted. Any violation of these rules may result in the suspension of future privileges to rent the (OCR).

Quiet hours are to be observed after 10 PM so neighbors are not disturbed.
No loitering in the (OCR) common area (exterior) will be permitted at any time.

6. **Rent** - The total security deposit necessary to make a reservation is based on number of attendees. 11 thru 20 = \$200, 21 thru 30 = \$300, 31+ = \$400. Note – An additional **\$50 DEPOSIT IS NON-REFUNDABLE.** The completed request form and two checks for the appropriate deposit amounts made payable to The Residences at Windward Passage Condo. Assn., Inc. must be forwarded to Ameri-Tech Management no later than 30 business days prior to the requested event date. (A \$30 - \$40 an hour (7 hour minimum) Security Guard fee MAY be charged for events over (25) guests.)
7. **Prior to and after the event** - at the convenience of the Board or its designee, the reserving resident agrees to a “walk-through” inspection of the reserved areas with a Board member or designee to determine the condition of those areas, with a prepared checklist. The same checklist will be used to re-inspect the (OCR) in the morning after the gathering. This procedure is designed to protect both the reserving resident and the Association from incurring unnecessary costs due to cleaning and/or damage repair. If you are not contacted 2-days prior to the event to arrange a pre- and post- (OCR) walk through, please contact the Ameri-Tech Property Management, Inc. at 727-726-8000 for help in scheduling an appointment.
8. **Temporary Security Code** - Renter shall contact Ameri-Tech prior to the event for a temporary security code for all the guest to use to get into the building.
9. **Posting Function Notice** – A notice of the function may be posted in the elevators by the renter announcing the event to be held in the (OCR) on rental date and times. It should also be noted that all other residents will have access to the restrooms and the pool through the (OCR) at all times, but to please respect their fellow tenants who are renting the (OCR) for that particular day.
10. **Hold Harmless and Indemnification** – In consideration of the current Board of Directors of the Association, for the undersigned to host a social event at the (OCR) on _____201__ at _____AM/PM the undersigned expressly acknowledges that the Board of Directors, agents, employees and the Association shall have no responsibility for loss of, or damage to, personal property or any personal injury in connection with the organization during set up operation or cleanup of the social function conducted by the undersigned. Renter acknowledges that the Association neither accepts nor has any responsibility to the undersigned or Renters guests by consenting to the use of its (OCR). The undersigned waives any and all rights to commence legal action or make claims that arise while the function, including but not limited to any losses, costs, damages or claims that arise while the function is taking place, during its set up or during the clean up following the social function, together with any and all attorney’s fees incurred by the Association as a result of any such claims or losses.
11. **Permitted functions** - The (OCR) can be reserved for private and social events only. No fees may be charged or collected.

12. **Not permitted functions** – The (OCR) cannot be used for, a) any public event or where the public is invited. b) Any public advertised event. c) Fund raising events. d) No sales, commercial, promotional, or other similar events shall be permitted. d) More than 40 people.
13. **Set up** – Renter shall be permitted to set up/prepare the (OCR) one hour immediately before the social function is to begin. Renter is prohibited from taping, stapling, pinning, or tacking any decoration on the walls, furniture, carpets, etc., on the inside or outside of the building.
14. **Clean up** – Renter shall be responsible for the cleanup of the (OCR) and any other portion of the Association community affected by the social function which is the subject to this agreement. Any such clean up must be to the satisfaction of the Association. **Clean up must begin immediately upon termination of the social function and no later than 9AM the following morning.** Clean up shall include, but not be limited to, the following...

- All furniture must be placed in their original positions as found prior to the start of the event.
- Kitchen, including cabinets and refrigerator, are to be left as found. No food is to be left anywhere.
- Empty dishwasher if used and wipe the front for handprints
- Clean the sinks
- Wet bar and all counter tops should be wiped down and any beverage spills on the floor or walls are to be cleaned up.
- Dust/wipe/clean all surfaces
- Sweep and mop ALL floors.
- All garbage is to be gathered, placed into plastic trash bags (supplied by renter), and place in outside trash chute
- Restrooms should be left in the same condition as found. No papers on the floor, any empty glasses lying around, toilets flushed sinks empty of papers, etc.
- **Check out on the patio** for any trash left behind...place all outside patio furniture back in its original place.
- **Turn off Lights** - with the exception of the entrance and rear lights of (OCR).

--There are cleaning supplies under the kitchen sink and the broom, dust pan, mop and bucket are in the first closet on your left as you walk into the club room.

--If you prefer, we can hire the janitorial service to clean for you. The cost is \$150 and will be deducted from your deposit.

15. The (OCR) will be completely restored to prior condition the next day no later than 9AM. It will be inspected and approved by an Ameri-Tech Management representative or Home Owner Association. The deposit will be refunded after the inspection unless damages have occurred or additional clean up is needed. Any missing items will be billed to the reserving party.
16. If the (OCR) is in its original condition, the security deposit shall be refunded. If the (OCR) is not in its original condition, the cost of restoration will be deducted from the security deposit. Any difference over the original deposit will be billed to the Unit Resident, although the Unit Owner may be held liable for any unpaid fees or charges.

17. The Homeowner will be liable for any damage, disturbance, or complaints created by the Renter and his guests.
18. **Occupancy Limit** - The number of persons in attendance in the (OCR) is limited by the posted number (40), according to the Pinellas County Fire Code
19. **Parking** – Guest parking is not permitted in the parking garage. Park in designated parking areas in front of the building and along the public road.
20. **Children** - Should a function be held at which children under the age of 16 are present; the Renter shall see to it that there is no less than 1 parent present for each 5 children.
21. **Smoking** – Smoking or chewing of tobacco is strictly **PROHIBITED** anywhere in the (OCR). If the fire system alarm is activated, your security deposit will be forfeited.
22. **The Renter agrees to be personally in attendance during the reserved hours.** The Renter agrees to assume full responsibility for any loss or any damage to the building, furniture, furnishings and equipment and for the proper conduct of guests while they are on the premises of The Residences at Windward Passage Condominium, whether inside or outside of the building. The function may be terminated if the Renter is not in attendance during the reserved hours.
23. The Renter shall not permit the use of the (OCR) for any unlawful purpose and shall not make or permit any disturbing noises to be made, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts or convenience of other residents. If the Unit Resident fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Pinellas County Police will be called.
24. Association is not responsible for personal items lost or left in the (OCR).
25. **Alcoholic beverages** - may not be served to minors or intoxicated persons. No alcohol consumption is permitted off the premises, including the pool area and parking lot. Alcohol consumption is subject to all Federal, State, and County laws and regulations. Facility Renter agrees to be bound by all such laws and regulations, and is liable for any and all penalties incurred in the event that such laws and regulations are violated.
26. **Music** – Music shall be confined to the interior of the (OCR). Facility Renter shall abide by all local ordinances governing noise levels.
27. The renter is responsible and liable for any and all actions caused by any “guest” as defined by the Bylaws, Declaration, and /or Rules and Regulations as adopted by the Board.
28. **If the Fire Alarm** is tampered with, causing the Fire Department to respond to a false emergency, the renter/homeowners account will be assessed for the charges incurred.
29. Any violation of these rules committed by the undersigned may result in the suspension of future privileges to rent the (OCR).

GENERALLY, THE (OCR) IS NOT RENTED ON A MAJOR HOLIDAY or HOLIDAY WEEKEND!

I have read the foregoing terms, conditions, and agree to be bound by them and to be fully responsible to the Association to ensure that all guest/attendees abide by such terms and conditions.

FOR HOMEOWNERS - By signing this agreement on behalf of the resident/tenant, you are agreeing to assume any and all liability for your tenant for the use of the (OCR).

FOR TENANTS - Your landlord/owner must also sign this document with the understanding that the owner will assume any possible financial liability related to the use of the (OCR) caused by you or your guests.

_____	_____
Homeowner (please print)	Unit number
_____	_____
Homeowner Signature	Date
_____	_____
Daytime contact phone number	Home contact phone number
_____	_____
Tenant (please print)	Contact phone number
_____	_____
Tenant Signature	Date
Event Date _____	Event Time _____ to _____
Type of Function _____	
Approx. # of Guests _____	
Reservation Approval _____ Date _____	