



HOMEOWNER'S AGREEMENT FOR RENTAL OF AMENITIES

DATE: _____

NAME: _____

ADDRESS: _____

HOME PHONE: _____

CELL PHONE: _____

Our records indicate that you have reserved the following area(s):

on _____ and from _____ to _____.

This Rental Agreement, and the Hampton Park Rules for Clubhouse Use, shall be executed and submitted with two checks drawn on your personal account in order to confirm your reservation. The person(s) who sign(s) this agreement should be the party issuing the checks. Please write your check(s) payable to the Hampton Park Association, Inc. One check should be in the amount of the security deposit and the second check should be in the amount of the rental fee. The check for the rental fee will be deposited as it is earned, and shall only be refunded if the event is **cancelled more than one week** before the event.

Your security deposit check can be returned by mail, if requested, or voided and shredded by the Management Company. A representative of the Hampton Park Association, Inc., a Florida non profit corporation (the "Association") will inform you if additional cleaning was necessary or if damages were found. You acknowledge and agree that the security deposit will not be returned in either of these instances and that you may be subject to Specific Assessments (as provided in Section 6.5 of the Covenants and Restrictions for Hampton Park) if the amount of damage exceeds the security deposit. You may pick up the key from the Guard, who will have your name on the event calendar, and you will be provided with the alarm code(s) as well. **A guest list for outside invitees must be provided to the guard for ensuring ease of entry for your guests.**

As the homeowner(s), you must be present during the entire function and are responsible for any and all conduct of your guests before, during and after the function while within the Hampton Park subdivision. You further agree that if any of your actions or the actions of your guests in any way invalidate the Association's insurance policy(ies), then you shall be responsible for any and all damage(s) as a Specific Assessment under Section 6.5 of the Covenants and Restrictions for Hampton Park. You further agree that you and/or your guests shall execute any additional "hold harmless" document as may be reasonably requested by the Association and/or its legal representatives.

THE UNDERSIGNED HAS REVIEWED AND FULLY UNDERSTANDS AND AGREES WITH ALL OF THE TERMS, CONDITIONS AND RESTRICTIONS OF THE ASSOCIATION'S RULES AND REGULATIONS; THE UNDERSIGNED HAS REVIEWED AND FULLY UNDERSTANDS AND AGREES WITH ALL OF THE TERMS, CONDITIONS AND RESTRICTIONS OF THE RECORDED COVENANTS AND RESTRICTIONS FOR HAMPTON PARK; AND THE UNDERSIGNED HAS REVIEWED AND FULLY

UNDERSTANDS AND AGREES WITH ALL OF THE TERMS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE RESERVATION REQUEST/PRIVATE FUNCTION FORM, THE TERMS OF WHICH ARE EXPRESSLY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE ("RESERVATION FORM").

THE UNDERSIGNED DOES HEREBY FOREVER WAIVE, RELEASE, DISCHARGE AND HOLD HARMLESS THE ASSOCIATION, AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS AND ATTORNEYS, FROM ANY AND ALL DEBT, CLAIM, DEMAND, COST, ATTORNEYS' FEE, INJURY, LOSS, JUDGMENT, DAMAGE, RIGHT, ACTION, LIABILITY, EXPENSE, AND CAUSE OF ACTION OF EVERY KIND, NATURE AND DESCRIPTION WHATSOEVER, WHETHER FORESEEABLE OR UNFORSEEABLE, LIQUIDATED AND UNLIQUIDATED, INSURED OR UNINSURED, WHETHER IN CONTRACT OR TORT, IN LAW OR IN EQUITY, WHICH ASSIGNOR MAY NOW HAVE, EVER HAD, OR MAY HAVE IN THE FUTURE, BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER ARISING OR OCCURRING DIRECTLY OR INDIRECTLY AS A RESULT OF THE FUNCTION FOR WHICH THIS RENTAL AGREEMENT AND THE RESERVATION FORM IS APPLICABLE.

THE UNDERSIGNED FURTHER AGREES THAT IF ANY ACTION AT LAW OR IN EQUITY IS NECESSARY TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT AND/OR THE RESERVATION FORM, THEN THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS' AND PARALEGALS' FEES, REASONABLE COSTS (INCLUDING, WITHOUT LIMITATION, THOSE OF IT EXPERTS, CONSULTANTS AND OTHER PROFESSIONALS), AND NECESSARY DISBURSEMENTS IN ADDITION TO ANY OTHER RELIEF TO WHICH THAT PARTY MAY BE ENTITLED, WHETHER INCURRED DURING ARBITRATION, MEDIATION OR OTHER PRE-TRIAL PROCEDURE OR SETTLEMENT NEGOTIATION, DURING OR AFTER TRIAL, OR UPON ANY APPELLATE LEVEL, OR IN ANY ADMINISTRATIVE PROCEEDING, OR PROCEEDING IN BANKRUPTCY OR INSOLVENCY OR POST-JUDGMENT COLLECTION.

THIS AGREEMENT, TOGETHER WITH THE RESERVATION FORM, REPRESENTS AND CONSTITUTES THE SOLE AND COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER CONTAINED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATED TO THIS AGREEMENT AND/OR THE RESERVATION FORM.

IF ANY COURT SHOULD HOLD OR FIND ANY OF THE PROVISIONS OF THIS AGREEMENT VOID OR VOIDABLE, SUCH A FINDING SHALL IN NO WAY AFFECT THE ENFORCEABILITY OR VALIDITY OF THE REMAINDER OF THIS AGREEMENT OR PARTICULAR PARAGRAPH IN WHICH THAT PROVISION IS LOCATED.

THE REPRESENTATIONS SET FORTH HEREIN AND THE VARIOUS AGREEMENTS OF THE PARTIES HERETO SHALL SURVIVE THE COMPLETION OF ALL ACTIONS CONTEMPLATED HEREIN. NOTHING CONTAINED IN THIS AGREEMENT SHALL ALTER, LIMIT OR OTHERWISE AFFECT THE RIGHTS AND OBLIGATIONS OF THE PARTIES AS SET FORTH IN THE DOCUMENTS TO BE EXECUTED AND DELIVERED PURSUANT HERETO.

EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER OR IN CONNECT WITH, THIS AGREEMENT, OR ANY COURSE

OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY.

Homeowner

Date

Homeowner

Date

Deposit Amount: _____

Check #: _____

Rental Fee: _____

Check #: _____

Rental Guidelines

Hours:

The clubhouse, which does not include the pool deck or the pool or grill area, but does include the Kitchen, will be available for rent by homeowners in good standing with the HPAI during the following hours – Sunday through Thursday from 9:00 a.m. to 11:00 p.m. and Friday and Saturday from 9:00 a.m. to 12:00 a.m. and they must comply with these Rules and Regulations.

Rentals are not to exceed a maximum period of six hours; this includes the preparation and clean-up time after the function.

Decorations:

Taping, tacking, nailing or stapling decorations to the ceiling or walls are strictly prohibited. Balloons may not be attached to any lighting fixture.

Parking:

It is the responsibility of the homeowner to monitor the parking of guests and to ensure compliance with posted parking notices. Parking on the grass is not permitted.

Noise:

All sounds emanating from the Breezeway/Event/Lawn Area, including talking, singing, audio equipment or musical instruments, shall be maintained from 10pm until 7:30am at such volume as to not become a nuisance or unreasonable annoyance to homeowners near the facilities.

Cleanup:

Each function must have a cleanup crew to insure the facilities are left in an acceptable manner. The homeowner will need to bring their own cleaning supplies, including replacement garbage bags. It is the homeowner's responsibility to see that all areas are cleaned and inspected. The Association Representative has the authority to retain the Deposit check if any portion of the *Cleaning Checklist* was not properly completed.

Facility Rules:

Please note that it is the homeowner's responsibility to ensure that all guests abide by the posted rules. Smoking is not permitted inside the Amenity Center, Kitchen, or Rest Rooms.

Cancellations:

Please be courteous to your neighbors and make your cancellations as soon as you can; there may be other residents who are on the waiting list.