

APPENDIX D

WATERCREST CLUBHOUSE POLICIES AND DEPOSITS

The Watercrest Clubhouse and common areas, including the roads, are private property. They are owned, paid for and maintained by Watercrest residents. They are not Lakewood Ranch amenities or part of the Lakewood Ranch Community Development District 2 (CDD2.) **They are only for the use of Watercrest residents and their guests.**

The Clubhouse pool and spa are not certified by the Manatee County Health Department for night use, because they do not have the legally required high bright lights. The pool and spa area will be open from dawn (one half hour before sunrise) to dusk (one half hour after sunset). It is **illegal** to swim *or use the spa* at night.

The Watercrest Clubhouse and pool deck are “no-smoking” areas.

No pets are allowed in the Clubhouse or pool area.

The Clubhouse will close at 10 pm. Residents scheduling special events must observe the closing time, i.e., cleanup must be completed by 10 p.m.

Children under 18 must have adult supervision to be inside the Clubhouse. Children under 14 must be accompanied by an adult in the fitness room.

The Clubhouse may be reserved, but NOT the fitness room, pool or spa areas, which will remain open for the use of all Watercrest residents and their guests.

A Watercrest owner or tenant may reserve the Clubhouse for social events or small group meetings by contacting the manager and paying a deposit and user fee per attached schedule. Note: Any event or gathering of 20 people or more must be registered as a private party.

A resident may not reserve the Clubhouse for a for-profit company, business or activity, such as an office party, workshop or seminar. The Lakewood Ranch Town Hall may be booked for this type of event. Events booked will be limited to “family” and “friends of the family” gatherings. No public or for-profit organizations or clubs will be permitted to use the Clubhouse for parties, even if the resident owner is a member of a particular group or club.

Process for reserving the Clubhouse:

- Contact the manager and pick a date that is open from The Watercrest calendar. The event scheduled must be one when a Watercrest Staff member can be present.
- The manager will provide the Clubhouse Use Agreement Form and copies of the Watercrest Clubhouse Policies and Deposits and Clubhouse Fee Schedule for damages along with the user fee schedule.
- Return the completed signed Use Agreement Form and Release Form to the manager along with the required checks at least ONE week before the event.

The following rules apply to all events

- The Fire Marshall has stated the maximum occupancy is 65 as posted in the clubhouse.
- No fire or candles may be used in the clubhouse due to fire regulations.
- If a party is not properly registered or the event results in unresolved violations, the resident involved may lose the privilege of using the Clubhouse for future personal events.
- All Clubhouse parties must strictly adhere to quiet hours as per the Watercrest Rules and Regulations as described in the condo docs, e.g., noise levels/music must not disturb neighbors..
- There are enough parking spaces for extra vehicles and signs are posted directing visitors to the additional parking available beyond the clubhouse. Parking on the street or grass is prohibited. Vehicles MUST be parked in designated parking spaces.
- Prior to the event, the sponsoring resident will provide the manager with 2 checks (1) a check for a \$500.00 refundable deposit issued to Watercrest and attached to a copy of a signed Clubhouse Agreement form, and (2) a non-refundable usage fee. A new deposit check and usage fee must be provided for each event. These checks will be deposited by the manager and all or part of the refund deposit will be returned to the resident in the next billing cycle if no damages are assessed.
- The sponsoring resident will be billed for any damages, cost of cleanup and infractions of the rules; fees will be deducted from the deposit. The fee schedule is shown below. If damages exceed \$500.00, the owner or lessee of the unit will be billed for the excess.
- No deposit or usage fee is required to reserve the Clubhouse for Watercrest governance meetings or for events such as resident gatherings, card games, or other such activities which are open to all Watercrest residents providing no fee is charged to participants.
- *No private parties may be booked on Christmas, Christmas Eve, New Year's Day, New Year's Eve, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the next day, and Super Bowl Sunday.*
- The sponsoring resident, who must be the owner or the named lessee on the lease, must be present during the entire event. This person is responsible for cleaning, turning off lights, placing garbage in the garbage bins outside the clubhouse, returning the air conditioning unit to 80 degrees and making sure the clubhouse is left in good condition. For events scheduled after 4 p.m. Monday through Friday and weekend events, cleanup and a walk-thru and checklist must be completed and signed by the resident and a Watercrest staff member by 10 p.m.

- Watercrest staff will put a flyer on the Clubhouse door for each event announcing the name of the sponsoring resident and date **and hours** of the event.
- A resident can reserve the Clubhouse no more than twice a month and for no more than six events a year.
- There shall be no more than one reservation per weekend (Friday, Saturday, Sunday, and Monday on National holiday weekends).
- Gate Entry – Guests driving from outside Watercrest should be given a one-time use gate code. This should be obtained from the condominium manager prior to the party or event.
- **DO NOT GIVE OUT YOUR PRIVATE GATE CODE NUMBER !!!**

CLUBHOUSE FEE SCHEDULE

Initial Deposit

A \$500.00 refundable deposit must be provided to the manager to reserve the Clubhouse for a private event. However, no deposit is required for Watercrest Governance Meetings, or activities open to all Watercrest residents anytime.

Setup and cleanup are included in the time frame, and all setup and cleanup must be completed on the day the event is scheduled. If furniture is rearranged, it must be put back as originally situated.

Usage Fees

The sponsoring resident will pay a non-refundable usage fee for a private event as follows:

\$150.00 for events lasting up to 5 hours including set-up and clean-up
\$ 35.00 for each additional hour

Deductions for infractions

Sums will be deducted from the \$500.00 deposit for any infraction of the rules or any mess left for others to clean up, including, but not limited to:

- Excessive noise \$25.00 (based on any two (2) or more written or emailed complaints).
- Spills/stains left on the kitchen floor, microwave, refrigerator or counter \$25.00
- Garbage left ANYWHERE other than in the garbage bins outside the clubhouse \$50.00
- Swimming *or using the spa* in conjunction with a Clubhouse event \$50.00
- Stains, spills or debris left on the furniture in the Clubhouse, the area rugs, or on the verandah or pool area – up to \$100.00
- If the resident sponsor is not present during the entire event, the entire deposit may be forfeited.
- If guest vehicles are parked on the grass or the roadway, there will be a \$25.00 deduction per vehicle. ALL VEHICLES MUST BE PARKED IN A DESIGNATED PARKING SPACE.
- If infraction's cost exceed \$500, the owner may not be allowed further use of the Clubhouse for a private event until that amount is paid.

APPENDIX E CLUBHOUSE USE AGREEMENT

As a unit owner or resident in Watercrest, I acknowledge that I have scheduled the use of the Watercrest Clubhouse facility for my private event.

NAME: _____

ADDRESS/UNIT #: _____

TELEPHONE: (H) _____ (Cell) _____ E-Mail _____

Number OF GUESTS: _____ Adults _____ Children _____

Number of vehicles _____

Describe Event: _____

Catered event? Yes _____ No _____ Borrow WC folding chairs/tables? Yes _____ No _____
If yes, how many? _____

Date of event: _____ Time: From _____ To: _____
(including setup and cleanup!)

I have received a copy of the Clubhouse Policy and understand that sums may be retained from my deposit for infractions of the rules or damage to the Clubhouse property.

Attached are two checks: (1) a \$500 security deposit and (2) a \$_____ nonrefundable usage fee.

My signature below indicates agreement with the Rules stated in the Clubhouse policy.

Resident Signature

Date

Resident Name (Print)

Address

Watercrest CAM Signature

Date

**CLUBHOUSE USE
RELEASE OF LIABILITY AND INDEMNIFICATION FOR
WATERCREST CONDOMINIUM ASSOCIATION, INC.**

The undersigned person(s), being an owner or tenant of Bldg # _____ Unit # _____, at the Watercrest Condominium Association, Inc. hereinafter referred to as the "Occupant", wishes to use the Clubhouse for a private event reserved from (time) _____ - _____ (time), on (day) _____, (month) _____, 20__.

In an effort to accommodate the Occupant, subject to the terms and conditions hereof, and contingent on Occupant executing this document and returning the original to the Association.

Now therefore, it is agreed as follows:

1. The recital paragraphs are true and correct and are incorporated herein.
2. Occupant, on behalf of him or herself, and on behalf of all other owners, occupants, guests or invitees of the Unit, agrees to release, hold harmless and indemnify Watercrest Condominium Association, Inc. and its officers, employees, directors and agents, ("Association") from any and all liability, damages, claims, expenses, costs, fees, including but not limited to reasonable attorney fees incurred by Association, suits, judgments, or causes of action, whether known or unknown, arising out of or related in any manner whatsoever to the Clubhouse Event. This indemnification and release shall apply even in those situations where the claims or damages may result directly or indirectly, in whole or part, from the negligence of the Association..

Dated this _____ day of _____, 20__.

Occupant