

# the Pearl

REGENCY AT AVENIR

**9890 Regency Way, Palm Beach Gardens, FL 33412**

**Phone: (561) 660-5418**

**Email Regency: RegencyFrontDesk@campbellproperty.com**

## **Facility Rental Agreement**

### **Room Rentals**

The Regency at Avenir HOA makes available certain areas of the Clubhouse facilities for private rental by Regency at Avenir members only. All rental requests are subject to calendar availability.

All members will continue to have access to the fitness center, swimming pool, and lobby/reception area with the exception of the rented/reserved area.

### **Deposits**

**Facility rentals require an initial incidental & cleaning deposit fee deposit of \$700 and an executed Pearl Amenity Rental Agreement to reserve a room.** Members renting the facility will be responsible for leaving the room clean and orderly. The deposit will be returned within a week pending an inspection that determines no damage has occurred and the room has remained in clean and orderly condition. The Association reserves the right to charge additional fees if cleaning and/or damages exceed the amount of the deposit.

### **Payment**

**All charges must be paid in full three business days (Monday-Friday) prior to the event** by check, If final payment is not made at least three days prior to the event date, the event will be determined cancelled and a \$50 cancellation charge will apply.

### **Confirmation**

Reservations will be confirmed upon receipt of both the initial \$700.00 deposit and a signed Facility Rental Agreement. A rental request submitted for the same day and time will be reserved for the member who submits his/her initial payment first. Reservations may be made up to one year in advance.

### **Room Rental Fees**

#### **COQUINA BALLROOM ONLY**

Rental fee: Evening fee (after 3 pm) \$850 up to 6 hrs. Including set up.

Day time fee (party must end by 3 pm) \$650 up to 5 hrs. including set up.

Additional hours: \$75 per hour

Incidental & cleaning deposit fee: \$700.

Includes a nonrefundable \$115 per hour cleaning/damage fee which will be deducted from deposit if any additional cleaning and repairs are needed.

Maximum occupancy 193 people.

Current table and chair set up accommodates 88 People (11 x 60 inch round tables, maximum 8 chairs per table).

Access to Catering Kitchen with microwave (please note there is no oven, warming cabinet or stove).

**MARINA CLUB BAR AREA & VERANDA ONLY**

Rental fee: Evening fee (after 3 pm) \$250 up to 3 hrs. including set up.

Day time fee (party must end by 3 pm) \$200 up to 3 hrs. including set up.

Additional hours: \$75 per hour

Incidental & cleaning deposit fee: \$700.

Includes a nonrefundable \$115 per hour cleaning/damage fee which will be deducted from deposit if any additional cleaning and repairs are needed.

Maximum occupancy 49 people.

Wine Fridge

Ice Maker

Dishwasher

11 Bar Stools and 2 high top with 2 chairs each

Includes Veranda area directly in front of Marina Club

**COQUINA BALLROOM & MARINA CLUB**

Rental fee: Evening fee (after 3 pm) \$1000 up to 6 hrs. Including set-up

Day time fee (Party must end by 3pm): \$800 up to 5 hrs. including set-up.

Additional hours \$75 per hour

Incidental & cleaning deposit fee: \$700.

Includes a nonrefundable \$115 per hour cleaning/damage fee which will be deducted from deposit if any additional cleaning and repairs are needed.

Includes Veranda area directly in front of Marina Club

Under NO circumstances, during a planned event, shall USER or USER'S invitees or guests use the facilities outside of the PEARL AMENITY CENTER & its appurtenant elements (i.e., fitness facility, aerobics room, pool, pool deck, covered patio, basketball & tennis courts) unless approved elsewhere in this Agreement. The PEARL AMENITY CENTER selected room shall be secured and vacated within the prescribed times as set forth above. The PEARL AMENITY CENTER, pool and fitness facility are ASSOCIATION common areas available to all Regency at Avenir residents during normal hours of operation. Rules governing food and beverage services, appropriate wearing apparel and smoking must be complied with at all times. The resident/owner host ("User") of any event will be held responsible for full compliance and is subject to all penalties, fines and other remedies under PEARL AMENITY CENTER at Regency at Avenir HOA Rules and Regulations as well as county ordinance and statute, that may include but is not limited to suspension of PEARL AMENITY CENTER privileges.

The terms of this AGREEMENT are in furtherance of, and in addition to, the provisions of Article(s) of the Declaration of Protective Covenants, Conditions and Restrictions for Regency at Avenir pertaining to PEARL AMENITY CENTER rental and use ("Declaration").

\_\_\_\_\_ (initials)

Liability Insurance for all vendors must be given 5 days prior to event

Security Deposit = due the day of reservation (if event is canceled within 7 days of date 50% of deposit is nonrefundable, if event is canceled 48 hours prior to event 100% of deposit is nonrefundable, must be canceled and submitted to management in writing)

Pre and post event walk-through will be conducted. Room is rented as is. Our staff is not responsible or here to help arranging tables or chairs prior or after party. Host is fully responsible for any desired arrangements or floor plan. If any furniture rearrangement is made, it must be returned to its original and functional form. Should our staff need to do it, there will be a labor fee of \$100 deducted from security deposit.

### **Cancellation**

If an event is cancelled 30 or more days prior to the event, a full refund will be given. If an event is cancelled less than 30 days prior to the event, a \$100 cancellation charge will apply. Processing of refunds will take approximately two weeks.

### **Food & Beverage**

Liquor may only be served or consumed if dispensed by a **licensed vendor**. Proof of said license must be submitted to management prior to the event. *If such proof is not submitted, liquor cannot be served.*

### **Set up/Clean up**

The room will be available up to one (1) hour prior to the event for set-up at no charge for caterers, decorating, etc. All personal items, to include decorations, linens, catering equipment, food, etc. are to be removed promptly following the event and cannot be stored at the Clubhouse.

### **Supplies**

Linens, dishes, utensils, supplies, etc. are not provided by Regency at Avenir HOA.

### **Smoking**

Smoking is not allowed inside the Clubhouse or Pool area.

### **Furniture**

Furniture shall not be moved by any member, his/her guests or any third party/independent contractors. Management staff will set up the room/area according to the layout and will break down following the event.

### **Attendees**

Members and their guests, as well as caterers and other third party/independent contractors, must adhere to the rental times specified on the contract. Members renting the space are responsible for all the actions of their guests and third party/independent contractors.

### **Other Conditions**

No tacks, nails or permanent adhesives are to be used to affix any signs, banners or decorations to the walls. Sticky putty of a non-permanent nature may be used but **MUST** be approved by Club at Madeira Canyon staff. The throwing of rice, birdseed glitter, or confetti is prohibited anywhere on the pearl Amenity Center premises.

### **Liability**

The member renting the room assumes all liability for any loss of or damage to any merchandise or articles used or left at the facility by the homeowner, his/her guests, and his/her third party/independent contractors, whether such loss occurs prior to, during, or following member's function. Members shall be solely responsible for and shall immediately reimburse Regency at Avenir HOA for any damage to the premises caused by homeowner, homeowner's guests, invitees, employees, third party/independent contractors or other agents of the member if the amount of damage is greater than the cleaning/damage deposit.

### **Hold Harmless**

*3<sup>rd</sup> party – If a 3<sup>rd</sup> party vendor works at the property, they will be required to sign a Hold Harmless waiver. A caterer only dropping off food is not required to sign.*

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9890 Regency Way, Palm Beach Gardens, FL 33412  
Phone: (561) 660-5418  
Email Regency: RegencyFrontDesk@campbellproperty.com

## Facility Rental Agreement

Member Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Phone Number: \_\_\_\_\_  
Home Cell Fax

Email Address: \_\_\_\_\_

Contact Person (if different from above): \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_  
Home Cell Fax

Contact Email Address: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time: From/To \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Set-up Time Request (Set-up time is max. 2 hrs. prior to event): \_\_\_\_\_

Type of Event: \_\_\_\_\_

Will food be served? \_\_\_\_\_ If yes, what are the arrangements? \_\_\_\_\_

Will alcohol be served? \_\_\_\_\_ (*A liquor license is required and a copy must be attached with agreement.*)

### Facilities Requested

\_\_\_\_ Coquina Ballroom & Marina Club    \_\_\_\_ Coquina Ballroom    \_\_\_\_ Marina Club



**Other Requirements**

Room Charge \$ \_\_\_\_\_  
Incidental & Cleaning Deposit\* \$ \_\_\_\_\_  
Equipment Deposit\* \$ \_\_\_\_\_

**TOTAL DUE** \$ \_\_\_\_\_ ***Final Payment due three (3) business days prior to event.***

\*Deposits refundable if room/equipment is returned in clean and orderly/operational condition.

I have read and fully understand this *Pearl Amenity Facility Rental Agreement* and the *Facility Rental Guidelines and Fees* for Regency at Avenir HOA. I acknowledge that I assume all liability for any loss of or damage to any merchandise or articles used or left at the facility by me, my guests, and/or my third party/independent contractors, whether such loss occurs prior to, during, or following my function. I shall be solely responsible for and shall immediately reimburse Regency at Avenir HOA for any damage to the premises caused by me, my guests, invitees, employees, third party/independent contractors or other agents if the amount of damage is greater than the cleaning/damage deposit I have paid. I indemnify, defend and hold harmless Regency at Avenir HOA The homeowner shall indemnify, defend and hold harmless the Club at Regency at Avenir HOA and Campbell Property Management and each entity's shareholders, members, directors, officers, employees, agents, and contractors from any and all claims, losses, damages or liability arising out of or related to member's functions irrespective of whether such claim, loss, damage or liability arises from active or passive activity.

**Member Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Management Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

*For Office Use Only*

**Deposit Payment** of \$ \_\_\_\_\_ Received on \_\_\_\_\_ By \_\_\_\_\_

Check # \_\_\_\_\_

**Final Payment** of \$ \_\_\_\_\_ Received on \_\_\_\_\_ By \_\_\_\_\_

Check # \_\_\_\_\_

**Deposit Amount Returned** \$ \_\_\_\_\_ Date Returned: \_\_\_\_\_ By: \_\_\_\_\_

Cancellation Date: \_\_\_\_\_ Amount Refunded: \_\_\_\_\_ By: \_\_\_\_\_