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AMENITY CENTER RENTAL REQUEST & WAIVER FORM

Approval Date: __/__/__

- 1. Residents must go online to www.BotanicaLakesHOA.com. Click on event calendar to assess availability of desired date and time for your event.
2. Residents then, are to complete Rental Request and Waiver form, sign it, include payment and turn into Community Association Manager / CAM. No request will be reviewed or granted until this done.
3. Residents must read, agree to & follow all Rental Guidelines / Policy and Procedures.

RESIDENT INFORMATION

Application Date: _____

Full Name: _____

Address: _____

Home/Alternate Phone: _____ / _____

Email: _____

RENTAL INFORMATION

Event Description: _____

Desired Date: _____

Alternate Date: _____

Start Time: _____ End Time: _____

Expected Attendance: _____ How Many Attendees Live in Botanica Lakes? _____

Is this request for repeat rentals for the same purpose? (Yes / No)

Will alcohol be served? (Yes / No)

Will a caterer be used? (Yes / No)

Will you require use of the refrigerator ?

*If yes, you will need to contact Management during the week (M-F, 9:00AM to 4:00PM) before your event

Areas Requested (circle all areas that apply):

SOCIAL ROOM KIDS/ACTIVITY ROOM KITCHEN PARTY PAVILION



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STATEMENT OF UNDERSTANDING AND WAIVER OF LIABILITY

I _____ the undersigned, have read, understand and agree to follow the Rental Usage Guidelines for reserving the Facilities.

I understand and agree to the following:

- That any damages to the Facility will be deducted from my deposit and any damages in excess of the deposit will be charged to me.
• That the Homeowner's Associations retains the right to suspend my use privileges without reimbursement until such damages are paid.
• See Page 3 for cost agreements.
• That I am expected to leave the room/areas used in reasonably good and clean condition
• That a security deposit and a hourly rate (with a maximum capped amount) will be charged. All monies received by the Association will be deposited. Refunds will be made payable by check to the individual. Allow a minimum of 10 days for return of funds.
• I have read and understood the cancellation policy.

I also understand and agree that I am solely responsible for any liability resulting from the use of the Facilities by myself and/or my guests. I hereby release, indemnify, and hold harmless the Homeowners' Association, it's employees, contractors, and affiliates from and against any and all claims, demands, actions, causes of actions, suits, liabilities, damages, losses and costs of any kind or nature, including attorney's fees, costs and expenses, arising from the use of the Facilities.

Renters Signature: _____ Date: _____
Printed Name: _____

Event Approved: Y / N If No, why? _____

FACILITY PAYMENT: _____

Amount of Payment: _____ / Check# _____ Received On: _____ By: _____

DEPOSIT:

Amount of Deposit: _____ / Check# _____ Received On: _____ By: _____

Amount of Return: _____ Returned On: _____ By: _____

NOTES:



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AMENITY CENTER RENTAL USAGE GUIDELINES / POLICY

The following guidelines / policy **must** be followed for all rentals.
Failure to do so may result in forfeiture of deposit.

Rental Areas & Fees

Indoor Rentals

Area & Location	Description	Deposit & Fees
Clubhouse – Social Hall	Seats up to 125	\$500 refundable deposit \$100 application & processing \$50 Per Event Hour (*Allows for a 2 hours set up & a 1- hour break down.)

*** All events must end by 11pm to allow for 1-hour break down cleaning time.*

****The Club House is under 24-hour surveillance; failure to comply with Rental Policy and Procedure may result in forfeiture of deposit.*

Outdoor Rentals

Guest are prohibited from street parking, towing will be enforced.

Area & Location	Description	Deposit & Fees
Party Pavilion	Seats 10 - 12	\$50 Deposit

Managed By:	Resort Group Inc. 2685 Horseshoe Drive So. Suite 215 Naples, Fl. 34104	CAM Office 10300 Botanica Lakes Fort Myers, Fl 33913 #239-561-2939
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AMENITY CENTER RENTAL POLICY AND PROCEDURE

1. All reservation request must be submitted to the CAM, using the proper form.
2. Only Home Owners / Leasee's (now to be referred to as residents) and in good standing with the HOA are eligible for rental privileges.
3. Reservations for HOA sponsored events can be made directly by the CAM under the direction of the HOA.
4. Residents and their guests must follow all facility policies and procedures.
5. The CAM or other appointed representative will conduct a pre-event inspection and post-event inspection. Each rented room / area will be inspected to assess condition before and after the rental. At that time it will be determined if the security deposit will be refunded or forfeited.
6. Residents reserving any area / room must provide a minimum of one (1) chaperone for each ten (10) attendees under 21 years of age.
7. All event decorations and trash inside and outside of the facility must be removed prior to vacating the premises, immediately following the event. You must provide your own trash bags and cleaning supplies.
8. All chairs, tables and equipment shall be returned to proper storage areas following each reserved use. Under no circumstances shall chairs, tables or other equipment be removed from the center.
9. All unused food and drinks must be removed from the premises prior to return of deposit.
10. All facilities are to be closed no later than 11:00 p.m.
11. Amplified music and/or DJ's must be approved and are subject to the noise ordinances of the community and local city/county ordinances.
12. Neither admission fees nor any fund transfers may be construed as admission fees whatsoever shall be collected by the resident unless it is part of an approved program or event.
13. The resident shall be in attendance throughout the entire length of the event. If the resident leaves the event, the contract will become null and void, the event will end and the resident's deposit will be forfeited.
14. Any damage to the facility or property, whether the resident is in attendance or not, will be the responsibility of the resident and will be

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- charged against the deposit. Any damage over the deposit amount will be additionally charged to the resident. The resident accepts full responsibility for the conduct of all event guests, adults as well and minors.
15. The facility around surrounding areas, except designated smoking area(s), are nonsmoking and if smoking occurs outside of the designated smoking areas, the refundable deposit will not be returned and additional charges, fines and penalties may be assessed if damages occur as a result of a violation of the non-smoking policy.
 16. Basic cleanup of the facility is the responsibility of the resident including, but not be limited to, wiping down tables and removal of all trash, decor, debris and food. The resident will coordinate catering, catering cleanup to include kitchen, removal of food and equipment and remains responsible should caterers not do so. Failure to do so will may forfeit deposit. Any cleaning costs over said deposit amount will be additionally charged to the resident. Cleaning products and towels are **not** included in rental.
 17. The HOA reserves the right to require security for events. The renting Resident shall be required to hire the community's "preferred security" during the entire event including one hour prior to the start and one hour after the conclusion of the event. The hourly charge for a security officer will be according to prevailing hourly billing rates and the final charges will be based upon the security officer's report regarding the time spent on the event. Events will be evaluated for required security and the resident is responsible for all charges associated with the security service.
 18. Proper attire, including shirts and shoes must always be worn . No rice, birdseed or confetti may be thrown in or around facility. Rose petals will be permitted, provided there is complete clean-up as provided for herein. Any guest of the resident who becomes incapable of reasonable control of their actions from alcohol consumption or otherwise as determined by a staff member, office or other representative, will be required to leave the facility. Personal belongings of the resident and residents' guests' are the sole responsibility of the individual and the community is not responsible for the loss or damage of these items.
 19. Depending on the nature and size of the event, residents may be



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required to provide a certificate of personal liability insurance with the community named as additional insured.

20. **CANCELLATIONS:** Residents may terminate their arrangement up to 30 days prior to the scheduled use and the deposit will be refunded in full. If the scheduled event is cancelled 15-30 days prior to the event, 50% of the full deposit will be deducted prior to return of funds. If the scheduled event is cancelled 14 days or less for the scheduled date 100% of the deposit will be retained and no monies will be refunded.

21. Social Hall Furniture and Decor Guidelines:

- Do not move or remove credenzas, wall art, clocks, including TV and seasonal holiday decor.
- Do not put chairs against walls or drag chairs across floor
- Do not use tape, nails, adhesive of any kind on walls, trim, counters or tables --- ANYWHERE including ceiling, lights, chandeliers.
- Serve all food out of kitchen (including catered events)
OR on tables not placed against walls in Social Hall or Activity Room
- For heavy use of tables, please use table coverings
- Replace all table decor per its designated placement see chart in Social Hall

*****Failure to comply with these policies and procedures can result in the forfeiture of a portion or total of your \$500 refundable deposit*****

Submitting a Request to Rent Facilities form means you acknowledge these policies and procedures and the statement above.