



19900 The Place Blvd.
 Estero, Florida 33928

FACILITIES USE AGREEMENT

Fee Schedule

Hourly Rental	\$25
Damage Deposit	\$250 Refundable

OWNER INFORMATION

Name: _____ Date of Request: ____ / ____ / ____

Property Address: _____ Lot #: _____

Phone Number: (_____) - _____ Email Address: _____

Please print legibly in blue or black ink

EVENT DETAILS

Date of Event: ____ / ____ / ____ Estimated Attendance: _____ Start Time: _____ End Time: _____

Describe the purpose of the event:

The Place at Corkscrew will officially reserve the facility, subject to availability, upon receipt of liability insurance (if applicable), deposit, and rental fee (payable to The Place at Corkscrew Homeowner Association) along with your signed rental agreement.

ASSOCIATION USE ONLY

Payment Information

Security Deposit: \$ _____ Cash Check # _____

Rental Fees: \$ _____ Cash Check # _____

Review

Date: _____ Application: Approved Denied

Signature: _____

Rental Policy Information:

Facility Usage: Rental is for the Homeowner's use only and may not be assigned to anyone. The facility may not be reserved more than one (1) year in advance. No facilities may be used for fundraising purposes without prior approval from the Association. Requests for periodic, regularly recurring use of the facility must be approved by the Association.

Capacity: No event in the facility may exceed thirty-five (35) guests, including the homeowner and their party.

Hours: Facilities may be rented any time during restaurant hours of operation. The facility may not be used past 7 PM. Please allow appropriate time for setup before the event and cleanup after the event. Reservations are limited up to a maximum of four (4) hours, with a minimum of two (2) hours.

Rental Agreement: To reserve any facility, this Facility Use Agreement must be completed, signed, and returned to the Association's Management Company. Residents **MUST** be current on their homeowner dues in order to rent the facility.

Rental Fees: All rental fees and refundable security deposit are due at the time of the application.

Security Deposit: A security deposit of \$250.00 is required for all reservations. All deposits are refundable if the facility is left clean and there is no damage to the facility. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should any damage exceed the deposit, the Association will resort to legal remedies. The decision of whether the deposit shall be refunded is solely up to the Association and will not be refunded until the facility has been inspected by an Association representative.

Reservations: Facility reservations are "first-come, first-served" with priorities given to Association functions. A completed reservation form and subsequent checks are to be received by the Association to finalize a reservation.

Reservation Status: A rental reservation is considered binding after the Facility Use Agreement has been signed by the rental applicant and approved by the Association.

Cleaning: The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Use Agreement. The rental applicant is responsible for removal of all personal articles, decorations, etc. If it becomes necessary for the Association to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the Association.

Food & Beverage: All food and beverage for the event will be provided by the Association's restaurant catering service. No outside food and beverage is permitted. Celebration cakes, specialty desserts, and any ceremonial foods are permitted only after they have been approved by the Association.

Minors: Any rental with participants under the age of 18 is required to have appropriate adult supervision. Parents and guardians shall be responsible for the conduct of the children at all times.

Parking: Limited spaces are available for parking. Vehicles shall not be parked on the grass or in any median. Any damage caused by parking on grass or medians will be deducted from the security deposit.

Personal Property: The Association is not responsible for any valuable or personal property left on the premises. Items may not be brought in the day before the event.

Decorations: No decorations or temporary fixtures may be affixed to any building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage.

Care of Premises: Neither renter nor its guests will cause damage to the premises or permit anything to be done whereby the premises will be in any manner injured, marred, or defaced. Renter is not permitted to make any alterations to the premises. The premises shall be inspected by the Association before and after the event to ascertain any damage which might have occurred during the event or pre/post-production of the event.

Acceptance of Premises: It is understood that the client accepts the premises "As Is." Premises will be returned in the same condition as when first occupied.



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SIGNATURE REQUIRED

You acknowledge that by signing below, you agree to comply with the provisions of this rental agreement. You understand that your security deposit may be forfeited, or you may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of this rental.

You acknowledge that you have carefully read the Rental Policy Information and fully understand that it is a complete release of liability. The Place Master Association, Inc. and its affiliates (The Place at Corkscrew, LLC., Cameratta Companies, PLC Land Development, LLC., ICON Management Services, Inc., and each of their respective subsidiaries, shareholders/members ((as applicable)), owners, officers, directors, partners, agents, representatives, and employees, successors) are not responsible for any injury to you, loss or damage to personal property. You expressly agree to release and discharge the health club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action, and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against The Place Master Association, Inc. or its affiliates for negligence, personal injury or property damage. This entire acknowledgement and waiver is a material inducement to The Place's providing of these services and amenities to you. I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO A JURY TRIAL, AND MY RIGHT TO RECOVER ATTORNEY'S FEES AT ALL LEVELS, INCLUDING APPEALS, ARBITRATION AND/OR MEDIATION. You recognize and acknowledge that there are certain risks of physical injury to participants in any activities, and you voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that you may sustain as a result of said participation. Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force.

Signature: _____

Date: _____

The Association reserved the right to refuse an application for a good cause or to revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible.



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CREDIT CARD AUTHORIZATION FORM

This form is for you to supply The Place at Corkscrew with the credit card information to keep on file for the payment of all services and fees for a Resident hosted event.

Last-minute cancellations must occur no less than 36 hours before the intended start time of the event to avoid a cancellation charge. Any cancellation after the 36-hour window is subject to a \$50 cancellation charge. All penalties are at the discretion of the Association Manager.

Card Information:

Card Type (Circle): Visa / MasterCard / Discover / American Express

Name on Card: _____

Card Number: _____

Expiration Date: _____ **CVV Code (Security Code):** _____

Cardholder Signature: _____

Phone Number: _____ **Email:** _____

Please accompany this form with a copy of your driver's license or photo ID as well as a copy of the authorized credit card listed above. The credit card on file will be placed in a secure file. I hereby authorize The Place at Corkscrew to charge the credit card listed above for the payment of all services and fees. This credit card will be kept on file and will remain in effect until the expiration of the event. Applicants may revoke this credit card on file by submitting a written request to the address at the top of this form, however, a new form must be submitted if any information such as credit card expirations or authorized users is amended. Applicant agrees to pay the cost for any loss and/or damages.

Signature: _____ **Date:** _____



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THE PLACE AT CORKSCREW RENTAL CHECKLIST

This form is to be completed with an ICON Team Member prior to the setup of the event and upon conclusion of each Resident Sponsored Event.

_____ NO SMOKING is allowed in the facility. Please use courtesy when smoking in the designated area(s). Cigarette butts must go in the proper reciprocals.

_____ No pets are allowed in the clubhouse or on the pool deck, with the exception of service animals.

_____ All decorations (balloons, etc.) must be affixed in a manner that does not damage the facility or furniture. Decorations must be completely removed from all interior and exterior spaces.

_____ Unclean room will result in the forfeiture of your entire deposit. Please advise staff of any spills.

_____ If the furniture is moved, please return the furniture to their original positions.

_____ Music to be kept at an appropriate level at all times.

_____ Check to be sure the thermostat has not been tampered with.

_____ Remove all trash and dispose of it in the dumpsters provided outside the facility.

_____ Return the checklist to the Association management staff.

I have completed the ICON Facility Checklist, along with the Room Policy and Procedures and will return this checklist to ICON Management. I have notified Management with photos of any damage to any items on the above-mentioned list, prior to the start of my event.

Signature of Responsible Party: _____ Date: _____

Manager's Signature: _____ Date: _____