

**BONTERRA
COMMUNITY DEVELOPMENT DISTRICT**

BONTERRA CLUB

CLUB SCHEDULE OF
HOURS OF OPERATION
DUES, FEES AND CHARGES
AREAS & FEES FOR RENTAL
RENTAL POLICIES, PROCEDURES AND REGULATIONS
(the “Club Schedule”)

HOURS OF OPERATION

CLUB FACILITY	HOURS
CLUB HOUSE	Monday - Friday: 8:00 am to 8:00 pm* Saturday - Sunday 10:00 am to 8:00 pm*
FITNESS CENTER	Monday - - Sunday: 5:00 am to 1:00 am*
POOL	Monday - Friday: 8:00 am to Sunset* Saturday - Sunday 10:00 am to Sunset*
	*Hours subject to change by District Manager

CLUB DUES, FEES AND CHARGES

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB FEES – Residents ⁽¹⁾	*\$1,166.47
ANNUAL MEMBER CLUB FEES – Non-Residents	*\$1,283.12
SUPPLEMENTAL MEMBER ANNUAL FEE	\$1,166.47
GUEST PASS FEE	\$1,166.47
PERSONAL TRAINER FEE	\$10.00
LEASE APPLICATION PROCESSING FEE	\$50.00
MEMBERSHIP CARD REPLACEMENT FEE	\$15.00
ADDITIONAL MEMBERSHIP CARDS (per Section 1.8 of Club Rules)	\$40.00
LATE PAYMENT FEES	N/A

- * Annual Member Club Fees are calculated on a fiscal year basis based on the District’s fiscal year, which runs from October 1st through September 30th of the following year.
- (1) Residents Club Dues are levied by the District within the residents’ property taxes. Accordingly, the Tax Collector fees and early payment discounts may vary the Residents’ annual Club Fees from the amount set forth above. For purposes of Membership and Annual Fees, there shall be only one Member per Home.

FACILITY RENTAL FEES AND DEPOSITS REQUIRED FOR RENTAL

GRAND ROOM- 4 hours (Available during & after hours, includes Grand Room with kitchen, may be used for all types of events. No other club amenities/areas are included in the rental).

MONDAY- SUNDAY: \$300.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$50.00 Mandatory Cleaning Fee* + \$40.00 per additional hour up to 11:59 pm + attendant after 8:00 pm \$60.00 per hour. 8:00 pm + \$60.00 per additional hour up to 12:00 am.

GRAND ROOM WITH BAR AREA – 4 hours (Available during & after hours, includes Grand Room with kitchen and bar area, may be used for all types of events. No other club amenities/areas are included in the rental.

MONDAY- SUNDAY: \$600.00 Non-Refundable Fee + \$500.00 Deposit (Refundable) + \$50.00 Mandatory Cleaning Fee* + \$40.00 per additional hour up to 8:00 pm + \$60.00 per additional hour up to 12:00 am.

FOR AFTER HOURS EVENTS, RENTER WILL BE REQUIRED TO PAY ADDITIONAL \$15.00 PER EACH HOUR OR PART THEREOF FOR FACILITY RENTAL

~~IF ALCOHOL IS TO BE CONSUMED, A GUARD FEE OF \$45.00 PER HOUR IS CHARGED FOR ALL HOURS GUARD IS PRESENT. AS DETERMINED BY CLUB MANAGER, IF EVENT REQUIRES CLUB FACILITY MONITOR AND POLICE/TRAFFIC CONTROL MONITOR, RENTER WILL PAY ADDITIONAL \$45.00 PER SERVICE PER HOUR. DISTRICT SHALL HAVE THE DISCRETION TO REQUIRE RENTER TO HIRE AN OFF-DUTY LAW ENFORCEMENT OFFICER, FOR WHICH THERE MAY BE A MINIMUM NUMBER OF HOURS CHARGED TO RENTER. IF ALCOHOL IS TO BE CONSUMED, THE EVENT REQUIRES A “FACILITY MONITOR” OR “POLICE/TRAFFIC CONTROL MONITOR” DURING THE HOURS OF THE EVENT. RENTER WILL PAY AN ADDITIONAL \$180.00 PER SERVICE PER HOUR. DISTRICT SHALL HAVE THE DISCRETION TO REQUIRE RENTER TO HIRE, AT THE RENTER’S EXPENSE, ONE (1) OR MORE OFF-DUTY LAW ENFORCEMENT OFFICERS OR SECURITY GUARDS FOR THE DURATION OF THE EVENT.~~

~~RENTER IS ALLOWED TWO (2) HOURS PRIOR TO THE EVENT FOR PREPARATION AND ONE (1) HOUR FOLLOWING THE EVENT FOR CLEANING. THE POST-EVENT INSPECTION SHALL DETERMINE WHETHER ADDITIONAL CLEANING IS REQUIRED, IN WHICH CASE THE FEES COLLECTED MAY BE APPLIED TOWARD SUCH CLEANING. IF ADDITIONAL CLEANING IS NECESSARY, THE CLUB MANAGER, IN THEIR DISCRETION, MAY REQUIRE THE RENTER TO PAY AN ADDITIONAL FEE OF TWENTY-FIVE DOLLARS (\$25.00) PER HOUR. RENTER IS ALLOWED TWO HOURS BEFORE THE EVENT FOR PREPARATION AND ONE HOUR AFTER FOR CLEANING. IT IS IN THE AFTER INSPECTION WHERE IT WILL BE DETERMINED IF ADDITIONAL CLEAN IS REQUIRED IN WHICH CASE THE COLLECTED FEES WILL BE USED. IF ADDITIONAL CLEAN UP IS NECESSARY, IN THE DISCRETION OF THE CLUB MANAGER, SHALL BE \$25.00 PER HOUR THAT WILL BE CHARGED TO THE RENTER.~~

DEPOSIT REQUIREMENT: A deposit is required in advance for all rentals of the Club Facilities. The deposit shall be paid by the Renter in the form of a check or money order and must be accompanied by a copy of the Renter's driver's license. If the Renter fails to cancel the reservation at least fifteen (15) days prior to the event—or such other date reasonably determined by the Club Manager for reservations made within fifteen (15) days of the event—the Club shall retain the full amount of the deposit as liquidated damages. Following the event, if the Club Facility is found by the Club Manager or its representative to be in good order—meaning no damage to walls, the area, or equipment, the Club Facility is clean, and all party materials (e.g., balloons, strings, trash) have been properly removed and disposed of, and the facility is restored to its pre-event condition—the full deposit shall be refunded. If any damage is discovered or if janitorial services or staff time are required to clean or restore the Club Facility, the Club Manager shall apply the deposit toward the cost of repairs and any related expenses for staff or janitorial services. Any remaining deposit shall be refunded to the Renter. Should the deposit be insufficient to cover such costs and expenses in full, the Renter shall remain liable to pay the District the balance due.

~~A deposit is required in advance for all rentals of the Club Facilities. The deposit shall be paid by the Renter in the form of check or money order along with copy of the renter's driver's license. In the event that the renter does not cancel the reservation within fifteen (15) days prior to the event (or such other date reasonably determined by the Club Manager for reservations made within fifteen (15) days of the event), the Club will retain the full amount of the deposit as liquidated damages. If the Club Facility after the event and the inspection by the Club Manager (or its representative attendant) is in good order (e.g., there is no damage to walls, area, or equipment, the Club Facility is clean (including the removal and proper disposal of all party balloons, strings, trash, etc.), and the Club Facility is restored to the condition existing prior to the function), then the full amount of the Deposit shall be refunded. If any damage is found, or if janitorial services or staff time are required to clean or restore the Club Facility, then the Club Manager will apply the deposit to pay all costs of repairs and the expense of janitorial services and staff time in full, with any remaining deposit refunded (provided that if the deposit is not sufficient to pay such costs and expenses in full, renter shall remain liable to pay the District the balance of such costs and expenses).~~

FITNESS CENTER-

May NOT be rented for private functions.

ADDITIONAL REGULATIONS:

- 1. Limited Time to Rent:** Reservations can be made no more than ninety (90) days in advance.
- 2. Fees include:** Fees are just for the area being rented, they do not include chairs, tables, or set up fees. The District may offer tables and chairs for rental during the event at rates set by the District Board. limited to the rental of the Club Area only and do not include chairs, tables, or set-up services. Tables and chairs may be made available for rental by the District at rates established by the District Board.

3. **Inspections:** ~~Inspections are performed~~ shall be conducted within twenty-four (24) ~~hours after the end of your event~~ following the conclusion of the event. It is not required to call District and ask for status of inspection. necessary for the Renter to contact the District to inquire about the status of the inspection.
4. **Deposits:** ~~If a~~ the deposit is made by check or money order, the Club Manager may either cash such the check or money order before prior to the event or hold such check or money order pending the event it pending completion of the event. ~~If the Club Manager holds the deposit check or money order, and no costs and expenses are chargeable against the deposit, then the check or money order will be voided and will be returned to the renter via by mail.~~ If the deposit check or money order is held and no costs or expenses are chargeable against it, the check or money order shall be voided and returned to the Renter by mail. ~~If Club Manager holds the deposit check or money order and costs and expenses are chargeable against the deposit, the Club Manager may cash the deposit and refund any amount due renter by the District check via mail.~~ If Club Manager holds the deposit check or money order and costs and expenses are chargeable against the deposit, the Club Manager may cash the deposit and refund any amount remaining to the Renter by check via mail.
5. **Janitorial:** ~~Renter is~~ shall be responsible for the full clean-up of area the rented area, including, without limitation, this includes the removal and proper disposal of all decorations, balloons, and trash, ~~and~~ as well as the cleaning of floors, kitchen areas, District barbeque grills, and any other impacted surfaces or equipment etc.
6. **Time Slots:** ~~The r~~ Rental of any area Club Area must fit within one of the time frames ("Rental Times") ~~provided~~ established by the Club. Only one (1) event ~~will~~ may be reserved per day.
7. **Holidays:** Room rentals are not available on July 4th, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, and New Years Day.

RULES OF USE FOR THE CLUB CLUBHOUSE AREAS RENTALS

I. GENERAL RULES.

A. The Bonterra Club Facility rental areas are available to the public upon application and acceptance by the Club Manager. For official meetings and official functions of the Bonterra Community Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area.

B. ~~A~~ The Club Area may be reserved only by an applicant in good standing (the "Renter"). Reservation requests must be submitted to the Club Manager no fewer than fourteen (14) days prior to the event and no more than ninety (90) days in advance. s must be requested at least fourteen (14) days prior to event, but no more than ninety (90) days in advance through the Club Manager. ~~Reservations n~~ Reservations n requests shall be accepted on a first-come, first-served basis, recorded by the Club Manager, and entered onto a calendar maintained for such purpose. ~~Requests shall be noted and filed by the Club Manager and marked on a calendar maintained by the Club Manager.~~ No rReservation requests and or

application shall be deemed accepted unless accompanied by payment of all required fees and deposits and submission of a fully executed application form. ~~s are not accepted unless accompanied by payment of all required fees and deposits and receipt of a fully executed application form.~~

C. Written notice of cancellation must be received no later than ten (10) days prior to the scheduled event date and time. ~~Cancellations received less than ten (10) days prior to the scheduled event date and time will result in the forfeiture of the non-refundable rental fee.~~

D. Club Areas may not be used for any profit-making activities. No advertising ~~will~~ shall be permitted, and the Renter shall not impose or collect any admission fee, charge, or other compensation in connection with the event. ~~and no charge or admittance fee will be allowed nor is it to be charged by the applicant for the event.~~

E. The Renter agrees to ~~be remain~~ remain personally in attendance during ~~the all~~ all reserved hours. ~~Only the approved Renter reserving the Club Area may gain access to the Club Area, no more than one (1) hour before the event.~~ Access to the Club Area shall be permitted only to the approved Renter, and no earlier than ~~one~~ two (±2) hours prior to the scheduled event. ~~Approved Renters may gain access to the Club Area by using their swipe cards. —Any change in event plans, including but not limited to, caterer, deliveries or number of guests, must be communicated to and cleared with approved by the Club Manager prior to the date of the event in advance of the event date. Renter agrees to pay all key, swipe key system and lock replacement costs resulting from misuse, loss or damage to the swipe key system, lock, or doors. The Renter shall be responsible for all costs associated with the replacement or repair of keys, swipe-card systems, locks, or doors resulting from misuse, loss, or damage.~~

F. Renter agrees to assume full financial responsibility for any loss or damage to the Club Area, including all the furniture, furnishings, and equipment, and adjacent premises, including the parking lot, arising out of the Renter's use of the Club Area. ~~The Renter shall also be responsible for the conduct of all guests, invitees, contractors, vendors, or other persons employed or engaged by the Renter while on the Club premises, whether inside or outside the building or Club Area. Liability for damages shall not be limited to the amount of any security deposit collected. , as a result of the Club Area use and for the proper conduct of guests or other persons employed or otherwise engaged by Renter while they are on the Club premises, whether inside or outside of the building or Club Area. Such damage amounts shall not be limited to the amount of the any security deposit received.~~

G. Prior to the ~~Renter's use of the Club Area by the Renter,~~ the Club Manager shall conduct an inspection of the premises inspect the Area with using a prepared checklist. The same checklist will be used to re-inspect the Club Area after the event. If the Club Area is returned in its original condition and there are no other charges or rules' violations, ~~no additional charges or rules violations are identified,~~ the security deposit shall be refunded. If the Club Area is not returned in its original condition, or there are other charges, damages or loss sustained if damages, losses, or additional charges are sustained, ~~those costs and charges will~~ such costs shall be deducted from the security deposit. ~~If there are~~ In the event

of covenants or rules' violations, the security deposit will be withheld until after a rules' violation pending the outcome of a rules violation hearing and a determination as to whether charges will be assessed. hearing has been held and a decision rendered as to whether charges will be assessed. Any difference over the original deposit will be charged to the Renter and shall be payable on demand. Any costs or charges in excess of the security deposit, shall be the responsibility of the Renter and shall be payable upon demand.

H. Furniture and furnishings may not be removed from the Club Area and, ~~At the conclusion of the event, all furniture and furnishings must be returned to the same their original positions and conditions and in their original condition~~ as prior to the event.

I. All events shall be confined to the reserved Club Area, except for use of nearby restroom facilities. reserved. However, use of nearby restroom facilities is permitted. The Renter shall inform Renters must advise their all guests of the Club Rules and Regulations, the guest parking areas available available guest parking areas, and that spaces parking spaces are provided on a first-come, first-served basis. All guests shall ~~must go~~ proceed directly to the reserved Club Area where the event is being held. ~~No loitering or creating disturbing noises in the common areas shall be permitted is strictly prohibited. In no instance Under no may circumstances may parties or gatherings extend into hallways or any other Club Areas within or outside of the building. These other common area facilities adjacent to the Club Area may be used by other Club users while a Renter's function is in progress in the Club Area. Adjacent common area facilities may continue to be used by other Club users while a Renter's event is in progress.~~

J. The number of persons ~~in attendance permitted~~ in the Club Area is ~~limited by~~ shall not exceed the posted number capacity in accordance with, according to the Miami-Dade County, State and other applicable Fire Codes.

K. Parties or events for minors under the age of eighteen (18) years of age are required to be continuously chaperoned by the Renter hosting the event must be continuously supervised by the Renter hosting the event. A minimum of tTwo (2) adult chaperones are required for every ten (10) minors in attendance. Renter and chaperone(s) must be remain present throughout the entire event for the entire duration of the event.

L. Smoking is prohibited in the Club Areas, restrooms, or elsewhere within the Clubhouse. The use of smoke, fog, and or similar machines and or devices is strictly prohibited. The uUse and/or availability of alcoholic beverages will be in accordance with the all applicable Florida State and Miami-Dade County Alcoholic Beverage Control laws, including, without limitation, prohibitions on the sale or exchange of money for alcohol and the provision of alcohol to persons under twenty-one (21) years of age. (no monies allowed to be exchanged, no alcohol for persons under twenty one (21), etc.)

M. Use of the Club Areas and all facilities by Renter and all guests must ~~be at all times in compliance with Federal, State and local laws, statutes and ordinances as well as all Club Rules, including these Rules.~~ at all times comply with all applicable Federal, State, and local laws, statutes, and ordinances, as well as all Club Rules, including these Rules.

Renters shall not permit the use of the Club Areas or any other Club property for any unlawful purpose, nor ~~will~~ shall any act be performed or permitted ~~which will~~ that unreasonably interferes with the rights, comforts, or convenience of other Club users. ~~Renter will maintain volume of music and noise at a level sufficiently reduced so as not to disturb other Club users.~~ shall ensure that music and noise levels are maintained at a volume that does not disturb other Club users. Loud amplified music is prohibited. Playing of loud amplified music is not permitted. Speakers must be placed on tables or elevated stands away from walls to ~~reduce~~ minimize the transmission of sound and/or vibrations to adjacent ~~parts of the building~~ areas. Foam rubber pads or other ~~similar~~ acoustical materials must be placed beneath each speaker. The Club Area's doors and windows must remain closed during any event or function.

N. Renter agrees that any decorations or the decorating ~~or of~~ of the Club Area ~~must~~ shall be ~~done~~ conducted in a manner ~~so as not to~~ that does not cause ~~any~~ damage to any area of the Clubhouse. Decorations ~~must~~ shall not be attached to or hung from any sprinklers, ceilings, lights, walls, or wallpaper and must be fire-resistant. The use of tape, nails, tacks, staples, ~~and or~~ any substance or item ~~which that~~ may cause permanent damage ~~are not permitted~~ is strictly prohibited on to be used to attach decoration or other items to the walls, doors, door trim, windows, furniture, or any other surfaces within the Club Area.

O. Renter agrees to remove and properly dispose of all personal property immediately after following the event, including, without limitation, such as dishes, foods, bottles, trash, and decorations, etc., and to leave the Club Area and adjacent premises ~~in good conditions similar to that of the original condition of the Club Area and adjacent premises prior to the function~~ in a condition comparable to their original state prior to the event. Nothing ~~should~~ shall be left in the refrigerator, ~~and the garbage disposal must be empty.~~ The Club Area must be cleaned and restored to its pre-event condition by the Applicant one (1) hour after the event. Renter shall clean and restore the Club Area to its pre-event condition no later than one (1) hour after the conclusion of the event. ~~Arrangements must be made with the Club Manager concerning delivery and removal of any rented tables, chairs, or catering items if unable to be picked up by the rental company immediately following the function or if after 11:00 P.M. must be removed by 10:00 A.M. the following day.~~ Arrangements for the delivery and removal of any rented tables, chairs, or catering items must be coordinated with the Club Manager. Items that cannot be picked up immediately following the event or that remain after 12:00 AM must be removed by 10:00 AM the following day. Deliveries and removal of food, tables, musical equipment, or caterers providing service, will be permitted during ~~certain~~ the hours from ~~of~~ 9:00 A.M. through 8:00 P.M. on weekdays. Renter must be present to ~~deal and meet with the rental or service companies for delivery or pick up.~~ receive or coordinate with any delivery service personnel.

P. The ~~District Club Owner and Club Owner,~~ District Manager, Club Manager, ~~and its~~ their agents ~~will~~ shall not be responsible for ~~the any~~ any loss or damage ~~of any~~ to personal effects, dishes, equipment, decorations, ~~or~~ food. Any personal property or items left unattended after the event ~~will~~ shall be ~~considered~~ deemed abandoned and ~~will be removed for disposal.~~ may be removed and disposed of at the District's discretion.

Q. All music and noise-making activities must ~~stop~~cease by the prescribed closing hour. The Club Area must be returned to ~~their~~its original condition, vacated of ~~people~~all persons, with lights turned off ~~lights out~~ (except for one ~~which should be left on~~), light left on, window shades ~~placed in the up position~~raised, the room secured, and the door locked by the ~~prescribed~~designated closing hour~~time~~. Adjacent restrooms ~~should~~shall be left in the same condition as ~~they were in prior to the event with lights out~~prior to the event, with lights turned off.

R. The District, District Manager~~Club Owner~~ and Club Manager each reserve the right, at any time prior to or during the ~~function event~~, to ~~immediately~~ revoke the approval granted herein, ~~and immediately~~ suspend the Renter's and guests' right of to use of the Club Area, and require the immediate vacating of the premises if it is determined that any misrepresentations were made in the rental application, or if there is any violation of the District's Association's declarations or rules, damage to the Property, or violation of any Federal, State, or local law, statute, or ordinance. ~~by the Renter and his or her guests and require Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the rent agreement or if there is any violation of the Association's declaration or rules or damage to property or violation of any Federal, State or local laws, statutes or ordinances.~~ Such revocation, suspension, and requirement to vacate shall ~~and vacation of the premises will also result in no refund of the use fee and shall be within the sole discretion of the District, District Manager~~Club Owner or Club Manager. ~~Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the Club Owner or Club Manager.~~ If the Renter fails to abate noise, excessively loud music, ~~or any other disturbing activities when requested to do so~~, the District Manage~~Club Owner~~ ~~and or~~ Club Manager are ~~each~~is authorized and directed to immediately revoke ~~the approval, suspend the Renter's right of use,~~ require vacating of the Club Area, and/or contact local law enforcement. ~~and vacate the Club Area and/or to call the local police.~~ A partial refund of the use fee~~rental fee may be granted at the discretion of the~~ ~~is in the Club Manager's discretion if~~Manager if use is suspended for reasons other than ~~rules' violations~~rules violations or property damages. The full security deposit and ~~userental~~ fee may be refunded if the Club Area use is suspended prior to the start of the event, or if the application is not approved, provided there are no rules violations or damages, except as otherwise provided herein. ~~in the absence of rules' violations or damages, prior to the start of the function or if the application is not approved, except as otherwise provided herein.~~

S. The Club Manager and District Manager~~Club Owner~~ shall have free access to the Club Area and all adjacent facilities at all times.

T. All trash and garbage ~~should~~shall be properly bagged, ~~and sealed,~~ and deposited in the ~~outside~~exterior trash dumpster. Any ~~Spilled~~ liquids or food must be cleaned from the floors, counters, walls, furniture, or other surfaces.

U. The use of candles ~~and~~ open flames, ~~and the cooking of food using~~with open fire, flame, or stove is strictly prohibited. Food warming trays may be used only under the ~~strict~~

direct supervision of a caterer or designated attendant and must be removed from the premises at the conclusion of the event.

V. Violation of any provision of the Club Rules and Regulations, including this Club Schedule, constitute grounds for Club Manager to prohibit a Renter from using the Club Area for a period of one (1) year and ~~suspension to suspend the Renter's of the use of other services and Club facilities~~ Club services and facilities for up to one (1) year ~~for rules violation.~~

W. Renter assumes sole and ~~total full~~ responsibility for any property damage, injury or accident to any person arising ~~out of from the use of~~ the Club Area ~~use.~~ Renter further agrees, ~~on behalf of itself and its itself, its~~ guests, ~~and invitees to indemnify, reimburse defend, and hold harmless the and hold the~~ Club Owner and Club Manager ~~harmless for from and against~~ any and all violations of ~~any and all~~ Federal, State or local laws, statutes or ordinances, and to ~~indemnify, reimburse and hold the Club Owner and Club Manager harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorneys fees, arising out of or related to Applicant's and his or her guests' or invitees' use of the Club Area.~~ as well as any losses, damages, causes of action, claims, proceedings, or injuries, including reasonable attorney's fees, arising out of or related to the Renter's or its guests' or invitees' use of the Club Area,

X. No pets shall be permitted in the Club Areas, except for trained service animals as defined in Section 413.08, Florida Statutes., ~~except trained service animals, as defined in Section 413.08, Florida Statutes, are permitted in the Club Areas.~~

Y. Any rented Club Area ~~that is rented~~ must be cleaned after use, with all trash and debris properly bagged and properly disposed of. The Club does not provide any trash bags for the ~~party~~ event.

Z. The Club Area will be available for use only between the hours of 8:00 A.M. - ~~12:00~~ 0059 AP.M. Under no circumstances will time be extended past ~~12:00~~ 0059 APM.

AA. The District Manager may, in its reasonable discretion, ~~waive or amend any of the above requirements; in its reasonable discretion, provided, however, that any such waiver or amendment must be in writing and executed by both such waivers must be in writing and signed by the~~ District Manager and the Rrenter.

BB. The forms of the Facility Rental Agreement, Clubhouse Areas Inspection Form, and Access Card Control Information Sheet attached ~~below~~ hereto are approved for use by the Club Manager.

FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE CLUB ADMINISTRATIVE OFFICES FROM MONDAY-FRIDAY 8:00 AM -12:00 PM
YOU MUST HAVE AN APPOINTMENT IN ORDER TO RESERVE A DATE

BONTERRA CLUB
Club Facility Rental Agreement
Bonterra Community Development District

This Agreement is by and between **Bonterra Community Development District** (the “**District**”) and a **Renter** who is further defined as a: *(check one)* *Bonterra Club Member* _____ *or Annual Member* _____. This Agreement is for the rental of a portion of the “**Bonterra Club**” facility, to be used for a private function (the “Club Facility”), and shall be subject to the terms and conditions set forth in the “*Bonterra Club ~~Club~~ Rules and Regulations*”(referred to in this Agreement as the “Club Rules and Regulations”), which document is attached hereto and made a part hereof and the “*Bonterra Club ~~Club~~ Schedule Of Hours Of Operation, Dues, Fees And Charges, Areas & Fees For Rental, Rental Policies, Procedures And Regulations*” (referred to in this Agreement as the “Club Schedule”), which document is attached hereto and made a part hereof. To the extent of any conflict between the terms of this Agreement and the terms of the Rules and Regulations and Club Schedule, the terms of the Rules and Regulations shall prevail over the terms of the Club Schedule and this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Renter: (print clearly) _____

Phone: Home _____ Work: _____ Cell: _____

Account Number: _____

Renter’s Address: _____

Date of Function: _____ Time From _____ To _____

1. **Club Facility** (s) being requested:

A. Grand Room _____

B. Bar Area _____

(Note: use of fitness center is prohibited)

2. **Purpose** of rental: _____

Number of people expected to attend this function: _____
(65 person max for Grand Room)

Renter will:

Serve Food: Yes _____ No _____

(Note: The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes _____ No _____

(Note: Alcohol is not to be sold on the premises at any time.)

Provide Music: Yes _____ No _____

If "Yes" state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of the District's Club Manager.

Reservations will be granted on a first come, first served basis.

Time Slots for Reservations (Four (4) Hours each):

Monday - Friday

8:00 AM - 2:00 PM _____

3:00 PM - 12:00 APM _____

Saturday - Sunday

10:00 AM - 4:00 PM _____

5:00 PM - 12:00 APM _____

Other: _____

3. Fee Schedule & Usage: See Attached Rental Schedule

4. Reservations, Applications, Payment of Fees:

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The Club Manager may not accept an application or confirm reserved space without receipt of one hundred percent (100%) of the Deposit and Rental Fees. Rental Fees and Deposits must be received at least fourteen (14) days in advance of the function event to allow time for bank clearance of the checks. Shorter time frames will require cashier's checks, certified checks or money orders. Payments are made to: "Bonterra Community Development District."

5. Deposit Refund, Inspection:

If, upon conclusion of the event, the Club Facility ~~being rented~~ and any other Club Areas utilized are left in acceptable ~~condition~~ condition, ~~after the event~~, no free of damage or loss, and without infraction of the Rental Schedule, as determined by the Club Manager through inspection, the Deposit shall be fully refunded. The District Office shall refund the Deposit, or other applicable portion thereof, within thirty (30) days following receipt of the executed Cleaning & Usage Checklist. ~~has occurred, and there have been no infractions of the Rental Schedule as deemed by the Club Manager's inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the District Office within thirty (30) days after receipt of the signed "Cleaning & Usage Checklist" inspection form.~~ The Renter ~~is entitled~~ shall have the right to be present during ~~that~~ the inspection. If the

~~Renter is not present during the inspection~~In the event the Renter does not attend., the Club Manager ~~will~~ shall mail a copy of the ~~final~~ completed inspection, based upon the “Cleaning & Usage Checklist,” to the Renter.

The Renter is responsible for the repair or replacement of any and all Club property, whether located indoors and/or outdoors, that is damaged, destroyed, -or lost during the function. ~~This~~ Such responsibility shall remain in full force and effect until the Club Manager ~~completes its portion of the~~ has completed the “Cleaning & Usage Checklist” inspection form and ~~the facility(s) keys are returned.~~ all facility keys have been returned.

In accordance with these policies, the Renter ~~is also~~ shall be responsible for cleaning ~~that the~~ portion of the Club Facility and any other impacted Club Areas used after use following the event. The Renter ~~is still responsible for removing~~ must remove all event-related debris and trash from the premises and ~~its proper disposal immediately following the function~~ ensure its proper disposal immediately upon conclusion of the event.

All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the conclusion of the ~~function~~ event.

6. **Additional Renter Responsibilities:**

- a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.

~~At the discretion of the Club Manager, Renters may be required to pay a reasonable hourly fee for a Club Manager appointed “facility monitor” or “police/traffic control monitor” during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the Club Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility’s rental. If alcohol is to be consumed, the event requires a “facility monitor” or “police/traffic control monitor” during the hours of the event. Renter will pay an additional \$180.00 per service per hour. District shall have the discretion to require Renter to hire, at the Renter’s expense, one (1) or more off-duty law enforcement officers or security guards for the duration of the event and would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the Club Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility’s rental.~~

- b) Under no circumstances may shall Renter or Renter’s guests mark, damage, or otherwise alter the walls, ceilings, -and furnishings, or other surfaces of the Club Area, including but not limited to, the use of decorations, signs, tape, tacks, or other similar items. in any way, to include decorations, signs, tape, tacks, etc.

- c) All guest cars-vehicles must be properly parked in the designated parking lot areas only. PARKING ON GRASS IS STRICTLY PROHIBITED. The parking and

driveway must remain free of event-related debris and shall be cleaned following the event. Any damage to the irrigation system, landscaping, or other property caused by improper parking or debris shall be the responsibility of the Renter and will be back-charged accordingly. and the parking and driveway area must be clean of any party related debris after the function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be back-charged to the Renter.

- d) Renters and their /or guests are ~~absolutely NOT allowed~~ instructly prohibited from using the Swimming Pool, Fitness Center or Club lounge areas during any function.
- e) Closing time for private functions is 12:0059 APM (midnight), if-unless otherwise extended with prior approval. Required cleaning must be completed before check-out time at 10:00 Aa.Mm. on the morning after following the function, unless alternative arrangements have been made with the Club , or by other arrangements made with the Club Manager-Manager. For sShort-term rRentals (four (4) hours), all required cleaning must be completed within the rental period unless a cleaning service has been scheduled. -shall be cleaned within the rental period, unless a cleaning service is scheduled.

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the Renter to appear before the District Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board, abused the terms of this Agreement, the Rules and Regulations or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board for its decision. If there is property damage in excess of the Deposit, the Board reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Club Facilities, Club Property and Association Common Areas which may occur as a result of this function and rental.

This AGREEMENT entered into on (date) _____

Photo ID is required, one or two forms of ID may be required by the Club Manager:

Signature of RENTER: _____

If a corporation, print name of above signature _____ Title: _____

Name of Club Manager _____

Signature _____

Copy of Renter's Photo ID attached: _____ Copies of 2 separate checks attached: _____

BONTERRA CLUB Clubhouse Areas Inspection Form

	Pre-Event Inspection	Post-Event Inspection
1. Exterior Doors	_____	_____
2. Women's Bathroom	_____	_____
3. Men's Bathroom	_____	_____
4. Kitchen	_____	_____
Floor	_____	_____
Counter Top/Sink	_____	_____
Cabinet's	_____	_____
Appliances	_____	_____
5. Carpeting	_____	_____
6. Furniture Sofa	_____	_____
7. Furniture Loveseat	_____	_____
8. Coffee/End tables	_____	_____
9. Chairs and tables	_____	_____
10. Interior Decor	_____	_____
11. Walls	_____	_____
12. Windows	_____	_____
13. Interior Doors	_____	_____
14. Interior window shades	_____	_____
15. Exterior (rails, plants, etc.)	_____	_____
16. Others	_____	_____
Comments:	_____	

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent
Bonterra Community Development District

Post-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Post-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent:
Bonterra Community Development District

**BONTERRA COMMUNITY DEVELOPMENT DISTRICT
BONTERRA CLUB**

ACCESS CARD CONTROL INFORMATION SHEET

Applicant(s):			Access Card # 1	Access Card # 2
Property Address:			Access Card # 3	Access Card # 4
Home Phone #		Work Phone #		
Cellular Phone #		Email Address, if any		
Mailing Address (if different)				
City		State		Zip Code
Immediate Family Members				
Last	First	Age	Relationship	Day Phone #, if diff
Name of Approved Lessee(s) (if Applicant is resident within the District):				
Home Phone #		Work Phone #		
Cellular Phone #		Email Address, if any		

I **authorize** my Lessee(s) to have an Access Card(s) on my behalf. Yes ___ No ___
N/A ___

Applicant Signature: _____ Date: _____

With the signing of this form I acknowledge that I have received the Access Card(s) stated above and that if my card is lost I will contact the Club Manager immediately to

terminate the card from the system. In addition, if there is a change in tenant I will collect the card from the previous Lessee and inform management.

_____ Date: _____
Signature of Applicant

Print Name: _____

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