c/o Elliott Merrill Community Management Attn: Jonna Streeter 835 20th Place Vero Beach, FL 32963 jonnas@elliottmerrill.com P: (772) 569-9853 – F: (772) 569-4300

Mail or deliver this signed application and a check for three hundred dollars (\$300.00) made payable to Fairways at Grand Harbor to Jonna Streeter at Elliott Merrill. The rental fee is fifty dollars (\$50.00) and the refundable security deposit is two hundred fifty dollars (\$250.00).

| (Circle one) Owner Tenant   | Building                        | Unit                  |
|---|---------------------------------|-----------------------|
| Name:   |                                 |                       |
| Fairways Address:   | Cell:                           |                       |
| Email:  | Reservation date:               | Hours fromto          |
| Purpose:  | # of Attendees:                 | (25 MAXIMUM)          |
| Address to mail deposit check:  |                                 |                       |
| Signature of Applicant  | nt, the Unit Owner must comp    |                       |
| I give my approval for my Tenant n<br>to be solely responsible for any da<br>fails to make restitution to the Ass | mages, fees or charges to the C | lubhouse if my Tenant |
| Signature of Owner  |                                 |                       |
| Date/Phon   | e Number:                       |                       |
| Address   |                                 |                       |

PLEASE NOTE: A Tenant's application will only be accepted if a copy of the current Fairways at Grand Harbor Residential Lease Agreement is on file with the Association and the Unit Owner's condo fees are current at the time of this application. The Association reserves the right to terminate any Event which, in the sole judgment of the

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Board of Directors, is inappropriate or results in unlawful conduct which violates the Association Rules and Regulations.

Board of Directors and Committee meetings and functions available to all residents shall have first priority for use of the Clubhouse. All decisions relative to the use of the Clubhouse are the sole responsibility, and at the discretion, of the Board of Directors.

The Clubhouse is primarily for the enjoyment of all residents and Association events. The use of the Clubhouse for a Special Event by a Unit Owner is a privilege, not a right. Only Owners who are in good standing and whose condo fees are current will be eligible to use the Clubhouse for a Special Event. Good standing means that the Owner is not in violation of any of the condominium documents or the Rules and Regulations.

Unit Owners and Tenants may make application to use the Clubhouse for a Special Event on a first come, first served basis, upon payment of the rental fee and refundable security deposit. If for any reason, the Clubhouse becomes unusable for the date of your Special Event, the Association assumes no responsibility other than to notify you of the cancellation of your Event. Board of Directors approved Special Event shall be logged in by the Property Manager and placed on the Fairways at Grand Harbor website calendar.

The Clubhouse CANNOT be used for:

- a. Any public event or where the public is invited.
- b. A fundraising event.
- c. The selling of any product or service.
- d. Non-residents or third parties.
- e. An outside organization of any kind.
- f. A commercial purpose.
- g. A business purpose.

Applicant and guests use the Clubhouse at their own risk. The Association is not responsible for any accident, injury or loss incurred in connection with the use of the Clubhouse. Applicant agrees to indemnify and hold harmless the Association, Property Management and all Unit Owners for any injury or damage to guests, vendors, persons or property occurring in connection with this Event. The Clubhouse facility is under video surveillance. All activity is taped and violations will be prosecuted.

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The use of the Clubhouse by Owners and Tenants for their Event is non-exclusionary. Residents may use the Clubhouse, covered patio, library, billiard room, card/meeting rooms and computer room during your Event. You may not interfere with the rights, comforts, convenience, or peaceful enjoyment of the Clubhouse by residents during your Event. You may not request any resident to vacate the Clubhouse during your Event. If your Event needs to be private, you need to use another facility.

Your Special Event use is restricted to the upper level of the Clubhouse which includes the great room, covered patio, kitchen and restrooms. Do not prop open any Clubhouse doors. The library, billiard room, card/meeting rooms, computer room, pool and spa area, exercise room, and tennis courts are not included and shall not be used in conjunction with your Event. Do not allow guests to wander on the lower level or on Fairways property.

Application for use of the Clubhouse for Special Events should be made a minimum of ten (10) days and a maximum of (60) days prior to the Event. The Clubhouse may be used from 10:00 A.M. to 9:00 P.M. You need to clean the Clubhouse and depart by 10:00 P.M.

**APPLICANT:** The Applicant, as host of the Special Event, must be in continuous attendance and shall insure appropriate behavior of all guests at all times.

**YOUR SPECIAL EVENT TIME:** Your Event must begin and end at the time allotted. At your expired time, all guests must leave. Applicant shall clean and restore the Clubhouse to its pre-event condition. Applicant and all guests must depart the Clubhouse by 10 P.M., the closing time of the Clubhouse.

**PARKING:** Guest parking is restricted to the open thirteen (13) parking spaces at the Clubhouse. These parking spaces may still be used by residents. Your guests shall not drive their vehicles through the Fairways gates. No guest parking is allowed on any grass areas of Fairways or on Indian River Boulevard. Damage to the sod and/or irrigation system will be charged to the Applicant. Carpooling by your guests is highly recommended.

**FOOD & DRINK:** Food and drink may be taken outside to the covered patio. No outdoor cooking is permitted. Leftover food and beverages must be removed immediately after the event. The use of alcoholic beverages shall be in accordance with Indian River County and Florida State Laws. No Effective Date: October 25, 2018

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underage drinking of alcoholic beverages. The consumption or serving of alcoholic beverages is done at the risk of the Applicant. No beer kegs.

**DECORATIONS:** NOTHING shall be attached to the walls.

**MUSIC** / **NOISE**: Music and noise of any kind must be kept at a level not to be heard in the pool area or Units. The Applicant shall ensure that there are no loud noises from the guests on the covered patio and while arriving or departing the Event.

NO SMOKING AND NO PETS ARE ALLOWED AT THE CLUBHOUSE AND/OR THE COVERED PATIO.

**CLEAN UP:** At the conclusion of your Event, clean-up is the Applicant's sole responsibility. The Clubhouse shall be cleaned to its original, clean and orderly condition, with the furniture and all property and equipment returned to its original location. Applicant must supply their own cleaning supplies, trash bags, paper products, and cleaning equipment such as a vacuum cleaner, mop, and broom.

**KITCHEN:** Empty and clean the refrigerator, sink, dishwasher and garbage disposal. Clean the stove, oven and microwave. Clean counters, cabinets and bar chairs. Remove all trash.

**BATHROOMS:** Clean mirrors, counters and sinks. Sweep cubicles. Flush toilets. Remove all trash.

**FURNITURE:** Return all furniture to its original position. Wipe down stackable chairs and tables. Return all chairs and tables to the storage area.

**FLOORS AND CARPET:** Vacuum the carpet. Clean the floors. Remove all trash.

**TRASH:** Bag all trash and dispose of it in the dumpster.

**DEPARTURE:** Remove all personal belongings. The Association is not responsible for any loss of personal effects, dishes or food. Any items left at the Clubhouse will be considered abandoned and disposed of by the Association. Turn off all lights and other electrical equipment. Secure all doors.

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SECURITY DEPOSIT REFUND POLICY: The deposit is refundable upon confirmation that the Clubhouse was left undamaged, clean, and in good condition and that the above Rules and Regulations have been observed. The Applicant's two hundred fifty dollars (\$250.00 Security Deposit will be forfeited for violation of any of the Rules and Regulations in this APPLICATION TO USE CLUBHOUSE FOR SPECIAL EVENT.

I agree that I will accept full responsibility for use of the Clubhouse during the time stated in this Application. If it is determined that the premises need cleaning after my event, I agree to pay a cleaning fee. If it is determined that repairs need to be made, I agree to pay for such repairs. I agree that a decision of the majority of the Board of Directors that cleaning and/or repairs are needed will be binding.

I have read and fully understand the conditions of this Application, the Rules and Regulations and that my security deposit will be used to cover any damages and/or violations of the Application agreement.

Date \_/\_\_\_

Signature of Unit Owner\_\_\_\_\_

| Signature of Tenant    | Date// |
|------------------------|--------|
| For office use only:   |        |
| ☐ Check received:      | Notes: |
| ☐ Approved by:         |        |
| ☐ Clubhouse inspected: |        |
| ☐ Deposit returned:    |        |
|                        |        |

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