



3660 Seven Seas Dr., Naples, FL 34119, 239-331-7535

Recreational Facilities Rental Agreement

This rental Agreement ("Agreement") is entered into this ___ day of ___, 20___ by and between Riverstone at Naples Homeowners Association, Inc. ("Association") and

____ ("User") of _____

(Insert name of Owner/Resident)

(Property Address)

Email: _____ Cell Phone #: _____

Reserved Area: _____

Reserved Date: _____

Reserved Time: (MAX 4 HOURS) Start Time: _____ am/pm to End Time: _____ am/pm

Function: _____

To be held on the reserved area on the reserved date during the reserved time.

Will Alcohol be served? Yes or No

Maximum Number of Guests: _____

Vendor (s): _____ COPY OF INSURANCE CERTIFICATE REQUIRED

Vendor Contact Name/Phone: _____

Caterer: _____ Phone #: _____

Security Deposit Amount: _____ Date: _____ Check #: _____

Rental Fee, Guard & Cleaning Amount: _____ Date: _____ Check #: _____

Security Deposit Refund \$ _____ Date: _____

Security Guard Start Time _____ End Time: _____

The User is hereby granted the exclusive use of the Reserve Area on the Reserved Date and during the Reserved Time set forth above, subject to the terms, conditions and obligations set forth in this Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agreed to by User and Association.

Signature: _____

Initials:-----



Recreational Facilities Rental Rates & Availability

1. Picnic Pavilion and Field:

Rental & Cleaning Fee:

Deposit:

Maximum # of Guests: Availability:

Cleaning:

\$300.00 for 1-4 hours (Includes set up and breakdown time)
\$350.00
30
The Party Pavilion will be available to homeowners no more than four (4) times per month, as determined by the social director. Reservations are for Indoor Sports Complex ONLY and use of other facilities during rental will result in forfeit of security deposit. Use of the kitchen is only available if not already in use by another function in the Social Hall.

2. Social Room and Kitchen:

Rental & Cleaning Fee:

Deposit:

Maximum # of Guests: Availability:

\$450.00 for 1-4 hours (Includes set up and breakdown time)
\$500.00
60
The Social Room and Kitchen will be available to homeowners no more than four (4) times per month, as determined by social director. Reservations are for Social Room and Kitchen ONLY and use of other facilities during rental will result in the forfeit of security deposit.
*Room must be returned to how you found it, including removing trash)

3. Indoor Sports Complex:

Rental & Cleaning Fee:

Deposit:

Maximum # of Guests: Availability:

\$350.00 for 1-4 hours (Includes set up and breakdown time) \$150.00
\$350.00
150
The Indoor Sports Complex will be available to homeowners no more than four (4) times per month, as determined by the social director. Reservations are for Indoor Sports Complex ONLY and use of other facilities during rental will result in forfeit of security deposit. Use of the kitchen is only available if not already in use by another function in the Social Hall.

4. Arts & Crafts Room

Rental & Cleaning Fee:

Deposit:

Maximum # of Guests: Availability:

\$400.00 for 1-4 hours (Includes set up and breakdown time)
\$350.00
150
The Indoor Sports Complex will be available to homeowners no more than four (4) times per month, as determined by the social director. Reservations are for Indoor Sports Complex ONLY and use of other facilities during rental will result in forfeit of security deposit. Use of the kitchen is only available if not already in use by another function in the Social Hall.

5. Misc.

Security Guard

\$20.00 per hour (Required for events servings alcohol and / or at the discretion of the Social Director)

Recreational Facilities Reminders

- Rental must be booked and approved at **least two weeks in advance**.
- Checks for deposit and rental plus cleaning and guard must accompany the rental application. Checks need to be payable to Riverstone HOA
- Resident must be always present during the rental period.
- Please supply the gate house with a list of all guests (alphabetized).
- Return the rental area as you found it. (Clean and remove all trash.)
- Deposit checks will be refunded after the room/area is inspected.
- Doors to the clubhouse are not to be propped open (Front doors or doors leading to pool deck)
- Parties are not allowed to spill out on pool deck.
- **Pool parties are not allowed.**
- Furniture is not to be removed or rearranged without permission.
- Dumpster in the parking lot is to be used for removing trash after your event.
- Rentals are for 4 hours or less.
- The clubhouse must be closed by 10PM. All guests removed and cleanup done by 9PM.
- Guests attending your private event must not be allowed to use other rooms.
- If alcohol is being served, a guard must be hired. The guard will not be “camped out” in the room but will roam the area. They are responsible for notifying us when there is inappropriate behavior in the area.
- Only adult residents in good standing order with the association may rent the facilities.
- Services and equipment not permitted include snow, foam, or confetti; moving rides or mechanical amusement rides, trampolines, or bungee rides; use of live animals; any vertical slides or water slides that are NOT flat; or any other activity the Social Director deems unsafe or destructive to people or property.
- Rental of the Recreational Facilities is subject to availability and execution by user and the Association of the Association's Recreational Facilities Rental Agreement. Rental Agreements will be processed in the order received and will only be accepted with submitted checks.
- The Social Director will not permit any of the Recreational Facilities to be rented when there is a regularly scheduled or special event or happening scheduled to occur in or about the Clubhouse.



1. **Rental Fee:** As consideration for the exclusive use of the Reserved Area, the User agrees to pay Association the Rental Fee. Except as otherwise specifically provided herein, the Rental Fee will constitute a non-refundable fee to the Association for the use of the Reserved Area.
2. **Deposit Fee:** In addition to the Rental Fee, User is required to pay the Security Deposit. The Security Deposit shall serve to protect the Association against damages to the community facilities within Riverstone caused by the User, its family members, guests, invitees, employees, vendors, and agents (collectively the "Attendees"). It is also to protect the rules and regulations set forth within this agreement that all information outlined is adhered to. **The deposit will be refunded to User, in full, unless in the sole discretion of the Association, it is determined that damages have been caused to any portion of the community facilities or if the Reserved Area is not left in a clean condition and/or the rules within this agreement are breached.** Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the community facilities exceeds the Security Deposit amount. If, after inspection by Association, the Reserved Area is deemed to be in good order and no damage has been caused to any of the other community facilities by User and/or the Attendees, and the rules and regulations set forth within this agreement are adhered to, the full amount of the Security Deposit shall be refunded to User by the Association within fifteen (15) days after the Reserved Date.
3. **Payment of Fees:** The Rental Fee and the Security Deposit must be paid no less than fourteen (14) days prior to the Reserved Date. The Association has right to terminate this Agreement and enter into an agreement with other residents within Riverstone for the use of the Reserved Area in event User fails to timely pay the Rental Fee and the Security Deposit. Upon such termination by the Association, the User will no longer have the exclusive right to use the Reserved Area on the Reserved Date.
4. **Indemnification:** User hereby expressly releases, indemnifies, defends and holds harmless the Association and each of its officers, directors, representatives, agents and members from and against any and all claims, causes of actions, losses, damages, injuries, liabilities, costs and expenses, including without limitation, Legal Fees (as hereinafter defined), arising from, related to or in any way connected with the use by User and/or the Attendees of the Reserved Area and any of the community facilities. User further expressly releases, indemnifies, defends and holds harmless the Association and each of its officers, directors, representatives, agents and members from and against any and all claims, caused of actions, losses, damages, injuries, liabilities, costs and expenses, including without limitation, Legal Fees (as hereinafter defined) which may be sustained by User and/or the Attendees. User understands and agrees that the use of the community facilities described herein is at his/her/their own risk.
5. **Insurance:** User hereby agrees to assume all responsibility for insurance respecting the community facilities during use under this Agreement and to assert no claim of coverage under any insurance policy of Association during the period of such use. Proof of Owner's Insurance Coverage or Renter's Insurance Coverage, as applicable, shall be a condition precedent to this Agreement. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder. Association has the right to require that any policy of insurance specifically include the Association as an additional insured.
6. **Attendance: User must be in attendance at the Function and act as a responsible supervisor at all times, without exception.** User is to ensure that all Attendees abide by all Rules and Regulations of the Association. No more than the Maximum Number of Guests, as set forth above, shall be permitted in or around the Reserved Area in connection with the exclusive use granted herein. User shall ensure that neither the Attendees nor the activities involved disturb or interfere with any other function or the use of other community facilities by other residents and their guests.
7. **Damage to Community Facilities and Reserved Area:** User shall not injure, nor mar, or in any manner deface any portions of the community facilities, including, without limitation the Reserved Area, and shall not cause or permit anything to be done whereby the community facilities shall be in any manner injured, marred or defaced. If any portion of the community facilities or Reserved Area is damaged by the act, default or negligence of the User, the Attendees, or any other persons admitted within the Riverstone community on User's behalf, User shall pay to Association upon demand such sum as shall be necessary to restore said community facilities and/or Reserved Area to their present conditions.

Initials:-----

8. **Liability:** User is responsible for any and all liability, damages, expenses, repairs or injury occurring on any part of the Riverstone community caused directly or indirectly by the User and the Attendees occurring on the Reserved Date.

9. **Time Limits:** User shall have the exclusive right to use the Reserved Area during the Reserved Time not to exceed 4 hours set forth above and must vacate the Reserved Area no later than the expiration of the Reserved Time. The Association reserves the right to establish time limits due to other rental of either the Reserved Area, or other areas and facilities within Riverstone. Failure to abide by the 4-hour time restriction and requirement set forth in this Paragraph shall be deemed a User Default (as hereinafter defined).

10. **Cleaning/Restoring:** The User is responsible for cleaning and restoring the Reserved Area and any other facilities or surrounding areas used by User and/or the Attendees. All set-up and clean-up time is considered to be a part of and must be performed within the Reserved Time. Use of unreserved time to complete any set-up or clean-up shall be deemed a User Default (as hereinafter defined). **The Reserved Area, and any other facilities or surrounding areas used by User and/or its Attendees, must be restored to its original condition and left broom clean immediately after use thereof. All decorations and trash inside and outside the facility must be removed prior to vacating the premises, immediately following the event. You must provide your own trash bags.** If requested by User, the Association agrees to conduct a "walk through" of the Reserved Area with the User prior to the use for the purposes of determining the original condition. An Inspection Form will be completed by the User and the Association's Social Director or other representative. Any additional cleaning that must be performed by the association staff will be deducted from the security deposit.

11. **Association Not Responsible:** The Association is not responsible for damages or loss of any personal property, merchandise or other articles left in the Reserved Area or any part of Riverstone by User or any of the Attendees prior, during or after the Function. The User hereby indemnifies and holds the Association harmless from any such claims made by the User or the Attendees.

12. **Cancellation by Association:** The Association may cancel this Agreement at any time: (i) due to acts of God or disaster, (ii) in the event User and any Attendee defaults, violates or fails to comply with any of the terms or conditions contained herein (a "User's Default"), or (iii) if in the sole opinion of the Association, it deems it necessary to do so. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User's Default) prior to the Reserved Date, the Rental Fee and Security Deposit paid by User to the Association shall be returned to User within fifteen (15) days after the date of the cancellation by the Association. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User's Default) once the Function has commenced, then, the Security Deposit, shall be returned to User within fifteen (15) days of the date of cancellation or termination by the Association, provided no damages have been caused to any portion of the community facilities and the Reserved Area is left in a reasonably clean condition.

13. **Cancellation by User:** User must submit, in writing, notification of cancellation no less than seven (7) days prior to the Reserved Date in order to receive a refund of the Security Deposit and no less than fourteen (14) days prior to the Reserved Date in order to receive a refund of the Rental Fee. Refunds will be determined at the discretion of Social Director and returned within fifteen (15) days of the Reserved Date

14. **Live Entertainment:** Any live entertainment (DJ, Band, etc.) must be described in writing and first approved in writing by the Association. Use of outdoor loudspeakers, sound systems or similar devices is prohibited and must be used only inside the Clubhouse. Plans to use live entertainment must be submitted to the Social Director at the time of reservation and confirmed no less than seven (7) days before the Reserved Date. Live entertainment service fees are the responsibility of the User and are not included in the Rental Fee or Security Deposit. Failure to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

15. **Noise:** Doors and windows must be kept closed after 8:00 P.M., as noise and voices carry.

16. **Rental of Party Service / Vendors:** All agreements and fees with any outside vendors for the rental of party services and/or equipment are the responsibility of the User but must be approved by the Social Director no less than fourteen (14) days before the Reserved Date. In connection with such approval, User shall be required to obtain and provide Social Director with a copy of such vendor's liability insurance policy. Notwithstanding anything contained herein to the contrary, the following services and/or equipment are not permitted to be brought or used upon any portion of the Riverstone property, including, but not limited to the Reserved Area: snow, foam or confetti; moving rides or mechanical amusement rides;

Initials:-----

trampolines or bungee rides; use of live animals; any vertical slides and/or water slides that are NOT flat; or any other activity the Social Director, in its sole and absolute discretion, deems unsafe or destructive to people or property.

17. **Food Service & Catering:** Any food to be served by the User at the Function must be provided by the User or a professional catering service (a "Caterer"). User shall provide all information required by the Association relating to any Caterer (including, but not limited to the Caterer's name, address, telephone number and insurance information) to the Social Director no less than seven (7) days before the Reserved Date. Controlled and supervised warming of food in the Reserved Area by the User or Caterer must be approved by the Social Director no less than seven (7) days before the Reserved Date. Failure to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

18. **Alcoholic Beverages:** Alcoholic beverages may be served at adult functions only. In the event User intends to provide or permit the use of alcoholic beverages during the Function, the User must inform the Social Director at the time of reservation so that a security guard from a reputable licensed security agency may be scheduled at the User's additional expense. User agrees to ensure that alcoholic beverages are consumed responsibly and not to serve alcohol to any individual under the age of twenty-one (21). User further agrees to accept and assume full responsibility and liability for the provision and consumption of alcoholic beverages by User and the Attendees during the use of the community facilities and hereby expressly releases, indemnifies, defends and holds harmless the Association (and each of its respective officers, directors, representatives and members) from and against any and all claims, causes of action, losses, damages, injuries, liabilities, costs and expenses (including without limitation, Legal Fees) arising from, relating to or in any way connected with the use of alcoholic beverages at the Function. Serving alcoholic beverages without the security guard or with under-aged guests or, any other failure by User to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default. (Guards are hired by the social director for your event at \$20.00 per hour)

19. **Smoking:** No Smoking is permitted.

20. **Modifications/Alterations:** No modifications and/or alterations shall be permitted to the Reserved Area or any other portions of the community facilities by User or the Attendees. No decorations may be pasted, tacked or nailed to any walls, ceilings, doors, poles or other improvements. Under no circumstances should any furniture, equipment or any other items be removed from the community facilities. Only the Social Director has the right to move or relocate any furniture, equipment or any other items located within the community facilities which need to be moved or relocated prior to or subsequent to the Reserved Date.

21. **Restricted Use:** The Attendees are not permitted to use or be unattended in any other areas of Riverstone not specifically reserved (except restroom facilities), unless excused by the Social Director. Use of the swimming pool, pool deck, tennis court indoor and outdoor basketball court, game room and kids activity room in connection with the use herein is strictly prohibited. Failure by User or the Attendees to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

22. **Parking:** Vehicles may be parked only in designated parking areas. All vendors must be assigned a parking location by the Social Director. Violators shall be towed away by the Association at the User's expense. User shall attempt to keep the number of vehicles to a minimum, if possible.

23. **Compliance with Codes and Ordinances:** User shall comply with all laws of the United States, the State of Florida, all ordinances of Collier County and all rules and requirements of the local police and fire departments and will pay any taxes or fees due to any authority arising out of User's use of the Reserved Area and this Agreement.

24. **Sums Due:** Any sums of money owed by User pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms hereof shall be treated as an assessment against User's Lot(s) capable of being the subject of a lien on User's Lot(s), together with interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of such lien. Such sums, if not paid when due, shall bear interest from the due date until paid at the maximum rate as allowed by law. Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The lien and foreclosure procedure shall be in accordance with the applicable provisions of the Declaration of Covenants, Restrictions and Easements for Riverstone (the "Declaration"). The Association may also elect to institute suit against the User to enforce the payment of any sums due hereunder. Nothing in this Agreement in any way limits the Association's remedies with respect to the enforcement of this Agreement or the Declaration, Articles of Incorporation, Bylaws or the rules and regulations promulgated in connection therewith.

Initials:-----

25. **User Default:**

A. **Prior to Function:** In the event a User Default occurs prior to the commencement of the Function, the Association shall have the right to immediately terminate this Agreement and the rights of User hereunder. Such User Default shall result in the forfeiture of the Rental Fee and the Security Deposit and the possible denial or future rentals.

B. **During Function.** In the event a User Default occurs at or subsequent to the commencement of the Function, the Association shall have the right to immediately terminate this Agreement. Such termination will result in the immediate termination of the rights of User hereunder, the immediate removal of the User and all Attendees from Reserved Area and all of the community facilities, the forfeiture of Rental Fee and the Security Deposit, and the possible denial of future rentals.

C. **After Function:** In the event a User Default occurs after the function, the Association has the right to keep and process the security deposit provided prior to event.

26. **All Legal and Equitable Remedies Available:** In addition to the foregoing remedies, in the event of a breach by User of any of the terms, covenants or restrictions hereof, the Association shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

27. **Attorneys' Fees:** User shall be responsible for any attorney's fees and costs incurred by Association in enforcing any of the provisions of this Agreement, including, without limitation all pre-litigation attorney's fees and costs. Legal Fees, as used herein, shall mean reasonable fees for attorney and paralegal services and all court costs through and including all trial and appellate levels and post-judgment proceedings incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, and (ii) collection of amounts due by User hereunder, including, but not limited to, preparation of notices and liens.

28. **Severability:** Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be illegal, invalid or to be unenforceable, such holding shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, valid or unenforceable provision or by its severance from this Agreement.

29. **Governing Law:** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

30. **Headings:** All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

31. **Disputes:** All disputes arising hereunder will, upon written notice from either party to the other, be submitted to binding arbitration and not to a court for determination. Such arbitration will be accomplished expeditiously in Collier County and will be conducted in accordance with the rules of the American Arbitration Association, by an independent arbitration service selected by the Association. Judgment upon the award rendered by the Arbitrator will be final and binding on the parties and may be entered in any court having jurisdiction thereof.

32. **Assignment:** User may not assign or transfer its right or interest under this Agreement.

FAILURE TO ABIDE BY THE RENTAL TIME LIMIT, FOLLOW PROPER USE OF RESERVED ROOM AND/OR ABIDE BY ANY OF THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT WILL RESULT IN FULL FORFEIT OF SECURITY DEPOSIT.

Date: _____

USER: _____
Print Name

THE UNDERSIGNED USER, HAVING FULLY READ THE FOREGOING, HEREBY CONSENTS AND AGREES TO THE FOREGOING RENTAL AGREEMENT.

Date: _____

USER: _____
Print Name

HE UNDERSIGNED, ON BEHALF OF THE ASSOCIATION, HEREBY CONSENTS AND AGREES TO THE FOREGOING RENTAL AGREEMENT

ASSOCIATION:

RIVERSTONE at NAPLES HOMEOWNERS ASSOCIATION, INC.

Date: _____

By: _____