



*April 20, 2007*

*Re: Clubhouse Rental for Party*

*Dear Resident:*

*The Association is required to obtain a certificate of liability insurance naming Cocoplum Homeowners Association as additional insured from your insurance carrier. We are told that most homeowner policies do not cover off premise liability and will not cover host liquor liability.*

*When you sign the third page of the rental application you state that you are aware of and assume all liability. This information must be provided to the management office along with your signed rental application form. If your caterer does not carry liquor liability insurance you may need to contact someone who does wholesale insurance for special events.*

*We apologize in advance for any inconvenience this may cause. If you have any questions, please contact the management office.*

*Sincerely,*

*On Behalf of the Board of Directors*

*Carlos Linchenat  
Community Manager*

*CL:sam*

*Revised 7/3/07*



# ISLANDS OF COCOPLUM HOMEOWNERS ASSOCIATION

## APPLICATION FOR USE OF THE ASSOCIATION CLUBHOUSE

Application must be submitted at least two weeks prior to the date of the event.

### General Information

Member's name: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Lot / Block \_\_\_\_\_

Type of Function: \_\_\_\_\_

Date of Function: \_\_\_\_\_

Time: From \_\_\_\_\_ to \_\_\_\_\_ Number of people attending: \_\_\_\_\_

FIRST FLOOR RENTAL \_\_\_\_\_

SECOND FLOOR RENTAL \_\_\_\_\_  
(Furniture cannot be moved in main room)

CLEANING FEE \_\_\_\_\_

# OF GUARDS NEEDED \_\_\_\_\_

\$40 PER HOUR PER GUARD (min 4 hrs) \_\_\_\_\_

VALET / Marino Parking (305-936-8889) (Member to make arrangements)

DAMAGE DEPOSIT \_\_\_\_\_

Any damages or loss of equipment will be deducted from the deposit amount. An inspection will be conducted and a determination of damages will be made within three working days of the event.

**CHECK #** \_\_\_\_\_ **TOTAL** \_\_\_\_\_

**DEPOSIT CHECK #** \_\_\_\_\_ **TOTAL** \_\_\_\_\_

**CHECK FOR SECURITY (C G POLICE)** \_\_\_\_\_

**HOMEOWNERS INITIALS** \_\_\_\_\_

## Party Information

### THE ASSOCIATION REQUIRES A CERTIFICATE OF LIABILITY INSURANCE FROM: THE HOMEOWNER & ALL VENDORS

Caterer - Company Name \_\_\_\_\_

We need a Certificate of Liability / showing Islands of Cocoplum Homeowners Association as the Certificate Holder. Office fax number: 305-667-6016. . *The certificate of insurance shall be for an amount not less than \$300,000.*

Contact & Phone # \_\_\_\_\_

\*Entertainment - Co. Name \_\_\_\_\_

We need a Certificate of Liability / showing Islands of Cocoplum Homeowners Association as the Certificate Holder from all vendors. Office fax number: 305-667-6016.

Caterer /Contact & Phone No. \_\_\_\_\_

Caterer /Contact & Phone No. \_\_\_\_\_

\* Entertainment must be approved in advance by the Association. This approval is granted at the sole discretion of the Association. Prior approval is required for games and activities as well.

Are you serving liquor      YES \_\_\_\_\_      NO \_\_\_\_\_

**If you are serving liquor, you will need to make sure your caterer has liability insurance to do so. Otherwise you will need to take out a special event insurance policy for liquor liability to cover this event.**

**The Association requires a Certificate of Insurance specifically covering the date and facility in addition to naming the Islands of Cocoplum Homeowners Association as “additionally insured”, prior to the event. Your full cooperation is anticipated and appreciated.**

Signature of Homeowner: \_\_\_\_\_

## ADDITIONAL CLUBHOUSE REGULATIONS

Additional rules and regulations concerning the rental of the Association Clubhouse.

- Furniture in the main room second floor must remain in place or deposit will be forfeited.
- No staples, nails etc. will be allowed on walls or in wood trim.
- All trash, debris, decorations and rentals must be removed from the interior and exterior of the clubhouse by the renter. If the renter fails to leave the area at least “broom clean”, any portion of the security deposit may be used by the Association to cover the cost of cleanup.
- Live music or a D.J. will be allowed no later than 12:00 p.m. on Friday and Saturday
- Live music or a D.J. may only be set up inside the clubhouse or on the patio deck.
- Music must be at a reasonable level so as not to disturb the neighbors and contain music in the building after 12 midnight or the security deposit will be forfeited.
- The Clubhouse parking lot has a maximum of 22 spaces available. It is mandatory that valet be obtained for parties that exceed parking availability.
- Parties must not exceed a maximum of 99 persons on the second floor and a maximum of 75 persons on the first floor.
- Parties with minors must be adequately chaperoned with an adult to minor ratio of at least 1 for every 25 children.
- Parents must be responsible for the activities of their children.
- **Teenage parties are prohibited. (13 – 18 years old)**
- No alcoholic beverages may be served to minors or intoxicated persons.
- If party attendance exceeds the permitted/contracted limits, additional security will be issued at double the cost.
- **The Association Clubhouse rules are to be strictly adhered to by the renters and all invited guests.** The security officers working the party have full authority to enforce any of the regulations listed above or elsewhere in the clubhouse rental agreement.

**I have read and agree to abide by the above rules.**

**Signature of Homeowner:** \_\_\_\_\_

**AGREEMENT FOR THE USE OF THE  
ISLANDS OF COCOPLUM CLUBHOUSE**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2007 by and between Islands of Cocoplum Homeowners Association, Inc. (hereinafter "ASSOCIATION") and that the person(s) listed below (hereinafter collectively the "USERS") being the owner(s) of Lot \_\_\_\_\_, Block \_\_\_\_\_, in Cocoplum Section Two,

This Agreement is made for the purpose of granting the USERS the right to reserve the following reception facilities being a portion of the common properties of Cocoplum Section Two.

The USERS shall have the right to use the facilities on \_\_\_\_\_, 2007 from \_\_\_\_\_ to \_\_\_\_\_.

In consideration for the exclusive right being given to the USERS pursuant to this Agreement, THE PARTIES HERETO AGREE AS FOLLOWS:

**DAMAGE DEPOSIT:**

The USERS hereby agree to pay to the ASSOCIATION upon execution of this Agreement a damage deposit in the amount of \$\_\_\_\_\_, and such deposit may be used by the ASSOCIATION to pay any expenses of repairs and/or replacement required after use of the facilities by the USERS. Refund of any unused deposit or requirement of payment of additional deposits shall be at the reasonable discretion of the ASSOCIATION. The deposit shall not be deemed to be a limit on the liability of the USERS and the USERS specifically agree to be responsible for any additional costs and expenses for cleaning, repairs or replacements.

**RULES:**

The USERS hereby agree to abide by and conform to all rules and regulations of the ASSOCIATION as contained in the Association documents and all rules and regulations pertaining to clubhouse rentals found in the attached sheet entitled "Additional Clubhouse Regulations".

**HOMEOWNERS INITIALS** \_\_\_\_\_

**INDEMNIFICATION:**

The USERS hereby agree to hold the ASSOCIATION and its officers, directors, members, agents and employees (hereinafter the "ASSOCIATION PARTIES") harmless and to indemnify the ASSOCIATION and the ASSOCIATION PARTIES against any liability and/or damage which may arise or accrue directly or indirectly by reason of the use of the facilities by the USERS their guests and invitees. The ASSOCIATION shall not be responsible for any damage or injury including wrongful death, that may occur from any cause whatsoever to USERS or any of their employees, guests, invitees of licensees or their property, and the USERS hereby expressly releases the ASSOCIATION and the ASSOCIATION PARTIES from, and agrees to indemnify them against, any and all claims for such loss, damage or injury, including wrongful death, as well as any attorney's fees and costs which the ASSOCIATION may incur, whether at the trial or appellate levels in connection therewith. It is expressly understood and agreed to by the USERS and the ASSOCIATION that the USERS shall further indemnify the ASSOCIATION and the ASSOCIATION PARTIES against any and all claims for liability occasioned by the ASSOCIATION'S negligence whether based upon a negligent act or failure to act by the ASSOCIATION, its officers, directors, members, agents and/or employees.

**INSURANCE:**

The USERS hereby agree to assume all responsibility for insurance respecting the facilities during use under this Agreement, and to assert no claim of coverage under any insurance policy of the ASSOCIATION during the period of such use. Any and all caterers which are hired by the USERS shall provide the association with a certificate of insurance not less than seven days prior to the rental date. The certificate of insurance shall be for an amount not less than \$300,000.

**COVENANTS:**

A) The USERS will comply with all laws of the United States, the State of Florida, all ordinances of Dade County and all rules and requirements of the local police and fire departments, and will pay any taxes for fees due to any authority arising out of the USERS use of the facilities.

B) The USERS shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred or defaced.

C) If said premises, furnishing or any portion of said building during the term of this Agreement shall be damaged by the act, default or negligence of any of the USERS, or of any of the USERS, or of any of the USERS' agents, employees, patrons, guests or any persons admitted to said premises by any of the USERS, the USERS shall pay to the ASSOCIATION upon demand such sum as shall be necessary to restore said premises to their present condition.

**HOMEOWNERS INITIALS** \_\_\_\_\_

D) The USERS shall be responsible for any attorneys' fees, cost incurred by the ASSOCIATION in endorsing any of the provisions of this Agreement, whether at the trial or appellate levels. Any sums of money owed by the USERS 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 assessment against the USERS' lot for any unpaid assessments, and interest thereon, together with the collection of the assessment or enforcement of such lien. Assessments and installments due thereon not paid when due shall bear interest from the due date until paid at the maximum rate as allowed by law. The ASSOCIATION may 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 and Restrictions of Cocoplum.

E) The ASSOCIATION reserves the right (but not the obligation) to enter the premises during the period of the USERS' use to eject any persons or persons behaving in a disorderly manner or contrary to the rules and regulations of the ASSOCIATION, and/or to prevent any damage to or destruction of the premises.

**USERS FEE:**

For the exclusive use rights provided for by this Agreement, the USERS agree to pay to the ASSOCIATION \$ \_\_\_\_\_ upon execution of this Agreement.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2007 by:

**ISLANDS OF COCOPLUM  
HOMEOWNERS ASSOCIATION, INC.**

**By:** \_\_\_\_\_

**USERS:**

**By:** \_\_\_\_\_

Signature of Homeowner