

Royal Park Condominium Apartments, Inc

119 Royal Park Drive # 1A, Oakland Park, FL 33309, Office: 954-739-6300, Fax: 954-731-4341

LEASE OF MAIN FUNCTION ROOM AT THE CLUBHOUSE PROPERTY FOR AN EVENT

THIS LEASE OF MAIN FUNCTION ROOM AT THE CLUBHOUSE PROPERTY FOR A SPECIAL EVENT.

(hereinafter referred to as "Agreement") is made and entered into on the _____ day of _____ 20_____, between Royal Park Condominium Apartments, Inc. (hereinafter referred to as "Condominium"), and _____, at building/unit _____ (hereinafter referred to as "Lessee").

Condominium hereby leases to Lessee the main function room (including the kitchen area) of the Clubhouse of the Condominium (the "Premises") located at 122 Royal Park Drive, Oakland Park, Florida 33309.

The parties hereto, in consideration of the premises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. LEASE OF PREMISES. The Premises shall be leased to Lessee on the ___ day of _____ 20____ to commence at __:00 p.m. and to end on the ___ day of _____ 20____, at 11:30 p.m., (the "Rental Period"). Lessee hereby represents to Condominium that Lessee is a resident of the ROYAL PARK CONDOMINIUM APARTMENTS, INC. A breach of this representation shall render this Agreement null and void and all sums paid hereunder by Lessee to Condominium shall be retained by the Condominium. With respect to the kitchen area which is located in an area within the main function room, the Lessee shall have the right to use the kitchen area, which is locked at all times. The Lessee shall be permitted to use the room and is entitled to have access to use the kitchen. As such the lessee may obtain the key from the on-site management office 24 hours prior or the last business day preceding the function. The key must be returned to the on-site management office on the next business day, prior to the security deposit being refunded.

2. SECURITY DEPOSIT. Upon execution of this Agreement, Lessee shall deposit with the Condominium the sum \$250.00 CASH, (the "Security Deposit"), receipt of which is acknowledged by Condominium, as security for the faithful performance by Lessee of the terms of this Agreement. The Security Deposit shall be returned to Lessee [without interest], within ten (10) business days, on the full and faithful performance by Lessee of the provisions of this Agreement.

3. USE OF PREMISES. The Premises shall be used and occupied by Lessee only for the purposes of hosting an event. Lessee shall comply with all provisions of the Condominium's Governing Documents (Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations of Royal Park Condominium Apartments, Inc.), and, in addition, shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and use of the Premises during the Rental Period.

4. NUMBER OF OCCUPANTS. Lessee estimates the number of persons which will occupy/use the Premises for the specific event/purpose for which the Premises are being leased shall be ____, and agrees that the Premises shall be occupied by no more than ____ persons, consisting of ____ adults and ____ children under the age of years, without the prior, express, and written consent of Condominium.

5. CONDITION OF PREMISES. Lessee stipulates that Lessee has examined the Premises, including the grounds and all buildings and improvements, and those they are, at the time of this lease, in good order, good repair, safe, and clean condition. If the kitchen is used by the Lessee, the Lessee shall clean and remove all of the garbage from the kitchen area at the end of the event.

Condominium does not hold a liquor license. NO ALCOHOLIC BEVERAGES PERMITTED ON PREMISES. Lessee, agrees, jointly and severally if more than one, to indemnify and hold harmless the Condominium and its officers, directors, employees or agents from any and all causes of actions, claims, suits, controversies, liabilities, damages, losses, judgments, trespasses, executions and demands arising whatsoever from the consumption of alcoholic beverages on the Premises or otherwise, including all costs and expenses, including reasonable attorneys' fees, incurred by the Condominium, whether or not suit is brought, and at all pre-trial, trial, appellate, and post judgment proceedings. This provision shall survive the termination of this Agreement and the Rental Period.

1 ASSIGNMENT AND SUBLETTING. Without the prior, express, and written consent of Condominium, Lessee shall not assign this lease, or sublet or grant any concession or license to use the Premises or any part of the Premises.

2 THE CONDOMINIUM COVENANTS. The Condominium's Covenants are incorporated herein by reference as if set forth herein in its entirety. All initially capitalized terms used herein shall have the meanings assigned to such terms in the Condominium's Covenants.

3 CONDITION OF PREMISES. The Lessee is responsible for all damages, expenses and repairs resulting from the Lessee's use of the Premises, and Lessee is responsible for cleaning and restoring the Premises to the condition as existing prior to the function of the Premises subject to this Agreement, after inspection by the representative of the Condominium, are deemed to be in good

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order (no damage, clean, and restored to the condition existing prior to the function). And Lessee is not default of any term or provision of this Agreement, the full amount of the Security Deposit should be refunded. If any damage, theft, or loss of equipment is found, or if janitorial services are required, the Lessee shall be liable in full for such damage, theft, 1055 or services. If the Security Deposit is less than such costs and expenses, the Lessee shall reimburse the Condominium such additional amounts. In the event that the Condominium must bring an action for damages or for any other matter respecting this Agreement against Lessee, Lessee shall pay all attorneys' fees, paraprofessional fees and court costs, whether or not suit is brought, and at pre-trial, trial, appeals and post judgment proceedings of the Condominium.

6. ASSUMPTION OF LIABILITY. Lessee assumes all responsibility for the use of the Premises and holds the Condominium and any director, officer, manager, security guards, other employees or agents of the Condominium (collectively, the "Indemnified Parties") harmless for any damages, injuries, losses, or other consequential damages incurred by the Lessee or his or her guests as related to the use of the Premises. The Lessee assumes all responsibility for the conduct of all persons in attendance and for any damage done to any part of the Premises during any such time that the Premises are under the control of the Lessee. The Lessee hereby indemnifies and holds harmless the Condominium and its directors, officers, managers, employees and agents against any claims, liabilities, losses or costs (including reasonable attorney's fees, paraprofessional fees, insurance deductibles and court costs, whether or not suit is brought, and at pre-trial, trial, appeals and post-judgment proceedings). whether by reason of personal injury or death or property damage or otherwise, arising out of or connected with the function of the Lessee under this Agreement, caused or contributed to by the negligence of the Lessee or any guest, invitees, or agents of the Lessee respecting the function of the Lessee under this Agreement. This provision shall survive termination of this Agreement and the Rental Period.

7. NON-COMMERCIAL USE. The use of the Premises is for noncommercial, lawful uses only. The Lessee shall undertake to conduct the function in an orderly manner in full compliance with all applicable laws and regulations.

8. PARKING. All parking area rules are to be observed by the Lessee and his or her guests.

9. ACTS OF GOD. If for any reason beyond the Condominium's control including, but not limited to, strikes, labor disputes, accidents, governmental regulations, lack of supplies. Acts of war, acts of God, hurricane, hurricane warnings, tropical storm, or tropical storm warning, the Condominium is unable to perform its obligations under this Agreement. such performance shall be excused, and the Condominium may terminate this Agreement without further liability of any nature, and shall return to the Lessee the Advanced Fee and the Security Deposit.

10. NON ASSIGNMENT -ATTENDANCE BY LESSEE AND ADULT SUPERVISION. This Agreement is not assignable. The Lessee must be in attendance at the function, the function must be supervised by an adult at all times without exceptions.

11. DISPLAYS. All displays and/or decorations proposed by the Lessee at the Premises shall be subject to the prior written approval of the Condominium in each instance. Any property of the Lessee or of the Lessee's guests or invitees brought in to the Premises and left thereon, either prior to or following the function, shall be at the sole risk of the Lessee and his or her guests or invitees, and the Condominium shall not be liable for any loss or damage to any such property for any reason.

12. DANGEROUS MATERIALS. Lessee shall not keep or have on the Premises any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

13. ANIMALS. Lessee shall bring no domestic or other animals on or about the Premises without the prior, express, and written consent of Condominium.

14. SURRENDER OF PREMISES. At the expiration of the Rental Period, Lessee shall quit and surrender the Premises in as good a state and condition as they were at the commencement of the Rental Period, reasonable use and wear excepted.

15. BINDING EFFECT. The covenants and conditions contained in this Agreement shall apply to and bind the parties hereto and the heirs, legal representatives, and assigns of the parties hereto. All covenants are to be construed as conditions of this Agreement.

16. GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of Florida, and in addition, that any action arising out of this Agreement, commenced by either party, shall be brought in a court of competent jurisdiction located in Broward County, Florida.

17. TIME OF THE ESSENCE. It is specifically declared and agreed that time is of the essence of this Agreement.

18. ATTORNEYS' FEES. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, In addition to all the sums that either party may be called on to pay the Condominium's costs and expenses including a reasonable sum for the successful party's attorneys' fees, whether or not suit is brought and at all pre-trial, trial, appellate and post judgment proceedings.

19. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

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20. PERSONAL LIABILITY. Lessee must submit a copy of their homeowner's insurance policy to ensure that \$1,000,000.00 of Personal liability is included in their policy with Royal Park as the insured. Any Lessee who does not meet this requirement will not be authorized to lease the clubhouse.

21. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

IN WITNESS, each party to this Agreement has caused it to be executed on the date indicated below.
Signed, sealed and delivered in the presence of: Royal Park Condominium Apartments, Inc.

Printed Name of Lessee/Signature Date

Approved by a Royal Park Board Representative/Date