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AMENITY CENTER RENTAL REQUEST & WAIVER FORM

Approval Date: ___/___/___

- 1. Residents must go online to www.BotanicaLakesHOA.com. Click on event calendar to assess availability of desired date and time for your event, events must be requested 2 weeks before the event.
2. Residents then, are to complete Rental Request and Waiver form, sign it, include payment and turn into Community Association Manager / CAM. No request will be reviewed or granted until this done.
3. Residents must read, agree to & follow all Rental Guidelines / Policy and Procedures.
4. YOUR account with the HOA must be in good standing to reserve or rent.

RESIDENT INFORMATION

Application Date: _____

Full Name: _____

Address: _____

Home/Alternate Phone: _____ / _____

Email: _____

RENTAL INFORMATION

Event Description: _____

Desired Date: _____

Alternate Date: _____

Start Time: _____ End Time: _____

Expected Attendance: _____ How Many Attendees Live in Botanica Lakes? _____

Is this request for repeat rentals for the same purpose? (Yes / No)

Will alcohol be served? (Yes / No)

Will a caterer be used? (Yes / No)

Will you require use of the refrigerator ?

*If yes, you will need to contact Management during the week (M-F, 9:00AM to 4:00PM) before your event

Areas Requested (circle all areas that apply):

SOCIAL ROOM

KIDS/ACTIVITY ROOM

KITCHEN

PARTY PAVILION



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STATEMENT OF UNDERSTANDING AND WAIVER OF LIABILITY

I _____ the undersigned, have read, understand the disclaimer, and agree to follow the Rental Usage and Guidelines for reserving the Facilities in these 7 pages.

DISCLAIMER

*The management company, and Botanica Lakes Homeowners Association will not be responsible for those who contract the COVID-19, or any other disease by utilizing such facilities or any other common area of the community. All common areas of the community are to be **used at your own risk**, and it is recommended that you follow all CDC guidelines to protect yourselves and others. The Association does not have the staffing resources, and thus will not be able, to police the recommended social distancing practices or to sanitize common areas, the clubhouse, and any or all inside areas, throughout the community or amenity campus after each use, and therefore **cannot guarantee** that you will not be exposed to Coronavirus or any other virus or bacteria throughout the clubhouse, social hall, inside rooms, restrooms, common and pool areas. Anyone who has recently returned to the area from the Tri State Area is prohibited from using the pools and pool area for 14 days. Additionally, anyone who is or has been ordered to self-quarantine is restricted from accessing the pool area and pools until their quarantine has ended. Each person, homeowner, tenant, and family member is responsible for their own well-being and to protect those around them by practicing good personal hygiene, proper social distancing, wearing the appropriate PPE **and not to use** such facilities if they have any symptoms of the virus or are in any way immune compromised or at a heightened risk of complications from the Coronavirus or any other disease.*

Renters Signature: _____ **Date:** _____

Printed Name: _____

I understand and agree to the following:

- That any damages to the Facility will be deducted from my deposit and any damages in excess of the deposit will be charged to me.
- That the Homeowner's Associations retains the right to suspend my use privileges without reimbursement until such damages are paid.
- See Page 3 for cost agreements.
- That I am expected to leave the room/areas used in reasonably good and clean condition
- That a security deposit and an hourly rate (with a maximum capped amount) will be charged. All monies received by the Association will be deposited. Refunds will be made payable by check to the individual. Allow a minimum of 10 days for return of funds.



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- I have read and understood the cancellation policy.

I also understand and agree that I am solely responsible for any liability resulting from the use of the Facilities by myself and/or my guests. I hereby release, indemnify, and hold harmless the Homeowners' Association, its employees, contractors, and affiliates from and against any and all claims, demands, actions, causes of actions, suits, liabilities, damages, losses and costs of any kind or nature, including attorney's fees, costs and expenses, arising from the use of the Facilities.

Renters Signature: _____ **Date:** _____

Printed Name: _____

Event Approved: Y / N **If No, why?** _____

FACILITY PAYMENT: _____

Amount of Payment: _____ / **Check#** _____ **Received On:** _____ **By:** _____

DEPOSIT:

Amount of Deposit: _____ / **Check#** _____ **Received On:** _____ **By:** _____

Amount of Return: _____ **Returned On:** _____ **By:** _____

HOA ACCOUNT IN GOOD STANDING _____ **current balance**

NOTES:



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AMENITY CENTER RENTAL USAGE GUIDELINES / POLICY

The following guidelines / policy **must** be followed for all rentals.
Failure to do so may result in forfeiture of deposit.

Rental Areas & Fees
Indoor Rentals

Area & Location	Description	Deposit & Fees
Clubhouse, clubhouse restrooms – Social Hall, activities room.	A maximum of 50 guests/staff/ attendees No exceptions	\$500 refundable deposit \$100 application & processing, not refundable \$50 Per Event Hour (*Allows for a 2-hour set up & a 1- hour break down.) To reserve the entire day from 9 am until 11 pm is \$1200 flat, with a maximum party time that cannot exceed a 4-hour window.

*** All events must end by 11pm to allow for 1-hour break down cleaning time.*

****The Club House is under 24-hour surveillance; failure to comply with Rental Policy and Procedure may result in forfeiture of deposit.*

Outdoor Rentals

Guest are prohibited from street parking, towing will be enforced.

Area & Location	Description	Deposit & Fees
Party Pavilion	Max guests 20	\$50 Deposit

*** If using a bounce house - you MUST bring your own generator, the power is not sufficient to sustain a bounce house without tripping the breaker.*

****NO water bounce house's - there is no water hook up.*

Managed By:	Resort Group Inc. 2685 Horseshoe Drive So. Suite 215 Naples, Fl. 34104	CAM Office 10300 Botanica Lakes Blvd Fort Myers, FL 33913 #(239) 561-2939
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AMENITY CENTER RENTAL POLICY AND PROCEDURE

1. All reservation request must be submitted to the CAM, using the proper form, submittal of the form does not mean you are booked or approved. An email with a confirmation will be sent once approved, and your checks deposited.
2. Only Home Owners / Leasee's (now to be referred to as residents) and
 - a. in good standing with the HOA are eligible for rental privileges.
3. Reservations for HOA sponsored events can be made directly by the CAM under the direction and review of the BOD.
4. Residents and their guests must follow all facility policies and procedures.
5. The CAM or other appointed representative will conduct a pre-event inspection and post-event inspection. Each rented room / area will be inspected to assess condition before and after the rental. At that time, it will be determined if the security deposit will be refunded or forfeited.
6. Residents reserving any area / room must provide a minimum of one
 - a. chaperone for each ten (10) attendees under 21 years of age.
7. All event decorations and trash inside and outside of the facility must be removed prior to vacating the premises, immediately following the event. You must provide your own trash bags and cleaning supplies.
8. All chairs, tables and equipment shall be returned to proper storage areas following each reserved use. Under no circumstances shall chairs, tables or other equipment be removed from the center.
9. All unused food and drinks must be removed from the premises prior to return of deposit.
10. All facilities are to be closed no later than 11:00 p.m.
11. Amplified music and/or DJ's must be approved and are subject to the noise ordinances of the community and local city/county ordinances.
12. Neither admission fees nor any fund transfers may be construed as admission fees whatsoever shall be collected by the resident unless it is part of an approved program or event.
13. The resident shall be in attendance throughout the entire length of the event. If the resident leaves the event, the contract will become null and void, the event will end and the resident's deposit will be forfeited.
14. Any damage to the facility or property, whether the resident is in attendance or not, will be the responsibility of the resident and will be



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charged against the deposit. Any damage over the deposit amount will be additionally charged to the resident. The resident accepts full responsibility for the conduct of all event guests, adults as well and minors.

15. The facility surrounding areas, except designated smoking area(s), are nonsmoking and if smoking occurs outside of the designated smoking areas, the refundable deposit will not be returned and additional charges, fines and penalties may be assessed if damages occur as a result of a violation of the non-smoking policy. NO guests or attendees are permitted in the pool area, after hours, or with food or beverages at any time.
16. Basic cleanup of the facility is the responsibility of the resident and includes, but may not be limited to, wiping down tables and removal of all trash and debris and food. If an outside caterer is used for the event, it is the resident's responsibility to assure that the caterer or resident cleans all the kitchen facilities and equipment used for the event. If using the fridge please lock the fridge back up. Any cleaning costs over said deposit amount will be additionally charged to the resident. The resident will coordinate catering, catering cleanup to include kitchen, removal of food and equipment and remains responsible should caterers not do so. Any cleaning costs over said deposit amount will be additionally charged to the resident. Cleaning products and towels are **not** included in rental.
17. The HOA reserves the right to require security for events. The renting Resident shall be required to hire the community's "preferred security" during the entire event including one hour prior to the start and one hour after the conclusion of the event. The hourly charge for a security officer will be according to prevailing hourly billing rates and the final charges will be based upon the security officer's report regarding the time spent on the event. Events will be evaluated for required security and the resident is responsible for all charges associated with the security service.
18. Proper attire, including shirts and shoes must always be worn . No rice, birdseed or confetti may be thrown in or around facility. Rose petals will be permitted, provided there is complete clean-up as provided for herein. Any guest of the resident who becomes incapable of reasonable control of their actions from alcohol consumption or otherwise as determined by a staff member, office or other representative, will be required to leave the facility. Personal belongings of the resident and residents' guests are the sole responsibility of the individual and the community is not responsible for the loss or damage of these items.



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19. Depending on the nature and size of the event, a **MAXIMUM of 50 total guests/attendees/staff**, residents may be
 - a. required to provide a certificate of personal liability insurance with the community named as additional insured.
20. **CANCELLATIONS:** Residents may terminate their arrangement up to 30 days prior to the scheduled use and the deposit will be refunded in full. If the scheduled event is cancelled 15-30 days prior to the event, 50% of the full deposit will be deducted prior to return of funds. If the scheduled event is cancelled 14 days or less for the scheduled date 100% of the deposit will be retained and no monies will be refunded.
21. Social Hall/clubhouse Furniture and Decor Guidelines:
 - Do not move or remove credenzas, wall art, clocks, including TV and seasonal holiday decor.
 - Do not put chairs against walls or drag chairs across floor
 - Do not use tape, nails, adhesive of any kind on walls, trim, counters or tables --- ANYWHERE including ceiling, lights, chandeliers.
 - Serve all food out of kitchen (including catered events)
 - OR on tables not placed against walls in Social Hall or Activity Room
 - For heavy use of tables, please use table coverings
 - Replace all table decor per its designated placement see chart in Clubhouse.

*****Failure to comply with these policies and procedures can result in the forfeiture of a portion or total of your \$500 refundable deposit*****

Submitting a Request to Rent Facilities form means you acknowledge these policies and procedures and the statement above.