

LICENSE AGREEMENT FOR USE OF THE CLUBHOUSE

This AGREEMENT made this _____ day of _____, 20____ between HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC. ("Association") and _____ ("Owner/Group/Tenant" and hereafter referred as owner), the owner of Unit # _____, HARBOR ISLES CONDOMINIUM ("Condominium").

Whereas, Association and Owner wish to agree to the terms and conditions by which Owner might have the temporary use of the Harbor Isles Clubhouse, for the purpose of the License, "Clubhouse" does NOT include the pool, the exercise room, the billiards (pool) room, the patio area when the pool covers are on, or hours past 10:00PM.

NOW THEREFORE, in consideration of the terms and conditions hereof, and other valuable considerations, the parties agree as follows:

1. Term: This License shall be for the following Date: _____, Start Time: _____ M and expire at the hour of _____ M. Either Association or Owner may terminate this License at any time. Additionally, this License shall automatically and immediately terminate upon transfer of title to the owner's unit by deed.
2. License Security Deposit: Owner has deposited with the Association for the use of the aforesaid Clubhouse, the sum of \$250.00. Upon the expiration or termination of this License, the entire deposit shall be returned to the depositor, unless a claim is made against the deposits provided in Section 3, below.
3. Responsibility of Owner: Owner shall make no permanent improvements, alterations or additions to the Clubhouse. The Owner shall maintain his or her assigned portions of the Clubhouse in its present condition, and shall not store any rubbish, garbage or hazardous materials therein, nor shall a fire hazard of any type – including burning candles – be allowed to exist. Nor shall the storage of any material be allowed that would increase the cost of the Association insurance. The Association is authorized to enter the assigned portion of the Facility at any time and remove any inappropriate contents as determined by the Board of Directors at its sole discretion. If Owner fails to remove any contents it has added to the Facility after termination of this License, Association may remove and either store off-site or dispose of the contents. Owner hereby agrees to pay or to reimburse Association for all expenses incurred in storage or disposal of said contents. Owner shall exercise due care in the use of the Facility and agrees to vacate the same in good condition, ordinary wear and tear expected. Owner shall be responsible to reimburse Association for the cost of repairing any damage done to the Facility or to the condominium property due to the negligence of the Owner or guest in the use of the Facility or the use of the Facility in violation of this License Agreement. The Association is entitled to retain any or all of the License deposit to obtain reimbursement for any Association expenses or costs generated by Owner pursuant to this Agreement, however, Association remedy is not solely limited to retaining the License Deposit if these expenses or costs exceed the deposit amount. The Association may collect these expenses or costs by any method if these expenses or costs are authorized by the Condominium documents or the Florida Statutes.
4. Rules and Regulations: Owner agrees to abide by all of the rules and regulations promulgated from time to time by the Association, in regard to use of the Facility. Owner acknowledges receipt of a copy of any such rules and regulations in effect at the time of execution of the License.

5. Acceptance of Premises: Owner acknowledges that he/she has inspected the Facility and is satisfied that the portion licensed to the Owner is adequate and accepts the Facility in its present condition.
6. Non-assignability: This License shall not be assigned by the Owner. The Facility may not be rented or sublet by Owner.
7. As set forth by the Fire Department, the maximum limit for the Clubhouse is 80 attendees. There are no exceptions.
8. The pool/surrounding deck, the exercise room and the billiards (pool) room are not included in a reservation. Per Florida State Law, the covered patio off the clubhouse can't be used by anyone when the pool cover is on except for gaining access to the tables/chairs in the storage room off the patio.
9. Contracts must be signed by the "reserving party" (i.e. entertainment, catering, other services) and the "reserving party" is bound by the terms of that contract. All contract liability lies with the "reserving party" and nowhere in the contract can Harbor Isles Association be listed as a "party".
10. Entire Agreement Modification: This License sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements both oral or written by parties concerning the subject matter hereof, and no representation, promise, inducement or statement or intention regarding the subject matter hereof has been made by any party which is not set forth in this License. This License shall not be modified, altered or amended except by an instrument in writing signed by or on behalf of parties hereto.

HARBOR ISLES CONDOMINIUM OF
BREVARD ASSOCIATION, INC

BY: Owner

BY: Authorized Agent