SILVERLAKES AT GATEWAY HOMEOWNERS' ASSOCIATION, INC.

Clubhouse Main Room Reservation Agreement, Release, Waiver of Liability, and Indemnification

Governed by the Silverlakes Clubhouse General Use Policy

Revised 01/15/2014; 11/04/2016; 01/01/2021; 10/27/2021; 10/03/2025; 7/22/2026

Reservation Details

Homeowner (Owner of Record): .....

Property Address: .....

Phone Number…..... **Email**.....

Reservation Date (see Section 15) …..... **Time of Event**.....

Description of Event: .....

Expected Number of Attendees: ..... (Maximum occupancy: 100 persons)

Recitals and Assumption of Risk

This Reservation Agreement, Release, Waiver of Liability, and Indemnification (the "Agreement") is entered into between the Silverlakes at Gateway Homeowners Association, Inc. (the "Association" or "HOA") and the undersigned homeowner (the "Homeowner"). The Homeowner acknowledges that use of the Clubhouse and any common areas is a voluntary privilege extended by the Association, is undertaken entirely at the Homeowner's and each attendee's own risk and is conditioned upon the Homeowner's agreement to every term below. Only an Owner of Record may reserve the Clubhouse Main Room for a private event and execute this Agreement.

ASSUMPTION OF RISK. The Homeowner understands and agrees that the Clubhouse, swimming pool, pool deck, parking areas, walkways, and all related common areas may present risks of property damage, bodily injury, illness, or death, whether from ordinary use, the condition of the premises, the acts of other persons, or otherwise. The Homeowner knowingly and voluntarily assumes all such risks, both known and unknown, on behalf of the Homeowner and every guest, invitee, family member, vendor, and attendee at the event (collectively, the "Guests").

Homeowner Obligations

By signing this Agreement, the Homeowner agrees to the following:

1. The Homeowner shall comply with all rules set forth in the "Silverlakes Clubhouse General Use Policy," which is incorporated into this Agreement by reference.
2. The Homeowner shall always be personally present at the event. The Homeowner shall not bring additional furniture (tables and chairs) into the Clubhouse and shall use only the existing furniture provided.
3. Payment of a **$235.00 refundable deposit** is required (see Note 1).
4. Payment of a **$25.00 non-refundable fee** is required to offset the cost of utilities.
5. The event participants may not use the lawn areas, fitness room, or office as part of this rental. The swimming pool and pool area may be used but must be always shared with all Silverlakes residents.
6. Absolutely no commercial activity of any type is permitted.
7. Events must end no later than: **Sunday–Thursday, 11:00 P.M.; Friday–Saturday, Midnight.**

8. Loud noise emanating from the Clubhouse is prohibited. The Homeowner shall respect the rights of other residents and control noise to a level that does not disturb residents living near the Clubhouse. Inflatable devices, such as bounce houses, climbing walls, and similar items, are prohibited.

9. Exterior doors shall be kept closed during the event to reduce utility costs (air conditioning).

10. The Clubhouse must be left in good condition following the event, in accordance with the Rental Checklist provided at the time this signed Agreement is submitted. Approved volunteers acting on the Association's instructions will perform a post-event inspection using the same checklist. The deposit refund will be directly influenced by that inspection.

11. The Homeowner must keep a copy of this Agreement at the event and present it to the Security Officer upon request. It is the Homeowner's responsibility to obtain a copy from the Property Management Company.

Release, Waiver of Liability, and Covenant Not to Sue

12. RELEASE AND WAIVER. In consideration of being permitted to reserve and use the Clubhouse and common areas, the Homeowner, on behalf of the Homeowner and all Guests, and on behalf of their respective heirs, executors, administrators, personal representatives, successors, and assigns, hereby **fully and forever releases, waives, discharges, and holds harmless** the Association, its Board of Directors, officers, committee members, the Management Services Organization, and each of their respective employees, agents, contractors, volunteers, insurers, members, and representatives (collectively, the "Released Parties") from any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses of every kind—including but not limited to bodily injury, personal injury, illness, death, and property damage—arising out of or in any way connected with the reservation, the event, or the use of the Clubhouse, swimming pool, pool deck, parking areas, walkways, or any common area, **whether or not caused by the ordinary negligence of any of the Released Parties.**

13. COVENANT NOT TO SUE. The Homeowner, on behalf of the Homeowner and all Guests and their respective heirs and successors, **agrees never to file, commence, prosecute, or maintain any lawsuit, claim, arbitration, or legal proceeding of any kind** against any of the Released Parties arising out of or relating to the event, the reservation, or the use of the Clubhouse or common areas. Should the Homeowner or any Guest bring such an action in violation of this covenant, the Homeowner shall pay all attorneys' fees, costs, and expenses incurred by the Released Parties in defending it.

14. INDEMNIFICATION AND DEFENSE. The Homeowner shall **indemnify, defend, and hold harmless** the Released Parties from and against any and all claims, suits, demands, judgments, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs at trial and on appeal) brought by any Guest, third party, or other person arising out of or relating in any way to the event, the reservation, or the Homeowner's or any Guest's use of the Clubhouse or common areas, including any claim based in whole or in part upon the alleged ordinary negligence of any Released Party. This duty to defend is independent of and broader than the duty to indemnify and applies regardless of the outcome of any claim.

15. NO LIABILITY FOR INJURY OR PROPERTY. The Association is not liable for any bodily injury, illness, or death to any person participating in or attending the event, nor for the loss, theft, or damage of any personal property brought onto the premises. The Homeowner and all Guests bring personal property at their own risk.

16. INSURANCE REQUIRED. The Homeowner represents and warrants that the Homeowner maintains homeowner's insurance and agrees to assert no claim of coverage under any insurance policy of the Association. The Homeowner's insurance shall be primary and non-contributory as to any claim arising from the event and shall include personal liability coverage. The Association may require the Homeowner to furnish a certificate of insurance naming the Association as an additional insured, proof of special-event coverage, proof of host-liquor coverage, vendor certificates of insurance, and/or any other reasonable proof of coverage prior to the event. Homeowner waives all possible coverage under the Association's policies.

17. ALCOHOL AND CONDUCT. If alcohol is served or consumed at the event, the Homeowner assumes full and sole responsibility for its service and for the conduct of all Guests and shall indemnify and hold harmless the Released Parties from any claim arising from the furnishing or consumption of alcohol, including claims by injured third parties. The Homeowner is solely responsible for the supervision and conduct of all Guests, including minors.

18. LIMITATION OF LIABILITY. To the fullest extent permitted by Florida law, in no event shall the aggregate liability of the Released Parties for any claim arising out of or relating to this Agreement or the event exceed the total amount of the deposit and fees actually paid by the Homeowner, and in no event shall any Released Party be liable for any indirect, incidental, consequential, punitive, or special damages.

Deposit, Damages, and Assessment

See Note 1. Failure to comply with this Agreement may result in partial or total loss of the refundable deposit. Should any damage to the Clubhouse, or any cost, liability, fee, or expense owed by the Homeowner under this Agreement, exceed the deposit amount, all such sums—including interest, costs, and attorneys' fees—shall be added to the Homeowner's ledger and paid with any funds received prior to any subsequent amounts billed. If not paid, Homeowner understands that this may lead to one or more delinquent **assessments against the Homeowner's Silverlakes residence**, for which the Association may exercise its lien, foreclosure, and Clubhouse-use-suspension authorities as permitted by the governing documents and Chapter 720, Florida Statutes.

Notes

Note 1: Failure to comply with this Agreement may result in partial or total loss of the refundable deposit. Sums owed more than the deposit shall be treated as an assessment against the Homeowner's residence, as described above. The Homeowner should inspect the Clubhouse before and after each event to establish its condition and notify the Management Services Organization of any discrepancies.

Note 2: All money and checks received from the Homeowner will be deposited to the HOA bank account (General Fund). The refundable deposit will be re-issued once inspections are completed.

Note 3: Parking on Clubhouse grassed areas or other grassed areas in the community is not permitted.

Note 4: Except for normal use, keep all doors closed during the event.

Note 5: Guest entry to Silverlakes is obtained by calling the resident's name at the gate call box. The owner presses 9 to grant entry.

Note 6: The Clubhouse is a non-smoking facility, which the Homeowner will enforce. No fires, lit candles, or fireworks are permitted. Battery-operated candles are permitted and recommended.

Note 7: Reservations are approved on a first-come, first-served basis and cannot occur on scheduled community activity dates/times.

Note 8: For main-room access from the hallway door, the Homeowner must obtain the Clubhouse Rental Proxy Card no earlier than the Wednesday prior to the reservation and must return it to the drop box after the event. If the card is not returned, $50 of the deposit will be withheld.

General Provisions

Governing Law and Venue. This Agreement is governed by the laws of the State of Florida. Venue for any dispute shall lie exclusively in the state courts located in Lee County, Florida subject to any mandatory presuit mediation, arbitration, notice, or other dispute-resolution procedure imposed by applicable law.

Severability. If any provision of this Agreement is held invalid or unenforceable, that provision shall be construed as narrowly as necessary to render it enforceable, and the remaining provisions shall continue in full force and effect. If any release or waiver is held not to bar a claim, it shall nonetheless bar every claim it lawfully may.

Entire Agreement. This Agreement, together with the Clubhouse General Use Policy and Rental Checklist, constitutes the entire agreement between the parties regarding the reservation and supersedes all prior understandings.

Covenant Compliance. The use of the term "Rent" or "Rental" herein expressly refers to the "special use" permitted by applicable covenants and shall be a limited, revocable, nontransferable license to reserve the Clubhouse Main Room for a private event.

Voluntary and Knowing Execution. The Homeowner acknowledges having read this Agreement in full, having had the opportunity to seek independent legal advice, and understanding that it includes a release of liability, a covenant not to sue, and an indemnification obligation that give up substantial legal rights. The Homeowner signs it freely and voluntarily.

Signatures

Homeowner's Signature Date

Printed Name of Homeowner

For Office Use — Management Services Organization

Refundable Deposit Received……… Non-Refundable Fee Received……

Refund Amount Returned……… Date Returned……

Management Services Organization Representative: .....