



10333 S.W. 76 Street • Miami • Florida 33173  
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**CHECKEE RENTALS**

**Summer 10:00 A.M. - 10:00 P.M.**

**Winter 10:00 A.M. - 6:00 P.M.**

**RENTALS  
MONDAY THRU SUNDAY**

**Pool area is not available for rentals  
from Memorial Day ( May ) through Labor Day ( September )  
*No Rentals – Thursday, before Memorial Day & Tuesday after Labor Day***

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**Pool Area:** Checkee Rates for Children's Parties  
( Children ages 10 & under, only - 20 children maximum)

**Small - Checkee \$ 150.00    Security Deposit \$200.00**

**FLORIDA STATE SALES TAX IS INCLUDED IN THESE RATES.**

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**MEMBERSHIPS**

**Please See Tennis Pro for all Tennis Memberships  
Tennis Court phone: 305 - 279 - 4330**

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## CHECKEE RENTAL AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
KENDALLTOWN HOMEOWNERS ASSOCIATION (hereinafter the "Association")  
and \_\_\_\_\_,  
who reside at \_\_\_\_\_ ( hereinafter the " Resident "

**WHEREAS**, Resident is the owner or tenant of the above described property, and is in good standing with the Association; and

**WHEREAS**, Resident desires to reserve the Checkee on \_\_\_\_\_  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ from \_\_\_\_\_ (a.m. /p.m ) to \_\_\_\_\_ (am./pm) for  
the following purpose: \_\_\_\_\_ and

**WHEREAS**, the Association is willing to permit Resident, the right to use the Checkee, for the foregoing purpose, upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, In consideration of the foregoing, and of the mutual covenants, and promises herein contained, it is agreed as follows:

### **1. USE OF PREMISES**

- a. ***The Checkee is to be used by Resident and Residents invited guests only.*** The number of guests, including servers, utilizing the Checkee. ***Is not to exceed forty (40) persons.*** It is estimated that there will be:  guests at the scheduled function.
- b. The Residents function must be contained within Checkee, and ***no guests shall be permitted to utilize any other areas.*** With the exception of the pool and playground, which may be utilized by the residents and resident's invited guests in accordance with the rules and regulations established for the use of such facilities.
- c. ***The Association reserves the right to enforce the rules,*** and regulations of the Association, and to exclude or reject any or all objectionable persons, from the Checkee and to terminate the Resident's use of the Checkee. If it deems the use or the conduct of persons, using the same objectionable, or if the activities of the guests are creating a nuisance, to other residents. Any user who violates the rules and regulations, governing use of the Checkee, including restrictions on the number of guests allowed, and commencement and termination times for rentals, will be prohibited, from renting the Checkee in the future.
- d. The Resident shall keep and maintain the Checkee in an orderly condition, and ***shall not decorate the Checkee*** without the prior consent of the Association. Guest will be' required submit the set-up request attached hereto as ***"Exhibit A"*** at least one (1) week prior to the scheduled event.

- e. If the Checkee should be damaged by the act, default or negligence of the Resident or any of Resident's agents, employees or guests. Resident shall pay to the Association upon demand, such sums as may be necessary to repair any such damages, exceeding the amount of Resident's security deposit.
- f. The Resident shall be fully responsible for the actions of any caterer, employed by Resident, and shall be responsible to insure, that all of the caterers equipment is removed from the Checkee, immediately upon termination of the function.  
If the Resident employs a caterer, Resident shall be responsible to obtain a certificate of insurance, from the caterer naming the Association as its additional insured. Proof of such insurance coverage must be provided to the Association, at least one (1) week prior to the Resident's use of the Checkee.
- g. If Resident hires any form of entertainment. Resident must provide the Association with evidence, that the individual and/or company hired by the Resident, has adequate insurance. Further, Resident must obtain from the individual and/or company evidence of insurance coverage. The Certificate of insurance obtained from said individual and/or company, must list the Association as an additional insured.
- h. The Resident shall be fully responsible to insure that all guests have vacated the Checkee at the end of the function. All scheduled functions must terminate by 10:00 p.m. in the summer and 6:00pm in the winter, including any clean-up which is required.
- i. The Resident warrants and represents that, Resident and Resident's agents, guests and employees shall comply with all local laws, codes, ordinances and rules, and regulations of any authority having jurisdiction over the Association and all rules and regulations of the Association. Resident shall not engage in any activities which may violate any provisions of the Association's insurance policies.
- j. **NO party flyers** may be distributed, and all guests attending the event must be invited prior to the function.
- k. Resident may **not utilize the Checkee for any commercial purpose**. Also, requiring the payment of any fee or admission charge, from Residents invited guests.
- l. **NO drinking of Alcohol** shall be allowed in the Checkee, by anyone under the Age of 21.

## **2. SECURITY DEPOSIT**

Resident hereby agrees to pay at the time this Agreement is submitted to the Association. **A security deposit in the amount of \$200.00** payable by check or money order made out to: Kendalltown Homeowners Association, inc.

The security deposit which will be deposited upon receipt, such deposit may be used by the Association to ensure that the Residents function ends at the scheduled time, and, that the Checkee is left in a damage free condition after the Resident's use.

The deposit may be used to pay any expenses, incurred by the Association, for repairs to the Checkee. The deposit may also be used to defray the cost of any other expense, incurred by the Association attributable to violations of any of the provisions of this Agreement, and the enforcement thereof. Any unused portion of the security deposit, shall be returned to Resident within three (3) weeks, after the use of the Checkee.

## **3. FEE**

There shall be a fee for the use of the Checkee, for each scheduled function, said fee shall be established by the Board of Directors, and may be increased by the Board of Directors, from time to time.

## **4. RELEASE AND INDEMNIFICATION**

Resident, hereby agrees to indemnify and hold harmless the Association and its officers, directors, employees and management, for and from any and all losses, claims, damages, actions and liabilities, including, without limitation.

Claims for property damage, personal injury or death, arising from or connected with Resident's use of the Checkee, or any other Association Property, or Residents violation of any Rule or applicable law, code or ordinance with respect to the use of the Checkee (including attorney's fees at the trial and appellate levels) **WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR MANAGEMENT OR OTHERWISE**, and Resident hereby waives any claims covered by the foregoing indemnity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, its OFFICERS, DIRECTORS, EMPLOYEES OR MANAGEMENT OR OTHERWISE**. Resident's agreement to indemnify and hold harmless the aforesaid parties shall include attorneys' fees and costs actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken therefrom.

Without limiting the generality of the foregoing. Resident recognizes, and agrees, that the Association's sole liability, with respect to the Checkee and the persons using same, is to provide for the use of the Checkee. Neither the Association nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of Checkee. **THE USE OF THE CHECKEE IS AT ALL TIMES AT RESIDENTS SOLE RISK.**

**5. INSURANCE**

As a prerequisite to the use of the Checkee, Resident shall purchase, maintain and provide evidence of all-risk insurance, such that the Association will be protected from claims for damages against bodily injury, including death, and from claims for damages to property, vandalism, malicious mischief, theft or larceny. The Association shall be named as an additional insured on all policies required to be maintained hereunder, and Certificate(s) of insurance naming the Association as an additional, insured must be provided to the Association not less than ten (10) days prior to the date of the scheduled function. The certificate(s) must contain a provision, that the coverage afforded under the policies may not be canceled without ten (10) days, prior written notice to the Association.

**6. NOTICE**

All notices, by either party to the other provided for in this Agreement, shall be in writing, and sent certified mail addressed to Resident at:

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and addressed to: Kendalltown Homeowners Association, Inc.  
10333 SW 76 Street  
Miami, FL 33173

**7. VENUE**

This Agreement shall be governed by, and its provisions shall be interpreted, and construed according to the laws of the state of Florida. Venue for any action arising out of this Assignment, shall be in a court of competent jurisdiction in Miami-Dade County, Florida.

**8. ATTORNEY'S FEE AND COSTS**

In connection with any litigation, including appellate, proceedings arising out of this Agreement, the prevailing party, shall be entitled to recover all reasonable attorney's fees and costs incurred.

**9. ASSIGNMENT, MODIFICATION AND USE OF PRONOUNS**

This Agreement may be assigned only upon the written approval of the Association. **NO** change or modification of this Agreement shall be valid, unless in writing and signed by all parties hereto. **No** waiver of any of the provisions of this Agreement shall be valid, unless in writing and signed by the party against whom it is sought to be enforced. Whenever a neutral singular pronoun refers to Resident, same shall be deemed to refer to Resident if Resident be a corporation, a partnership, an individual, or two or more persons. All pronouns and words in this Assignment shall be read in the appropriate gender, and the masculine and the feminine shall be interpreted interchangeably, as the circumstances may require.

**10. CANCELLATION**

Association reserves, the right to cancel this Agreement without notice in the event a tropical storm watch, or warning or a hurricane watch or warning is posted within seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances, beyond the Association's control are present.

In the event the Association exercises its cancellation rights hereunder, it shall return Resident's deposit in full, and shall not be responsible for any costs, incurred by Resident in connection with the canceled function.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the date and year first above written.

**KENDALLTOWN HOMEOWNERS  
ASSOCIATION**

**Resident:**

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

**PrintName:** \_\_\_\_\_

**PrintName:** \_\_\_\_\_

**PrintName:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Work Tel:** \_\_\_\_\_

**Home Tel:** \_\_\_\_\_

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**OFFICE USE ONLY**

**DATE FEE RECEIVED:** \_\_\_\_\_

**DEPOSIT RECEIVED:** \_\_\_\_\_

**AMOUNT RECEIVED:** \_\_\_\_\_

**DEPOSIT RETURNED:** \_\_\_\_\_