

## STONEWOOD TOWERS PROCEDURE # 35

### Subject:

Policy for Reserving the Banquet Room

### Purpose:

This Policy is published to outline the proper method to reserve the Banquet Room. It also outlines who has the right to reserve the room for general use, as well as for a private affair. The resident reserving the room is ultimately responsible for the behavior of the guests and for the integrity of Stonewood property and will be held liable for any breach of this trust.

### Banquet Room:

The Banquet Room area may be reserved on a first come, first serve basis by notifying the Manager's office. It is necessary to fill out the proper forms for a private affair. This room is a common element for the use and enjoyment of all residents. Basically, there are two ways the room may be reserved

1. The Stonewood Club may reserve the Banquet Room for social and other events for the benefit of Stonewood Towers residents.
2. Individual occupant owners or renters may also reserve the Banquet Room for a private function by filling out the attached Banquet Room Reservation Request Form for a Private Function. This form must be filled out and submitted to the Manager's office at least one week in advance. If liquor is being served, a Host Liquor License liability insurance must be purchased and a copy presented to the Manager, in order to reserve the Banquet Room for the event. This requirement may be waived by the Manager at the Board of Administration's discretion. If it is certified that no alcohol is being served, no Host Liquor license insurance is required.\*\*

The maximum number of persons per function shall not exceed Eighty (80). If 80% or more of the attendees to a function are Stonewood residents, a deposit of Two Hundred Fifty Dollars (\$250.00) is required. If less than 80% of the attendees are Stonewood residents, a deposit of \$1,000.00 will be required. This deposit must be paid at least one (1) week prior to the event for security against damage and cleaning costs. If there is no damage and the room is left in a clean and orderly manner, the deposit will be returned. No deposit is required for Stonewood activities to which all residents are publicly invited.

\*\*The Board of Administration reserves the right to disapprove any request for private use of the Banquet Room that is contrary to Florida Law, the Stonewood Association Documents, Rules and Procedures established by the Board of Administration. The request may also be denied if the required deposits, proof of insurance and/or other required information are not provided.

Attached: Form – Banquet Room – Reservation Request Use for Private Functions.

Board Secretary Signature

BANQUET ROOM – RESERVATION REQUEST  
USE FOR PRIVATE FUNCTIONS

The undersigned Owner/Renter of Stonewood Towers requests to reserve the Recreation Building Banquet Room for a Private Function not open to the general Condo population and whereas, more than 20% of the attendees are not owners or approved renters of the Stonewood Condo. Association.

Name of Owner/Tenant \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Date of Function: \_\_\_\_\_ Time start: \_\_\_\_\_ end: \_\_\_\_\_  
Estimated # of guests: \_\_\_\_\_ Estimated # of Cars: \_\_\_\_\_  
Type of Function \_\_\_\_\_  
Will alcohol be served \_\_\_\_\_ Will children be present \_\_\_\_\_

**EXCERPTS FROM STONEWOOD ASSOCIATION HOUSE RULES (REV.2010)**

The Banquet Room may be reserved by an Owner or Renter on a first come, first serve basis. Once reserved, the Owner or Renter becomes the host, presides over the event and must be present in the Banquet Room until all guests have departed. The Maximum Number of attendees at the function shall not exceed **80** persons.

The Banquet Room cannot be used for fund raising of any kind.

The Board of Administration reserves the right to disapprove any request for private use if the purpose is in violation of Federal, State, Local laws, or in violation of Condominium documents and/or House Rules.

The use of the Banquet Room does not give guests automatic access to any other facilities at Stonewood Towers. Please check with the office if you have questions. The host resident reserving the room is ultimately responsible for the behavior of the guests and for the integrity of Stonewood property. Any breach of this trust will result in forfeiture of your deposit.

The following conditions are placed on Banquet Room usage.

- a. Turn in a list of all attendees to Condo Office the day before the event.
- b. A hired parking security guard is required for excess of fifteen (15) cars. A non-refundable deposit of \$40.00 is required.
- c. If 80% or more of the attendees to a function are Stonewood residents, a deposit of Two Hundred Fifty Dollars (\$250.00) is required. If less than 80% of the attendees are Stonewood residents, a deposit of \$1,000.00 will be required. This deposit must be paid at least one (1) week prior to the event for security against damage and cleaning costs. If there is no damage and the room is left in a clean and orderly manner, the deposit will be returned. No deposit is required for Stonewood activities to which all residents are publicly invited.
- d. At wedding receptions, NO RICE will be permitted. Only bird seed is allowed.

I FULLY ASSUME THE "HOST LIQUOR LAW LIABILITY". I ALSO CERTIFY THAT I HAVE PROPER LIABILITY INSURANCE AND HAVE ENCLOSED A COPY IF APPLICABLE.

I AM FAMILIAR WITH AND WILL COMPLY WITH THE HOUSE RULES, **ARTICLE X, PROCEDURE #35 AND ANY OTHER RULE THAT REFERENCES, OR IS** ESTABLISHED FOR THE USE OF THE RECREATION BUILDING BANQUET ROOM.

Signature of Owner/Renter: \_\_\_\_\_

Unit Number \_\_\_\_\_ Today's Date: \_\_\_\_\_

Date Deposit was received (For office use only) \_\_\_\_\_

Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

# Stonewood Towers Condominium Association, Inc.

## WAIVER

WHEREAS, I, on behalf of myself, my guests, and my minor children, as well as, for any minor children for whom I have the capacity to contract, hereby acknowledge and agree to the terms and conditions of this Waiver;

WHEREAS, my minor children and children for whom I have the capacity to contract shall hereinafter be referred to as "My Children";

WHEREAS, the terms "guests" and "My Guests" shall be defined to mean and include any individuals who are not owners, tenants or other residents of Units within the Stonewood Towers Condominium and:

1. whose right(s), ability and/or authority to be present at and/or use the facilities, amenities and/or common elements of the Stonewood Towers Condominium Association, Inc. (hereinafter referred to as the "Association") derives from my being an owner, tenant and/or resident of a Unit in Stonewood Towers Condominium; and/or
2. whose right(s), ability and/or authority to attend the Event(s), as that term is defined hereafter, derives from my being an owner, tenant and/or resident of Stonewood Towers Condominium;

WHEREAS, I desire to:

1. use and/or have my family members, My Children, and/or My Guests use the Association's facilities and/or amenities including, but not limited to, the pool, pool area, hot tub, sauna, fitness center, clubhouse, tennis courts, dog walk area, car wash, vacuum center and beach access area (hereinafter referred to as the "Amenities"); and/or
2. attend and/or participate in and/or have my family members, My Children, and/or My Guests attend and/or participate in event(s) [hereinafter referred to as the "Event(s)"] which will take place on the Stonewood Towers Condominium Association, Inc.'s common elements;

WHEREAS, I, My Children and My Guests who will be attending and/or participating in the Event(s), and/or who will be present at and/or using the Amenities shall collectively be referred to as "Attendees";

WHEREAS, as a condition of the Association permitting the Attendees to use the Amenities, as well as, attend and/or participate in the Event(s), I:

1. represent, commit and shall ensure that all Attendees shall follow and abide by the Association's Governing Documents, as well as, all of its rules, regulations and instructions (hereinafter sometimes collectively referred to as the "Restrictions") issued and/or endorsed by the Association;

2. acknowledge and agree that I am solely responsible for the safety and well-being of the Attendees while they are at and/or using the Amenities, as well as, while they are attending and/or participating in the Event(s);
3. acknowledge and agree that the Association expressly shall have no responsibility for the Attendees' safety and well-being, including at and while they are using the Amenities, as well as, while they are attending and/or participating in the Event(s); and
4. waive and release any and all claims I and/or My Children may have and/or acquire against the Association which in any way occur as a result of, on account of and/or arise from: (a) the Attendees' use of or being present at the Amenities, including any activities occurring thereat, as well as, in relation thereto; and (b) attending and/or participating in the Event(s); and
5. represent, commit and shall ensure that all Attendees shall not consume, sell, distribute alcohol and/or become intoxicated while they are at and/or using the Amenities, as well as, while they are attending the Event(s), participating in the Event(s) and/or are using any Association property in conjunction therewith;

WHEREAS, the Association assumes no responsibility for the Attendees, their personal property, safety and/or comfort while they are at and/or using the Amenities, as well as, while they are attending and/or participating in the Event(s);

WHEREAS, as a condition of the Association permitting the Attendees to use and/or be at the Amenities, as well as, attend and/or participate in the Event(s), I agree to hold the Association, its Management, and their respective owners, shareholders, members, officers, directors, agents, employees and assigns (hereinafter collectively referred to as the "Releasees") harmless from and indemnify them against any liability and/or damages arising from:

1. the Attendees being at and/or using the Amenities, as well as, their participating in and/or attending the Event(s);
2. any and all act(s), occurrence(s), accident(s), deficiency(ies) and/or impropriety(ies) which involve the Attendees that may occur at the Amenities, during their use by Attendees and/or which are in any way related to the Amenities;
3. any and all act(s), occurrence(s), accident(s), deficiency(ies) and/or impropriety(ies) which involve the Attendees that may occur at, during and/or which are in any way related to the Event(s);
4. any and all act(s), occurrence(s), accident(s), deficiency(ies) and/or impropriety(ies) which involve the Attendees use of the Amenities
5. the condition of the Amenities; and
6. any injury, illness, death or loss caused by or resulting from Attendees attending the Event(s), participating in the Event(s), being on and/or using the Amenities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees (as that term is defined hereafter) or any other cause;

WHEREAS, I understand the risk and hazards associated with the coronavirus, as well as, those associated with other communicable diseases and/or viruses, including but not limited to, illness and/or

death, and am familiar with, accept and agree to have the Attendees abide by the guidelines published by the Centers for Disease Control and Prevention, as well as, those published by the State of Florida and any applicable local government (hereinafter collectively referred to as the "Governmental Guidelines") while attending the Event(s) and/or using the Association's property;

I further acknowledge and understand that the circumstances and Governmental Guidelines regarding COVID-19, other communicable diseases and/or viruses can change from day to day and I accept full responsibility for familiarizing myself with the most recent updates and taking any and all precautions necessary to protect and ensure the Attendees personal safety. I further acknowledge and agree that the Association, its Board of Directors, its officers, its managers and its employees have not and do not warrant that any steps any of them have taken or hereafter may take to post signage, promote capacity limitations, social distancing, sanitation, disinfection and/or other measures they implement necessarily meet all applicable Governmental Guidelines that may be in effect from time to time or that whatever measures all or any of them may take: (i) will reduce the likelihood of or prevent the transmission of COVID-19 and/or other viruses and/or other communicable diseases to Attendees; and/or (ii) will reduce any other dangers or the risk of harm to Attendees;

WHEREAS, Notwithstanding the risks associated with COVID-19, other viruses and communicable diseases, as well as, all other hazards, which I readily acknowledge, I hereby willingly choose to:

1. attend and/or participate in the Event(s), as well as, authorize and choose to permit My Guests and My Children to attend and/or participate in the Event(s); and
2. be present at and/or use the Amenities, as well as, authorize and choose to permit My Guests and My Children to be present at and/or use the Amenities;

WHEREAS, I understand that accidents or illness can occur while using the Amenities and/or attending and/or participating in the Event(s) and that such might result from Attendees' and/or the Releasees' actions, inactions, or negligence, the Association's failure to follow and/or fulfill its Restrictions, the actions, inactions, or negligence of others, and/or the conditions of the Amenities. Further, I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I agree and attest to the fact(s) that the Attendees:

1. are fully capable of properly and safely attending the Event(s), as well as, being present at and/or using the Association's Amenities; and
2. are in excellent health, and are fully capable of understanding and handling the hazards and conditions associated with attending the Event(s) and/or being present at and/or using the Amenities;

WHEREAS, I acknowledge and fully assume the risk of injury, illness, loss and/or death related to and/or resulting from COVID-19, other viruses, communicable diseases and any and all other hazards caused by, as a result of and/or associated with Attendees and other individuals being present at any of the Event(s) and/or participating in same, as well as, Attendees being present at and/or using the Amenities and hereby RELEASE, WAIVE, AND DISCHARGE, on behalf of myself and My Children, the Releasees from any liability related to, caused by and/or associated with:

1. any and all hazards Attendees may encounter as a result of Attendees attending the Event(s), participating in same, and/or being present at and/or using the Amenities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause;

2. COVID-19, other viruses, communicable diseases, illnesses, and/or death Attendees may contract and/or suffer from and/or as a result of Attendees attending the Event(s), participating in same and/or being present at and/or using the Amenities whether or not such illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause;
3. Injuries Attendees may sustain as a result of Attendees attending the Event(s), participating in same, and/or being present at and/or using the Amenities whether or not such injuries were caused by or resulted from the negligence of the Releasees or other cause.
4. Deaths of the Attendees as a result of Attendees attending the Event(s), participating in same, and/or being present at and/or using the Amenities whether or not such deaths were caused by or resulted from the negligence of the Releasees or other cause.
5. Losses Attendees may sustain as a result of Attendees attending the Event(s), participating in same, and/or being present at and/or using the Amenities whether or not such losses were caused by or resulted from the negligence of the Releasees or other cause.

WHEREAS, 1 through 5 immediately above shall collectively hereafter be referred to as the "Hazards".

WHEREAS, I further COVENANT NOT TO SUE on behalf of myself and My Children, the Releasees for any liability related to, caused by and/or associated with the Hazards.

WHEREAS, I agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of, relating to, caused by and/or associated with, directly or indirectly, the Hazards.

I UNDERSTAND THAT THE INDEMNITY AND HOLD HARMLESS PROVISION(S) HEREIN CONSTITUTES MY ACCEPTANCE OF LEGAL RESPONSIBILITY FOR AND MY AGREEMENT TO PAY FOR ANY LOSS, CLAIMS OR LAWSUITS AGAINST ANY RELEASEE ARISING FROM ATTENDEES ATTENDING THE EVENT(S) AND/OR PARTICIPATING IN THE EVENT(S), AS WELL AS, ATTENDEES BEING PRESENT AT AND/OR USING THE AMENITIES;

WHEREAS, I further agree not to sue, claim against, attach the property of or prosecute the Releasees for any injury, illness, death or loss caused by or resulting from Attendees attending and/or participating in the Event(s), as well as, from Attendees being on and/or using the Amenities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause; and

WHEREAS, It is my express intent that this Waiver shall bind any and all of my heirs and personal representatives, and shall be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named Releasees, regardless of the basis for such claim, including any claim based on negligence of any Releasee or the negligence of others. This Waiver and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS WAIVER. I ACKNOWLEDGE THAT THIS WAIVER IN ITS ENTIRETY WAS EXPRESSLY**

**NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY ASSOCIATION TO ATTEND AND/OR PARTICIPATE IN THE EVENT(S), AS WELL AS, ATTENDEES, BEING PRESENT ON AND/OR USING THE AMENITIES.**

**IN SIGNING THIS WAIVER, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER IN ITS ENTIRETY, AND I UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN WAIVER, HAVE BEEN MADE BY ANY PERSON OR ENTITY WITH RESPECT TO THE MATTERS SET FORTH HEREIN.**

NOW THEREFORE, in consideration of the conditions and premises set forth above, and in consideration of the Association permitting the Attendees to attend and/or participate in the Event(s) and/or be present on and/or use the Amenities, I hereby agree as follows:

1. to all the terms, provisions and conditions hereof;
2. the above recitals are true, correct, binding and enforceable;
3. to indemnify the Releasees and hold them harmless from any and all damages, injuries, liabilities, lawsuits, claims, demands, suits, actions, expenses, damages and attorney fees which arise out of any injury, illness, death or loss caused by, associated with or resulting from Attendees attending the Event(s), participating in the Event(s), being at and/or using the Amenities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause;
4. to defend any and all actions, suits and/or proceedings which may be brought against the Releasees and/or in which the Releasees may be named as a party arising out of Attendees attending the Event(s), participating in the Event(s), being at and/or using the Amenities;
5. to satisfy, pay and discharge any and all judgments, orders, and decrees that may be entered against any and all of the Releasees in any action or proceeding to which any of the Releasees may be made a party or otherwise arising out of Attendees attending the Event(s), participating in the Event(s), being at and/or using the Amenities;
6. to be responsible and liable for any and all liabilities, known or unknown, incidental and/or consequential which are in any way connected with and/or attributable in any way to Attendees' attending the Event(s), participating in the Event(s), being at and/or using the Amenities;
7. each and every provision herein shall inure to the Association and the other Releasees;
8. Words in the singular include the plural, and the plural include the singular. The word "or" is not exclusive and the word "and" may be conjunctive or disjunctive in the sole and absolute discretion of the Association. The phrase "and/or" shall apply to and include both the conjunctive and disjunctive.

9. If any one or more of the provisions contained in this Waiver is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion thereof shall be deemed stricken.
10. all pronouns and their variations shall be deemed to refer to the masculine, feminine or neuter, and to be singular or plural, as appropriate.

IN WITNESS WHEREOF, I have signed this Waiver on the date set forth below.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAMES OF MINOR CHILD(REN):  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAMES OF MINOR CHILD(REN):  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAMES OF MINOR CHILD(REN):  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAMES OF MINOR CHILD(REN):  
\_\_\_\_\_  
\_\_\_\_\_

Stonewood Towers  
Guest List

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