

## MIRA VISTA CLUBHOUSE RENTAL AGREEMENT    Effective: March 21, 2023

The Mira Vista Clubhouse is for the exclusive use of the owners and tenants of the Mira Vista Condominium Association who are in good standing. "Good standing" refers to owners and tenants who are current in the payment of their assessments (including fees, assessments, interest, late fees and legal fees) and who are not in violation of any Mira Vista Rules and Regulations. The Clubhouse is not to be rented by non-residents, outside organizations, any profit-making activity, political fund raising, sub-leased, and is not for public use. Non-compliance with the Mira Vista Rules and Regulations may result in no refund or deductions from the security deposit. Violations may also result in the loss of the right to use the facilities in the future.

In order to determine availability of the Clubhouse for your event, please contact the MiraVista Condo Assn., Inc. via: **email:** [manager@miravistanaples.com](mailto:manager@miravistanaples.com)

1. Owners and tenants interested in renting the Clubhouse for private use must complete the "Mira Vista Condominium Association Clubhouse Rental Permit" on the other side of this form.
2. Rental of the Clubhouse is currently limited to a **maximum capacity of 25 people**, and the owner or tenant sponsoring the rental event must be present at all times during the event.
3. **Clubhouse rental is available from 12 noon to 6 PM.**
4. Decorations of any kind are not permitted and shall NOT be attached to the walls, doors, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, etc.
5. The owner or tenant must clean up immediately following the event. Trash, cups, plates, plastic-ware, cake, food, decorations, etc. must be gathered and placed in proper garbage receptacles. All garbage trash bags must be disposed of in the dumpster before leaving. No trash may be left at the clubhouse.
6. **There is NO SMOKING and NO ALCOHOLIC BEVERAGES permitted in the Clubhouse or restrooms.** Smoking must be at least 30 feet from the Mira Vista buildings.
7. **Clubhouse rental does not include use of the pool, pool deck, or gas grill.** Rental is for clubhouse only.
8. **NO pets or animals of any kind are permitted** with the exception of working service dogs.
9. Owner or tenant and guests must abide by the noise ordinance of Collier County. The Mira Vista Condo Association has the right to call the Collier County Sheriff Department regarding excessive noise complaints (**Live or recorded music is not permitted in the Clubhouse.**) and to remove from the premises any person(s) it deems to be engaging in inappropriate conduct without liability. Unacceptable behavior resulting in complaints will not be tolerated and may result in an immediate cancellation of your event and forfeiture of your deposit.
10. The application must be submitted at least fourteen (14) days in advance and must be accompanied by a \$225 deposit, \$25 of which is non-refundable to compensate for utility usage and general wear and tear. (Please remit two separate checks - \$25 & \$200 made to Mira Vista Condominium Association).

If after the event the Clubhouse and premises pass the concluding walkthrough inspection by a representative of Mira Vista, the remainder of the deposit will be returned no later than two weeks from the day of the rental. However, in the judgment of the Mira Vista representative, if excessive cleaning is required, an additional deduction shall be made from the \$200 deposit. Any damage requiring repair or replacement will be deducted from the deposit. If repair or replacement exceeds \$200, the owner or tenant signing the rental permit agrees to compensate Mira Vista for the cost of such repairs or replacements. Owner or tenant further agrees that if the need to recoup compensation is placed in the hands of an attorney for collection, costs will include reasonable attorney's fees.

**MIRAVISTA CLUBHOUSE RENTAL PERMIT**

Print name of applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Unit # \_\_\_\_\_

Applicant Cell Phone: \_\_\_\_\_ Applicant email: \_\_\_\_\_

Name of unit owner (if clubhouse rented by tenant): \_\_\_\_\_

Requesting Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Number of Persons Attending (not to exceed 25): \_\_\_\_\_

The permit holder will comply with the Rules and Regulations regarding the use of the Mira Vista Condominium Association Clubhouse which are attached to this permit. It is understood that the Mira Vista Condominium Association, and its Board of Directors and Officers, shall not be liable for injury to persons or property occurring in, on or about the premises from any cause whatsoever.

**I acknowledge I have read the Rules and Regulations regarding use of the Mira Vista Clubhouse and I am responsible for adherence, and that all participants will also adhere and conduct themselves in an orderly manner.**

Signature of (owner or tenant) applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Security Deposit: \$200. \_\_\_\_\_ Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Utility Use Fee: \$25. \_\_\_\_\_ Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ by Mira Vista BOD member Date: \_\_\_\_\_

Board Member Name: \_\_\_\_\_

Security Deposit will be returned \_\_\_\_ or shredded \_\_\_\_ to the above provided address in the amount of \_\_\_\_\_

by: Signature \_\_\_\_\_ Date: \_\_\_\_\_

In some situations, these regulations may not apply to official Mira Vista Condominium Association activities.

**DROP YOUR CHECK OFF ONSITE AT THE OFFICE DROP-BOX NEXT TO THE CLUBHOUSE DOOR.**

**PLACE YOUR CHECKS IN THE MAILBOX ENCLOSED IN AN ENVELOPE WITH YOUR NAME, BUILDING AND UNIT #.**