



SUNSET LOUNGE RENTAL USE AGREEMENT

The Owner/Resident (jointly and severally, hereinafter collectively referred to as “User”) may enter into a Sunset Lounge use Agreement (“Agreement”) upon the approval of submitted application by and between Seville at Tradition Homeowners Association, Inc (“Association”) subject to the terms, conditions and obligations set forth in this Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agreed to by User.

TERMS AND CONDITIONS

1. Rental Reservations. The Sunset Lounge may be reserved up to 6 months in advance. Reservations may be made by filling out the Sunset Lounge reservation request form on the Seville website and must be approved by the Lifestyle Director. Once approved the use fee and deposit must be paid via electronic invoice to secure the requested reservation. Reservations for a social function to be used for political, religious, secret society, commercial, solicitation or illegal activities are prohibited. Cover charges, entry fees or ticket sales may not be collected for any event.

2. Use Fee. As consideration for the use of the Sunset Lounge, the User agrees to pay Association the Use Fee for up to four (4) hours. A partition allows the Sunset Lounge to be rented with three different configuration options as outlined below:

- a. Entire Sunset Lounge: \$500
- b. Area A of the Sunset Lounge featuring soft seating areas, TV and wet bar area: \$250
- c. Area B of the Sunset Lounge featuring flexible table seating: \$250

Each additional hour needed is an additional fee of \$75 per hour.

The Use Fee will constitute a non-refundable fee and compensation to the Association for the use of the Sunset Lounge.

Area A of the Sunset Lounge is reserved AS IS and furniture may not be temporarily moved or removed from the room.

Area B of the Sunset Lounge may be reconfigured by user at their own risk and must be returned back to its original configuration.

User is responsible to return the room to the Association after rental clean including removing any excess trash that does not fit in the trash receptacles in the room offsite to the dumpster. Any cleaning required in excess of routine maintenance cleaning such as vacuuming (including, without limitation, taking down and removal of decorations, bagging of garbage and removing all personal belongings) shall be the User’s responsibility at User’s cost. Simultaneously with the execution of this Agreement, User shall pay the Use Fee to the Association.

3. Onsite Security Fee: In order to protect the assets of the Association and ensure a safe environment, a nonrefundable Onsite Security Fee of \$150.00 shall be due with all room rentals. This fee includes one (1) Security Officer for a total of five (5) hours. The Security Officer shall be responsible for protecting the Association's property, monitoring the Function to ensure compliance with the Association's Rules and Regulations, assisting with authorized guest access, and securing the Sunset Lounge partition, as needed. The Security Officer is not responsible for supervising the Function on behalf of User and shall not be required to perform any event-related duties, including, without limitation, the setup or

breakdown of tables, decorating, loading or unloading of supplies, removal of trash, cleaning, or any other event setup or cleanup activities.

4. Security Deposit. In addition to the Use Fee and Onsite Security Fee, User shall pay to the Association a Security Deposit of **\$500.00**. The Security Deposit must be paid along with the use fee to secure the reservation date. The Security Deposit shall serve to protect the Association against damages to the property and facilities owned, operated and/or maintained by the Association (the "Community Facilities") within Seville caused by the User, its family members, guests, invitees, employees, vendors and/or agents (collectively, the "Attendees"). The Security Deposit will be refunded to User, in full, unless in the sole discretion of the Association, it is determined that damages have been caused to any portion of the Community Facilities by any of the Attendees or if the Sunset Lounge is not left in a clean condition as required by this Agreement. Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the Community Facilities exceeds the Security Deposit amount. If, after inspection by Association, the Sunset Lounge is deemed to be in clean condition and no damage has been caused to any of the other Community Facilities by User and/or the Attendees, the full amount of the Security Deposit shall be refunded to User by the Association within fifteen (15) days after the Reserved Date.

5. Occupancy and Restricted Use. The Maximum Occupancy for the Sunset Lounge is 80 people. Area A is limited to 40 people for maximum occupancy. Area B is limited to 40 people maximum occupancy. The Attendees are not permitted to use or be unattended in any other Amenities. Use of the connected outdoor patio, putting green, swimming pools, tot lot, game lawn, pool deck, fitness center, The Cove, pickleball courts, basketball court and/or other community facilities in connection with the use herein is strictly prohibited. The event may not cause a nuisance or hazard to the community. Music must not be at a level that is disturbing to others throughout the Clubhouse. Failure by User or the Attendees to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

6. Time Limits; Sunset Lounge. User shall have the right to use the Sunset Lounge only during the Reserved Time set forth and must vacate the Sunset Lounge no later than the end of the Reserved Time. Notwithstanding the foregoing, the maximum time permitted for use of the Sunset Lounge by User is up to four (4) hours and all events must end no later than 10:00PM EST. As a courtesy 2 hours prior to the event is allotted for set up at no charge and 1 hour after the end of event for cleanup is allotted (11:00 PM). These courtesy set up and clean up times apply to all private vendors i.e. DJs, rental companies and entertainers as well. Earlier set up of room requires additional usage fees. The Association reserves the right to establish time limits for the other areas and Community Facilities within Seville. Failure to abide by the time restrictions and requirements set forth in this Paragraph shall be a User Default.

7. Catering Kitchen; Sunset Lounge. Use of the Catering Kitchen is included with any rental of the Sunset Lounge. No items or food are to be left in the Catering Kitchen. There will be a \$50 cleaning fee assessed for the cleaning of this space if it is not returned back to the association after use in its original clean condition. Use of consumption of any stored food or condiment items is prohibited.

8. Modifications/Alterations/Prohibited Items. No modifications and/or alterations shall be permitted to the Sunset Lounge or any other portions of the Community Facilities by User or the Attendees. No decorations may be pasted, tacked or nailed to any walls, ceilings, doors, poles or other improvements. Glitter, confetti, snow, foam and any items that emit fire such as candles are prohibited. Sale of alcohol is prohibited. Under no circumstances should any furniture, equipment or any other items be removed from the Community Facilities.

9. Code of Conduct. User is responsible to ensure all guests follow Seville's Code of Conduct: All residents and guests must conduct themselves so as not to jeopardize or interfere with the rights, privileges and enjoyment of others. Everyone must refrain from loud, profane, or indecent language, must not harass or accost any other individual, and not compromise the safety of others. Abusive behavior towards staff or impeding the staff's ability to properly conduct business is inexcusable (e.g. being verbally degrading or hostile, refusing to scan amenity access card or identify themselves upon request).

10. User Attendance. User must be in attendance at the Function and act as a responsible supervisor at all times, without exception. User is to ensure that all Attendees abide by all Rules and Regulations of the Association and to not cause any damage to the Sunset Lounge or any of the other Community Facilities. No more than the Maximum Number of Guests shall be permitted in or around the Sunset Lounge in connection with the use granted herein. User shall ensure that neither the Attendees nor the activities involved disturb or interfere with other residents' and guests' use of other Community Facilities or any other function.

11. No Damage to Community Facilities or Sunset Lounge. User shall not cause or permit to occur any damage to the Sunset Lounge or any of the other Community Facilities including all items listed in paragraph 4. If the Sunset Lounge and/or Community Facilities are damaged by the act, failure to act, or negligence of the User, the Attendees, or any other persons admitted within Seville community on User's behalf, User shall pay to Association all sums necessary to repair and restore the Sunset Lounge and/or Community Facilities so damaged. In addition, the Association shall have the absolute right to apply the Security Deposit towards the amounts due from User pursuant to this Paragraph.

12. Vendors. All vendors to be used by User in connection with the Function must be disclosed to Association in writing (including contact information) on the application and approved by the Association. This includes catering, entertainment, rental companies etc. User is responsible to provide the Association with Certificates of Insurance from each vendor naming 'Seville at Tradition Homeowners Association, INC' as an additional insured. User is solely responsible to contract and pay for any vendors, as well as all equipment necessary or desirable by User for the Function. Notwithstanding anything to the contrary, the following services and/or equipment are not permitted to be brought or used upon any portion of Seville property, including, but not limited to the Sunset Lounge: outdoor loudspeakers or similar devices; snow, foam or confetti; moving rides or mechanical amusement rides; live animals; or any other activity the Association, in its sole and absolute discretion, deems unsafe or destructive to people or property. Failure to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

13. No Smoking. Smoking (including, without limitation, electronic cigarettes, cigarettes, vapes, pipes and cigars) is not permitted in any areas.

14. Liability; Indemnification. Use of the Sunset Lounge by User and/or the Attendees is at each of their sole risk. User is and shall be responsible for any and all losses, damages, judgments, liabilities, injuries (including death), causes of actions, repairs, fees, costs and expenses (collectively, "Claims") arising out of, resulting from and/or relating to: (a) the Function or User's and/or Attendees' use and enjoyment of the Sunset Lounge and/or the Community Facilities including, without limitation, any and all Claims involving the serving and/or consuming of alcoholic beverages at the Function, and (b) any failure by User to comply with the terms and conditions of this Agreement. Accordingly, User hereby expressly agrees to indemnify, defend and hold harmless the Association and the Association's members, officers, directors, employees, representatives, agents, successors and assigns, from and against any and all Claims including, without limitation, reasonable attorneys' fees and costs at all trial, appellate and post-judgment levels and proceedings and whether suit be brought or not.

15. Insurance. User shall be responsible for ensuring that all of User's vendors have and shall maintain comprehensive general liability insurance that will cover any Claims made in connection with or arising out of the Function. Proof of such insurance coverage shall be provided to the Association as provided in Paragraphs 12. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder.

16. User Default. In the event User and/or any Attendee defaults, violates or fails to comply with any of the terms or conditions contained in this Agreement (a "User Default"), in addition to all other rights or remedies Association may have at law and/or equity, the Association shall have the right to immediately terminate this Agreement and retain the Use Fee and Security Deposit paid by User, as well as deny User from reserving the Sunset Lounge and/or any of the other Community Facilities in the future. If such User Default occurs after the commencement of the Function, in addition to the foregoing remedies, Association shall have the right to immediately stop the Function and require User and all Attendees and User's vendor(s) to immediately vacate the Sunset Lounge and all other portions of the Community Facilities.

17. Cancellation by Association. The Association may cancel this Agreement at any time: (i) due to acts of God or disaster, (ii) in the event of a User Default, or (iii) if in the sole opinion of the Association, it deems it necessary to do so. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User Default) prior to the Reserved Date, the Use Fee and Security Deposit paid by User to the Association shall be returned to User within fifteen (15) days after the date of the cancellation by the Association. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User Default) once the Function has commenced, then, the Security Deposit (but not the Use Fee), shall be returned to User within fifteen (15) days of the date of cancellation or termination by the Association, provided no damages have been caused to any portion of the Community Facilities and the Sunset Lounge is left in a reasonably clean condition. Except only for receiving return of the Use Fee and /or Security Deposit as expressly provided in this Paragraph, User shall not be entitled to any other compensation from Association for any such cancellation, and User hereby waives any and all other Claims user may have as a result of any such cancellation.

18. Cancellation by User. User must submit, in writing, notification of cancellation no less than two (2) days prior to the Reserved Date in order to receive a refund of the Security Deposit and Use Fee. Refunds will be determined at the discretion of the Association and returned within fifteen (15) days of the Reserved Date.

19. Compliance with Codes and Ordinances. User shall comply with all laws of the United States, the State of Florida, all ordinances of St Lucie County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of User's use of the Sunset Lounge and this Agreement.

20. Sums Due; Remedies for Nonpayment. Any sums of money owed by User pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms of this Agreement shall be treated as an assessment against User's Lot(s) capable of being the subject of a lien on User's Lot(s) and such other remedies (including foreclosure) that the Association may have under the Association's governing documents, similar to other Assessments as provided in the Association's governing documents, together with interest and reasonable attorney's fees and costs incurred by the Association related to the collection of the assessment or enforcement of such lien at all trial, appellate and post-judgment levels and proceedings and whether suit be brought or not. Such sums, if not paid when due, shall bear interest from the due date until paid at the maximum rate as allowed by law. Nothing in this Paragraph shall limit the Association from exercising any and all other remedies Association may have under the Association's governing documents and/or applicable law.

21. Attorneys' Fees. In the event of a dispute arising out of or in connection with this Agreement and/or User's use of the Sunset Lounge, the prevailing Party shall be entitled to recover all costs incurred in connection with such dispute, including, without limitation, reasonable attorneys' fees and costs incurred through and including all trial, appellate, and post-judgment levels and proceedings and whether suit be brought or not.

22. Jury Waiver. USER KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT USER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHT OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH AND/OR RELATING TO THIS AGREEMENT AND/OR USER'S AND ATTENDEES' USE OF THE SUNSET LOUNGE AND/OR COMMUNITY FACILITIES.

23. Severability. Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision of this Agreement shall be found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

24. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

25. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

26. No Assignment. User may not assign or transfer its rights or interests under this Agreement.

THE UNDERSIGNED USER AND ASSOCIATION, HAVING FULLY READ THE FOREGOING, HEREBY CONSENT AND AGREE TO THE FOREGOING USE AGREEMENT.