



**Mission Bay Community Association Rental Facility Agreement**  
*(To be Completed by MBCA Residents Only)*

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between Mission Bay Community Association, Inc. (the “Association”) and \_\_\_\_\_, who is a resident and homeowner in the Mission Bay Community (the “User”). User agrees to all terms set forth in this Agreement below and represents that all information provided below is true and correct.

**Event Name:** \_\_\_\_\_ **Event Date:** \_\_\_\_\_

**Event Theme/Occasion:** \_\_\_\_\_

**Event Start & End Times of the Event:** \_\_\_\_\_

**Set Up Time:** \_\_\_\_\_ **Breakdown Time:** \_\_\_\_\_

**Estimate # of Guests:** \_\_\_\_\_ *\*(A guest list, in alphabetical order (by last name), including vendors and their employees, must be provided at least **14 days prior to the event** for security purposes).*

**Area Rental (please chose your option below):**

**Clubhouse Room Rental Fees**

**(Maximum Capacity: 80 Guests):**

- Rental Rate:** \$650 (4 hr.) including Party Supervisor.
- Additional hours:** \$100/hr. no more than 2 hrs. including Party Supervisor.
- Security Deposit:** \$250 – **Refundable** (check only – separate)

**Pool Deck Rental Fees**

**(Maximum Capacity: 30 Guests):**

- Hourly Rental Rate:** \$50 - No Party Supervisor required (min. 2hrs / max. 6hrs)
- No Party Supervisor required**
- No Security Deposit required**

**Meeting Room Rental Fees**

**(Maximum Capacity: 40 Guests):**

- Rental Rate:** \$450 (4 hr.) including Party Supervisor.
- Additional hours:** \$100/hr. no more than 2 hrs. including Party Supervisor.
- Security Deposit:** \$250 – **Refundable** (check only – separate)

**Reserved Area:** \_\_\_\_\_

**MBCA Owner Responsible for Rental:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Event Contact (If different from owner):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Rental Facility Further Agreements:**

Events held in the Meeting Room or Clubhouse **Friday through Sunday must end by 1:00 AM**. Events held on the Pool Deck **Friday through Sunday must end by 10 PM**. No alcohol is allowed on the Pool Deck unless the Clubhouse is rented in conjunction with the Pool Deck. Mission Bay does not rent the Gazebo area. The use of the kitchen is allowed **ONLY** if you rent the Clubhouse. We kindly request all MBCA Residents renting an event space to be respectful to those utilizing other areas within the facility as we strive to maintain a respectful community atmosphere.

**Events on the following holidays are NOT allowed: New Year’s Day, New Year’ Eve, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Christmas Eve.**

Event scheduling during other holidays requires approval from the management company and depends on the availability of party supervisors. Rentals are not allowed on weekends when Mission Bay-sponsored events take place. For events, set-up time is permitted 1 hour before the start, and clean-up must be completed within 30 minutes after the event concludes. Additional time for set-up and clean-up can be requested but requires approval from the main office. The MBCA resident or event contact will have exclusive access to the reserved area during their designated time and must vacate the space promptly at the end of the event.

**Caterer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Will your event have alcohol?** (Y) \_\_\_\_\_ (N) \_\_\_\_\_

**Licensed Bartender Name:** \_\_\_\_\_

**License Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Entertainment/ DJ Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**\*ADDITIONAL VENDORS\***

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

\*Vendors must list Mission Bay Community Association as the additional insured party. A copy of the insurance document shall be delivered to the Mission Bay Office at least fourteen (14) calendar days before the event.

**Renting from the MBCA:**

○ Tables & Chairs (Complimentary): Chairs: Quantity: \_\_\_\_\_

Shape: 4 ft Square Quantity: \_\_\_\_\_

Additional items:

Shape: 6 ft Rounds Quantity: \_\_\_\_\_

- Speaker and Wireless Microphone: \$25

Shape: 6 ft Rectangle Quantity: \_\_\_\_\_

- Fire Pits (Lit): \$30

Shape: 8 ft Rectangle Quantity: \_\_\_\_\_

**Rental Facility Pricing Structure:**

**Clubhouse Rental Fees**

- Security Deposit:** \$250
- Rental Rate:** \$650 x 4hrs includes Party Supervisor fee.
- Additional hour fee:** \$100/ hr. X \_\_\_\_\_ = \_\_\_\_\_ (max. 2 hrs includes Party Supervisor fee).

**Meeting Room Rental Fees**

- Security Deposit:** \$250
- Rental Rate:** \$450 x 4hrs includes Party Supervisor fee.
- Additional hour fee:** \$100/ hr. X \_\_\_\_\_ = \_\_\_\_\_ (max. 2 hrs includes Party Supervisor fee).

**Pool Deck Rental Fees**

- Hourly Rental Rate:** \$50/ hr. X \_\_\_\_\_ hrs. = \_\_\_\_\_ (max. 6hrs)
- No Party Supervisor
- No Security Deposit

**Additional Add Ons**

- Speaker and Wireless Microphone:** \$25
- Fire Pits (Lit):** \$50

**GRAND TOTAL: \$** \_\_\_\_\_

-----  
**Security Deposit of:** \_\_\_\_\_ **(Separate Check). Due Upon Signing**

**Rental Fee of:** \_\_\_\_\_ **. Due by:** \_\_\_\_\_.

I, the undersign, agree to pay the full amount due indicated above.

\_\_\_\_\_  
**Owner Signature:**

\_\_\_\_\_  
**Today's Date:**

\_\_\_\_\_  
**Staff Signature:**

\_\_\_\_\_  
**Today's Date:**

-----  
**Payments Received (To Be Completed with a Staff Member)**

<b>Amount:</b>	<b>Date:</b>	<b>Check No:</b>	<b>Staff Initials:</b>	<b>Resident Initials:</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## **CLUBHOUSE MEETING ROOM, & POOL DECK RENTAL ADDITIONAL TERMS AND CONDITIONS**

**1. PAYMENT METHOD:** CREDIT CARD AND CHECKS ACCEPTED, NO CASH. THE SECURITY DEPOSIT AND PARTY RENTAL MUST BE PAID WITH SEPARATE CHECKS MADE OUT TO MISSION BAY COMMUNITY ASSOCIATION. A **48-HOUR NOTICE** FOR CANCELLATIONS MUST BE GIVEN FOR A FULL REFUND. \_\_\_\_\_ (INIT).

- **CLUBHOUSE & MEETING ROOM:** FULL PAYMENT (RENTAL FEE) MUST BE RECEIVED **TWO WEEKS PRIOR** TO THE EVENT. IF PAYMENT IS NOT RECEIVED, IT IS SUBJECT TO CANCELLATION. \_\_\_\_\_ (INIT).
- **POOL DECK ONLY:** FULL PAYMENT MUST BE RECEIVED AT THE **SAME TIME** OF THE SIGNED RENTAL AGREEMENT TO RESERVE THE DATE. \_\_\_\_\_ (INIT).

**2. PARTY SUPERVISOR:** THEY WILL ARRIVE AT THE TIME OF SET-UP INDICATED IN THE RENTAL AGREEMENT. THE PARTY SUPERVISOR WILL BE IN CHARGE OF THE CLEANING DURING AND AFTER THE EVENT (*EXCEPT*: POOL DECK). \_\_\_\_\_ (INIT).

**3. TIME:** WEEKEND EVENTS MUST BE OVER BY **1:00 A.M** (CLUBHOUSE AND MEETING ROOM). IF YOU HAVE A DJ, THE EVENT MUST END BY **MIDNIGHT** SINCE CONSIDERATION MUST BE GIVEN TO OWNERS WHO LIVE NEARBY. THE RESIDENT MUST CONFIRM THAT THE EVENT IS FOR PERSONAL FAMILY AND FRIENDS USE ONLY. **IF THE EVENT IS FOR BUSINESS, FUNDRAISER & POLITICAL CAMPAIGNS, THE EVENT WILL BE CANCELLED IMMEDIATELY.** \_\_\_\_\_ (INIT).

- **NOISE – BY 11:00 PM,** ALL ACTIVITY MUST BE CONTAINED INSIDE THE CLUBHOUSE, WITH DOORS CLOSED, SO AS NOT TO DISTURB THE NEIGHBORING COMMUNITY RESIDENTS. \_\_\_\_\_ (INIT).

**4. SET-UP:** SET-UP SHALL BE 1 HOUR **BEFORE** THE EVENT STARTS. \_\_\_\_\_ (INIT).

- NO SET-UP THE DAY BEFORE THE EVENT. \_\_\_\_\_ (INIT).
- NO RENTALS ON HOLIDAYS OR HOLIDAY WEEKENDS. \_\_\_\_\_ (INIT).
- NO MORE THAN ONE RENTAL PER WEEKEND. \_\_\_\_\_ (INIT).
- NO RENTALS ON THE WEEKEND OF MISSION BAY-SPONSORED EVENTS. \_\_\_\_\_ (INIT).

**5. CLEAN-UP:** CLEAN-UP SHALL BE **30 MINUTES AFTER** THE EVENT FINISHES. \_\_\_\_\_ (INIT).

- AFTER THE CLUBHOUSE/MEETING ROOM EVENT, ALL THE TRASH MUST BE BAGGED, TIGHTLY SEALED AND LEFT INSIDE THE DOOR. FOR THE POOL DECK/GAZEBO, TRASH BAGS MUST BE LEFT BY THE TRASH CAN. ALL ROOMS MUST BE CLEAN IMMEDIATELY AFTER YOUR EVENT. \_\_\_\_\_ (INIT).

**6.** THE RESIDENT MUST BE PRESENT DURING THE ENTIRE EVENT. THIS INCLUDES SET-UP AND CLEAN-UP TIME. THE AGREEMENT IS NON-TRANSFERABLE. \_\_\_\_\_ (INIT).

**7. GUEST LIST:** PROVIDE YOUR COMPLETE GUEST LIST TO THE MANAGEMENT OFFICE **TWO WEEKS (14 DAYS) BEFORE** YOUR EVENT. \_\_\_\_\_ (INIT).

**8. TABLES & CHAIRS:** MISSION BAY COMMUNITY ASSOCIATION, INC. WILL ONLY PROVIDE TABLES

AND CHAIRS PER REQUEST BEFORE THE EVENT. UNDER NO CIRCUMSTANCES SPECIFIC, CLUB FURNITURE & EQUIPMENT ORIGINALLY PLACED IN EACH AVAILABLE RENTAL FACILITY CAN BE REMOVED FROM THE AREA. RESIDENTS CAN MOVE CHAIRS AND TABLES AS DESIRE; HOWEVER, THEY WILL BE RESPONSIBLE FOR ANY DAMAGES TO THE FLOOR, AND ITEMS MUST BE RETURNED TO THEIR ORIGINAL POSITIONS AFTER THE EVENT. \_\_\_\_\_ (INIT).

- BY THE EVENT'S END, FOLDING TABLES AND CHAIRS SHOULD BE LEFT OUT FOR THOROUGH CLEANING FOR THE NEXT DAY. \_\_\_\_\_ (INIT).

**9. FIRE PIT (LIT) RENTAL:** FIRE PIT RENTAL IS ONLY ALLOWED IF THE GAZEBO & POOL DECK ARE RENTED TOGETHER. THE FIRE PIT MUST BE INSTALLED AND TURNED ON BY THE PARTY SUPERVISOR IN CHARGE. THE ITEM MUST BE REQUESTED IN ADVANCE, **NOT** THE SAME DAY OF THE EVENT. \_\_\_\_\_ (INIT).

**10. NO** SMOKING, BARBEQUE GRILLS, LIT CANDLES, FIRE PITS, FIREWORKS, OPEN FLAMES, OR ANYTHING FLAMABLE IS ALLOWED. \_\_\_\_\_ (INIT).

**11. NO** VAPES, PIPES, CIGARS, OR CIGARETTES ARE PERMITTED. SMOKING IS ONLY PERMITTED IN THE PARKING LOT, NOT IN THE FRONT ENTRANCE OF THE CLUBHOUSE. \_\_\_\_\_ (INIT).

**12.** MISSION BAY COMMUNITY ASSOCIATION, INC. RESERVES THE RIGHT TO PROHIBIT VENDORS OR ACTIVITIES THAT MAY PRESENT A HAZARD OR SAFETY ISSUE TO PEOPLE OR PROPERTY, INCLUDING BUT NOT LIMITED TO PETTING ZOOES, FIRE EATERS, STILT WALKERS, KNIFE THROWERS, ETC. \_\_\_\_\_ (INIT).

**13.** PROPER ATTIRE MUST BE WORN AT ALL TIMES. NO BATHING SUITS ARE ALLOWED INSIDE THE CLUBHOUSE OR MEETING ROOM. THE CLUBHOUSE/MEETING ROOM IS NOT TO BE USED FOR POOL PARTIES. \_\_\_\_\_ (INIT).

**14.** NO GLITTER, SLIME, CONFETTI, TAPE, NAILS, TACKS, ETC. SHALL BE ATTACHED TO THE WALLS, WINDOWS, TABLES, OR OTHER SURFACES. HOWEVER, FREE-STANDING TABLETOPS OR DECORATIONS CAN BE TIED TO CHAIRS. IF CANDLES ARE USED, THEY MUST BE BATTERY OPERATED TYPE ONLY. \_\_\_\_\_ (INIT).

**15.** THE RESIDENT SHALL PROVIDE ADEQUATE PROTECTION FOR TABLES (CLOTHS) TO PREVENT DAMAGE CAUSED BY HOT DISHES OR SPILLED LIQUIDS. \_\_\_\_\_ (INIT).

**16.** MISSION BAY COMMUNITY ASSOCIATION, INC. WILL NOT BE RESPONSIBLE FOR UTENSILS, FURNITURE, CHINA, GLASSWARE, FOOD, BEVERAGES, OR ANY OTHER ITEMS BROUGHT BY THE USE OR CATERERS OF THE EVENT. \_\_\_\_\_ (INIT).

**17. ALCOHOLIC BEVERAGES:** ALCOHOLIC BEVERAGES SERVED AT THE USER'S EVENT MUST BE DISPENSED FROM AN OPEN BAR THAT IS PROVIDED TO GUESTS FREE OF CHARGE. THE BARTENDING VENDOR MUST PROVIDE A LICENSE AND CERTIFICATE OF INSURANCE WITH MISSION BAY COMMUNITY ASSOCIATION AS THE CERTIFICATE HOLDER. UNDER NO CIRCUMSTANCES ARE ALCOHOLIC BEVERAGES TO BE SOLD ON MISSION BAY'S PROPERTY. \_\_\_\_\_ (INIT).

**18.** ACCORDING TO ARTICLE II, SECTION 34-35 OF PALM BEACH COUNTY CODE: "IT SHALL BE UNLAWFUL FOR ANY PERSON TO MAKE, CONTINUE, OR CAUSE TO BE MADE OR CONTINUED ANY UNREASONABLY LOUD, EXCESSIVE, UNNECESSARY OR UNUSUAL NOISE. "IN THE CASE THAT A NOISE COMPLAINT IS FILED, AND YOUR PARTY IS ISSUED A NOISE ORDINANCE CITATION (OR ANY OTHER PBC CITATION), THE PARTY RENTERS WILL BE RESPONSIBLE FOR PAYING THE FINE. " \_\_\_\_\_ (INIT).

**19. VENDOR'S INSURANCE:** VENDORS MUST PROVIDE A LIABILITY INSURANCE CERTIFICATE NAMING MISSION BAY COMMUNITY ASSOCIATION AS ADDITIONAL INSURED (CERTIFICATE HOLDER), CURRENT WORKERS COMPENSATION INSURANCE CERTIFICATE AND A CURRENT PALM BEACH COUNTY OCCUPATIONAL LICENSE. MUST BE TURNED INTO THE OFFICE AT LEAST FIFTEEN (15) BUSINESS DAYS IN ADVANCE OF THE EVENT DATE. THE ASSOCIATION RESERVES THE RIGHT TO PROHIBIT VENDORS OR ACTIVITIES THAT MAY PRESENT A HAZARD OR SAFETY ISSUE TO PEOPLE OR PROPERTY. \_\_\_\_\_ (INIT).

**20.** THE ASSOCIATION RESERVES THE RIGHT TO ENTER THE PREMISES DURING THE PERIOD OF USER'S USE TO EJECT ANY PERSON OR PERSONS BEHAVING IN A DISORDERLY MANNER OR CONTRARY TO THE RULES AND REGULATIONS OF THE ASSOCIATION AND TO PREVENT ANY DAMAGES TO DESTRUCTION OF THE PREMISES. \_\_\_\_\_ (INIT).

**21.** MISSION BAY HOMEOWNER/RESIDENT UNDERSTANDS THAT IF THEY ARE RENTING THE CLUBHOUSE, GAZEBO, SOCIAL ROOM (MEETING ROOM), OR POOL DECK FOR A FAMILY MEMBER OR FRIEND THEY MUST BE PRESENT THROUGHOUT THE EVENT. THEY ARE ALSO RESPONSIBLE FOR ANY PROBLEMS OR ISSUES CAUSED BY THE NON-MEMBER RENTER. \_\_\_\_\_ (INIT).

**22. UNFORSEEABLE CIRCUMSTANCES:** IF THERE ARE ANY FORESEEABLE CIRCUMSTANCES, SUCH AS REPAIRS, MAINTENANCE, OR NATURAL DISASTERS AFFECTING THE CLUBHOUSE. THE EVENT WILL BE CANCELED IN THAT CASE, AND A FULL REFUND FOR THE RENTAL FACILITY AREA (CLUBHOUSE, MEETING ROOM, POOL DECK) WILL BE ISSUED. CANCELLATION OF EVENTS IS AT THE OFFICE'S DISCRETION, AND THE OFFICE RESERVES THE RIGHT TO CANCEL ANY RESERVATION IF DEEMED NECESSARY. IN SUCH CASES, RENTERS WILL BE NOTIFIED AS SOON AS POSSIBLE, AND A FULL REFUND WILL BE PROVIDED. \_\_\_\_\_ (INIT).

**23. FAILURE TO COMPLY WITH ANY OF THE ABOVE MAY RESULT [IN THE ASSOCIATION'S SOLE AND ABSOLUTE DISCRETION] IN FORFEITURE OF THE ENTIRE OR A PORTION OF THE SECURITY DEPOSIT AND/OR ADDITIONAL FINES, AS WELL AS CANCELLATION OF THE ENTIRE EVENT AND LOSS OF PRIVILEGES TO RENT IN THE FUTURE \_\_\_\_\_ (INIT).**

- Failure to comply with the rules will be considered sufficient grounds for refusal of further use of the Mission Bay Facilities.
- The HOA reserves the right to refuse the use of the Mission Bay Clubhouse FOR ANY REASON except as is prohibited by law.
- A damage/hold deposit is required upon submission of rental application.
- The renter will be responsible for and reimburse the HOA for any damage to the building, its contents, grounds, and/or equipment.
- The HOA or its designee reserve the right to cancel a function at any time, even when it is in progress, should the renter, any guest, employee, or agent of the renter violate any of the terms of this agreement.
- The rental time of the premises is the designated time approved on the application, unless otherwise stated and/or requested in writing prior to the event.

**Homeowner Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MISSION BAY CLUBHOUSE RENTAL WALK THROUGH**  
TO BE COMPLETED DAY OF THE EVENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Party: \_\_\_\_\_ Place of Party: \_\_\_\_\_

Time of Pre-Inspection: \_\_\_\_\_ Staff initials \_\_\_\_\_ Homeowners initials \_\_\_\_\_

Time of Post Inspection \_\_\_\_\_ Staff Initials \_\_\_\_\_ Homeowners initials \_\_\_\_\_

Please note when renting the facilities, the room must be returned in the same condition it was found. A walk though will be conducted before and after the event. Please indicate anything found broken, damaged or stained prior to event. This will prevent you from becoming responsible for damages that were there prior to the event. A member of the staff will conduct a preliminary walk through with you to eliminate prior damage.

**All trash bags must be brought directly to the dumpster before the end of the event. Please note there are no cleaning products provided so please provide your own.**

FLOOR CLEAN: Items removed, swept, cleaned.

Before \_\_\_\_\_

After \_\_\_\_\_

TABLES/FURNITURE CLEANED: Tables wiped down, cleaned, furniture damaged, or broken.

Before \_\_\_\_\_

After \_\_\_\_\_

PATIO/DECK: Chairs & tables in place, furniture not broken.

Before \_\_\_\_\_  
After \_\_\_\_\_

WALLS: No tape & nails; walls not damaged.

Before \_\_\_\_\_  
After \_\_\_\_\_

BATHROOMS: Counters and toilets are clean.

Before \_\_\_\_\_  
After \_\_\_\_\_

TELEVISION: Not damaged.

Before \_\_\_\_\_  
After \_\_\_\_\_

Staff post Check list: A/C Set at 75 degrees \_\_\_\_\_ Lights off \_\_\_\_\_ Doors locked \_\_\_\_\_

**INDEMNIFICATION/ HOLD HARMLESS AND RELEASE.** To the fullest extent permitted by law Florida Law, the User agrees to indemnify, defend, save, and hold harmless the Association, including its managers, management companies, officers, directors, agents, servants, and employees, from and against any liabilities damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims, and expenses of any kind, including but not limited to claims arising from negligence, bodily injury, illness, death, or property damage. This indemnification includes pre-trial, trial, mediation, arbitration, and appeals.

This indemnity obligation applies to any claims arising from or related to the User's use of the premises according to this Agreement, including but not limited to any acts or omissions by the User's invitees, employees, subcontractors, or independent contractors. However, this indemnification shall not apply to the extent that a claim is finally adjudicated to have resulted from the Association's gross negligence or intentional misconduct.

Furthermore, the User expressly waives, releases, and discharges the Association from any liability or claims that the User or the User's invitees may have for bodily injury, personal injury, illness, death, or property damage resulting from the use of the facilities. Under no circumstances shall the Association be liable for consequential damages.

The provisions of this paragraph shall survive the expiration or termination of this Agreement. This indemnification and release of Mission Bay is intended to be as broad as legally permissible under Florida Law. \_\_\_\_\_ **(INIT)**.

**HOMEOWNERS SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_