

**ATLANTIC ROOM USE AGREEMENT
TWIN TOWERS HOMEOWNERS ASSOCIATION, INC.**

This use agreement is made between Twin Towers HOA, Inc. and _____ who is at least 21 years of age and either an owner of a unit or an owner who lives in a unit at Twin Towers, a Condominium, or is a resident of Twin Towers whose name is on the Use Agreement.

CONTACT INFORMATION:

Residents' Address: _____, Cocoa Beach, FL 32931
Owner's Address: _____
Residents' Telephone Numbers: Home: _____
Work: _____ Cell: _____

DEPOSIT FEE:

The Association has elected to allow the use of the Atlantic Room for certain events hosted by a Twin Towers resident or unit owner, including but not limited to, birthday parties, showers, receptions, etc. The Association reserves the right to decline any event request.

A \$200 security deposit is due upon execution of this Use Agreement. Payment must be made payable to Twin Towers HOA, Inc. for the use of the Atlantic Room. The security deposit will be returned to you if the Atlantic Room has been cleaned and there are no damages. The deposit will be returned, by U.S. Postal Service to the address listed above.

Resident agrees to reimburse Twin Towers for any damage or loss incurred as a result of accidental damage or careless behavior resulting in damage to the common buildings, grounds, equipment, or any item located in the Atlantic Room. Assessed fees left unpaid will result in a lien of the responsible unit.

EVENT DETAILS:

Date(s) of Event (not to exceed 3 days): _____
Event Times (room must be vacated by 11pm): _____ to _____
Set-Up Time: (maximum 2 hours prior to event unless approved by management) _____
Estimated Number of People Attending: (maximum occupancy 75 per event) _____
Type of Event: (bridal or baby shower, birthday, etc.) _____

ATLANTIC ROOM RULES:

- Hours of operation are 7:00 am to 11:00 pm. The Atlantic Room must be vacated by 11:00 pm each evening.
- Sleeping events or overnight stays in the Atlantic Room are strictly prohibited.
- Events with 40 invitees or more may be required to obtain the services of a security guard to ensure the peaceful enjoyment of the property by all owners and uphold the rules of the Atlantic Room and the Association's common areas.
- No smoking allowed inside the Atlantic Room or rest rooms.
- Nothing is to be removed from the walls or windows.
- No candles may be used.
- No holes may be made in the walls.
- The VCR is playable by remote control only which is available for check-out in the office during normal office hours.
- The stereo equipment is available for use. Instructions are available in the office.
- With the exception of folding chairs/tables, furniture in the Atlantic Room cannot be rearranged.
- No wet bathing suits are permitted in the Atlantic Room.
- No beach items are permitted in the Atlantic Room.
- The party requesting use of the Atlantic Room will be held responsible for the conduct of all invited guests, as provided for in the Condominium Documents, the Twin Towers Rules and Regulations and the Board of Directors.
- The use of the Atlantic Room does not give event attendees access to the other facilities of the property such as the pool, shuffleboard court, sauna, etc.
- If other than Twin Towers residents are invited, you must man the gate to let people in. Leaving the gate open is not allowed.
- If there is to be a band or catering service, the driveway area behind the north or south tower can be used for loading and unloading only. The gates will be closed and locked immediately following loading and unloading. Service vehicles may not remain parked behind the building during the activity. Service vehicles are to be parking in the visitor parking. No vehicles are allowed on the grass due to sprinkler heads which can be damaged.

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- If food and beverages are served, the floor must be cleaned of all spills and mopped if necessary. Any spills on the carpet must be reported to the office immediately so proper cleaning can be accomplished. The carpet is not totally color fast and improper clean up can cause damage resulting in a fine against the responsible party depending on the severity of the spill.
- Clean up must be accomplished by 10 a.m. the following day, including the removal of all decorations. Note: If any other activity is planned prior to 10:00 a.m. the following day, your clean up must be accomplished prior to its scheduled time.
- Remove all items placed in the refrigerator or freezer.
- A vacuum cleaner and mop are available upon request.
- Additional trash containers are available upon request.
- If clean-up is not satisfactory, you will be notified to make the correction. If you fail to comply, management will have the area cleaned and charge the resident at a rate of \$20 per hour plus supplies.
- The key to the Atlantic Room will be provided by the office the day before your activity, or at such time as needed to prepare for your activity. The key must be returned to the office immediately after the clean-up on the following day. If the key is lost a charge of \$25 will be made against the resident.

The Twin Towers Homeowner's Association Manager may enter the Atlantic Room at any time, for any reason, during any event being held at the facilities to insure that proper care of the facilities is being taken. Board members have access at any time regardless of activities associated with this agreement.

PARKING: Guest and event attendees may only park in visitor parking. Cars not in compliance will be towed at the vehicle owner's expense, without notice. No overnight parking is allowed in visitor parking, unless the vehicle is registered with the office and properly permitted.

NOISE/NUISANCE: Music and other noise shall be kept at a reasonable level as to not disturb residents from the peaceful enjoyment of the community. In the event attendees become a nuisance to other residents, the event may be terminated immediately and the attendees will be asked to leave. The sponsoring resident may be restricted from future use of the Atlantic Room by the Board of Directors.

All functions must have at least one owner or resident over the age of 21 present in the Atlantic Room at all times.

ALCOHOLIC BEVERAGES: Alcoholic beverages may be served only with the proper event insurance in place listing the Twin Towers Homeowner's Association, Inc. as an additional insured. Minimal coverage is as follows:

\$1,000,000 Liquor Liability per occurrence,
\$2,000,000 Liquor Liability general aggregate,
\$1,000,000 personal injury, and
\$100,000 damage to rented premises per occurrence

INDEMNIFICATION: Resident shall indemnify Twin Towers Homeowner's Inc. against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the rental and use of the Atlantic Room by Resident, Resident's guests, attendees or invitees, and shall further indemnify, defend, and hold Twin Towers Homeowner's Association, Inc. harmless against all liability, loss claims, or actions based upon or arising out of damage or injury (including death) to persons or property as a result of serving of or consumption of alcoholic beverages.

THE RESIDENT HEREBY AGREES TO ALL OF THE PROVISIONS HEREIN SET FORTH. NONCOMPLIANCE WITH ANY OF THE FOREGOING MAY RESULT IN THE FORFEITURE OF PART OF ALL OF THE DEPOSIT AND FUTURE RIGHTS TO USE THE ATLANTIC ROOM.

Residents' Signature

Date Executed

Printed Name

Twin Towers HOA, Inc. Office

Received check # _____ \$200 refundable security deposit.

By: _____

Date: _____