

Flex Room Resident Agreement

Flex Room User: _____

who reside(s) at _____

shall be reserving the Flex Room, with the use of the men's and women's restrooms, kitchen, and tables/chairs for the purpose of a private event:

Name of Event _____

Description _____

Please Circle:	Community Only	Outside Invited	Max Occupancy
			_____ Community Center North (CCN) = 30
Fee to Attend:	NO	YES	\$ _____
			_____ Community Center East (CCE) = 40

_____ The Flex Room user must be a resident in good standing of the HOA and must be present and assume the responsibility for the area. Third party rentals are not permitted under any circumstances. User must meet the requirements as noted. Payments for room fee and security deposit in the form of two (2) checks must be from the Homeowner. Plantation Lakes HOA, in its sole discretion, reserves the right to refuse to enter into a Resident Agreement with any prospective user even if the user meets the above noted requirements.

This agreement begins on _____ (date) at _____ (time) and concludes on _____ (date) at _____ (time). This includes time necessary for setup and proper tear down, a total of _____ hours.

_____ Rental Fee: See attached fee schedule for the use of the Flex Room, based on every four (4) hour blocks. This fee must be paid by check at the time of reservation. One can only rent and schedule up to 6 months. The reservation is not confirmed without payment.

_____ Cancellations: The \$25.00 check will be used as the cancellation fee if any cancellations or change of dates fall within seven (7) days of your event date.

_____ Deposit: Upon executing this Use Agreement and fees, user shall also remit to Plantation Lakes HOA, by a separate check, a security deposit of \$100. User shall inspect the reserved area before use. The cost of any damage to the reserved area, not noted in the initial inspection, including any additional cleaning fees and if the tables and chairs are not properly stored of, shall be deducted from the security deposit. The remainder of the security deposit, if any shall be returned to the user. If there are no damages and/or cleaning required, the security deposit will be shredded or returned in full to the user if so requested. If there are damages and/or clean-up with cost exceeding the \$100 deposit, Plantation Lakes Homeowners Association shall submit an invoice to the user for the difference and user agrees to remit payment for the invoice amount within ten (10) days of receipt of invoice. The user shall pay any court costs and reasonable attorney's fees incurred by Plantation Lakes Homeowner Association in collecting this amount.

_____ Cleaning: The user is solely responsible for cleaning the reserved area at the termination of the Resident Agreement. Cleaning of the reserved area includes cleaning the floors (no harsh chemicals), wiping down countertops, microwave, refrigerator, removing all trash (taken out to the dumpster), and returning all tables, chairs, and other items used to their original location. In other words, leave it just like you found it. Stains or damage to the furniture, carpet, or building may require additional charges.

_____ Rules and Regulations: User agrees to abide by Plantation Lakes Flex Room Rules and Regulations and any additional rules and regulations adopted by the Board of Directors, attached hereto. User also agrees to the following: the event shall be confirmed to the rooms set forth in Use Agreement. No event guest shall be permitted to use any other rooms or amenities located within the community center or neighborhood

_____ Alterations: User shall make no alterations or modifications, structural or non-structural, to the Reserved Area. User shall be solely responsible and liable for satisfying the requirements of all laws, rules, and regulations of governmental authorities with respect to the use of the Reserved Area by the Plantation Lakes HOA, its employees, agents, customers, and guests. User shall not occupy or use the Reserved Area nor permit to the same to be used for any purpose not designated and described herein.

_____ Indemnification: User shall indemnify and save harmless Plantation Lakes HOA, and its employees, agents, subcontractors, directors, officers, or assigned from and against any claim, cost, action, damage, liability and expense (including but not limited to attorney's fees) in connection with the loss of life, personal injury and/or damage to personal property and/or contractual claim arising from or out of the use of the Reserved Area, by this Resident Agreement. The terms and provisions of this Section shall survive the expiration or termination of this Use Agreement.

_____ Entire Agreement: This Resident Agreement contains the entire agreement between the parties and amendment to these terms shall be in writing, and signed by the parties hereto. Scheduling limits may be placed per activity after Resident Agreement was signed as the community develops out.

_____ Golf Course: This rule extends to the outdoors, in which, no one from the event may enter golf course property. The golf course is considered private property and is for registered golfers only. The golf course is defied by white "out of bounds" stakes that run adjacent to the community center. At no time may any individual who is not a registered golfer enter the golf course property under any circumstance. Any damages found on golf course property, caused purposely or by accident, shall be the responsibility of the person causing it and/or the "renter" of the community center space.

Associate: _____
Plantation Lakes Homeowner Association
29787 Plantation Lakes Blvd., Millsboro, DE 19966
302.231.8856 (CCN) or 302.933.8072 ext. 101 (CCE)

Renter:	
_____	_____
Renter Signature	Date

Print Name	

Address	

Phone	

Email	

Plantation Lakes Flex Room Usage Fee Structure

(Effective April 13, 2023)

Function	USAGE FEE**	Hours	Total
Community Event*	No Fee (Responsible for cleaning and damages)		
Lennar Activities	No Fee		
Resident Hosted Private Event Closed	\$25 per 4 hour blocks		
Resident Hosted Business Internal	\$50 per 4 hour blocks		
Resident Hosted Business Open/Local	\$50 per 4 hour blocks		
<hr style="border: 1px solid black;"/>			
Rental Check	#		
Security Check	#		

Events can be evaluated and priced on a case by case basis.

** There is also a \$100 refundable security deposit. Security deposit is to protect against damage and failure to properly clean the room when the event concludes. This is required on a separate check at the time of reservation.

* Community Events include (but are not limited to) committee meetings, board meetings, resident-only social activities (i.e. cards, bingo, etc) and other no charge resident-only gathering. Community Events can also be charged if the room is not cleaned, return to original status, and/or damages.

Publicising in the newsletters will need to be approved by the HOA and must be turned in prior to the due date. Please see HOA office for the due dates.

Payment is by **CHECK ONLY**, made out to “**Plantation Lakes HOA**”.