



CARD ROOM LEASE AGREEMENT

This agreement is made this _____ day of _____, 2011, by and between OCEAN ROYALE CONDOMINIUM ASSOCIATION, INC. (OR) (hereinafter "ASSOCIATION"), and those persons listed below (hereinafter "LESSEES"), being the owners of Unit _____ Building _____ in OCEAN ROYALE CONDOMINIUM ASSOCIATION, INC.

This agreement is made for the purpose of granting LESSEES the right to reserve the CARD ROOM of OCEAN ROYALE CONDOMINIUM ASSOCIATION, INC. on such dates and during such times as may be determined from time to time by the ASSOCIATION, through its Board of Directors, or such officers or agents as the Board may authorize as hereinafter set forth. LESSEES may not, however, during the period of any such reservation, deny the use of any recreation facilities at any time to any member of the ASSOCIATION, nor condition the use of such facilities by said member upon the payment of any fee or admission charges, although voluntary contributions may be solicited from members.

1. **SECURITY AND/OR CLEAN UP DEPOSIT** – LESSEES hereby agree to pay to ASSOCIATION prior to their use of the facilities, a refundable deposit in the amount of the \$150, and such deposit may be used by ASSOCIATION to any expenses of cleaning and/or repairs or replacement required after use of the facilities by LESSEES. Refund of any unused deposit or requirement of payment of additional deposits shall be at the discretion of ASSOCIATION.
2. **RENTAL FEE** – A schedule of fees is attached hereto as Exhibit "A" of the CARD Rules and Regulations.
3. **RULES** – LESSEES hereby agree to abide by and conform to all Rules and Regulations of ASSOCIATION as contained the Association Controlling Documents and those governing the use of the CARD ROOM hereby enclosed.
4. **INDEMNIFICATION** – LESSEES hereby agree to hold ASSOCIATION harmless and to indemnify and defend it against any public liability and/or property damage liability which may arise or accrue by reason of the use by LESSEES of the facilities. The ASSOCIATION shall not be responsible for any damage or injury that may happen to LESSEES or to LESSEES agents, servants, employees, guest or property from any cause whatsoever, during the period covered by this Agreement; and LESSEES hereby expressly release ASSOCIATION from and agree to indemnify and defend it against any and all claims for such loss, damage or injury, including attorney fees.
5. **SERVICES** – In the event that LESSEES engage an employee(s), agent or contractor to provide services attendant to their use of the CARD ROOM facilities which is the subject of this lease, the LESSEES acknowledge full responsibility for

any such services conducted on the condominium property. Such responsibility shall include, but not be limited to, the indemnification provided for in paragraph 4 of this Agreement.

6. **INSURANCE** – LESSEES hereby agree to assume all responsibility for insurance respecting the facility agreement and to assert no claim of coverage under any insurance policy of ASSOCIATION during the period of such use.

7. **COVENANTS**

A. LESSEES will comply with all laws of the United States, the State of Florida, all ordinances of Palm Beach County, City of Juno Beach and all rules and requirements of the local police and fire department and will pay any taxes or fees due to any authority arising out of LESSEES use of the facilities.

B. LESSEES shall not injure, nor mar, nor in any manner, deface said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred or defaced.

C. If said premises, furnishings or any portion of said building during the term of this Agreement shall be damaged by the act, default or negligence of any of the LESSEES or any of the LESSEES agents, employees, patrons, guest or any persons admitted to said premises by any of the LESSEES, LESSEES shall pay to ASSOCIATION upon demand such sum as shall be necessary to restore said premises to their present condition.

D. LESSEES shall be responsible for any attorneys' fees and cost incurred by ASSOCIATION in enforcing any of the provisions of this Agreement. Any sums of money owed by LESSEES pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms hereof, shall be treated as an assessment against LESSEES apartments for any unpaid assessment and interest thereon, together with reasonable attorney's fees incurred by ASSOCIATION incident to the collection of the assessment or enforcement of such lien. Assessments and installments due thereon not paid when due shall bear interest from the date until paid at the highest rate allowed by law. ASSOCIATION may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The lien and foreclosure procedure shall be in accordance with the applicable Declaration of Condominium and the Florida Condominium Act.

E. ASSOCIATION reserves the right to enter the premises during the period of LESSEES use to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of ASSOCIATION and/or to prevent any damage to or destruction of the premises.

8. EXHIBIT "A"

OCEAN ROYALE CARD ROOM
RENTAL FEE SCHEDULE
OWNER SPONSORED FUNCTION

CLEANING (NON-REFUNDABLE)	\$ 50.00
DAMAGE DEPOSIT (REFUNDABLE TO EXTENT NOT USED)	<u>\$100.00</u>
TOTAL CLEANING/DAMAGE DEPOSIT	<u>\$150.00</u> =====

Signed this _____ day of _____, 2007 by:

OCEAN ROYALE CONDOMINIUM
ASSOCIATION INC.

BY: _____
LESSEE'S PRINT NAME

LESSEE'S SIGNATURE

UNIT # _____

PLEASE FILL IN THE FOLLOWING:

DATE OF RENTAL _____
TIME OF RENTAL _____
OF RESIDENT GUEST _____
OF NON-RESIDENT GUEST _____
OF CARS _____
VALET SERVICE PROVIDED & WHO _____
CATERING SERVICES PROVIDED & WHO _____
CLEANING SERVICES PROVIDED & WHO _____

NOTE: Plan to stop at the office two days in advance to advise Property Manager of any arrangements, or table placement necessary.