

**THE TOWERS OF KEY BISCAWAYNE, INC.**  
**TOWER II**

APPLICATION & RULES FOR USE OF THE AUDITORIUM, AND AGREEMENT (“AGREEMENT”)

UNIT#: \_\_\_\_\_ APPLICANT’S NAME: \_\_\_\_\_ (“RESIDENT”)  
OWNER \_\_\_\_\_ LESSEE \_\_\_\_\_ TELEPHONE NUMBERS: \_\_\_\_\_  
DATE OF FUNCTION: \_\_\_\_\_ NUMBER OF GUESTS: \_\_\_\_\_  
TIME OF FUNCTION: \_\_\_\_\_ END OF FUNCTION: \_\_\_\_\_ **MAX TO 12PM**  
**PURPOSE OF FUNCTION: (PLEASE SPECIFY):**  
OTHER: \_\_\_\_\_

**Auditorium is to be used as follows:**

- Residents have access with previous reservation; from 9:00 a.m. to 12:00 p.m. Request should be made at the Main Office. Room must be cleaned and vacated by 12 pm.
- The Auditorium is available to residents whose use rights in the common elements and common facilities have not been suspended.
- Reservations for Functions should be made to Management Office at least 48 hours in advance. A \$300 refundable deposit in check form must be submitted to management along with application to the room.
- No more than the legal capacity of persons will be allowed in any room.
- Music & Noise should be confined to inside of facility and shall be such that it does not disturb other residents. Music is not permitted after 10:30 P.M in any of the common areas rooms.
- No Food or Drinks allowed. Only bottled water.
- Residents & residing Guests shall provide a Photo ID at the Reception Desk for access to the rooms. ID will be returned once the room has been turned over to Security
- Resident is fully liable and responsible for any damages incurred, and for ensuring that all guests comply with these Rules and Regulations. Resident will face the possibility of being denied future use of any recreation rooms if non-compliant or violations of the Rules and Regulations takes place.
- Children under 12 years of age must be accompanied by a person 18 years of age or older.
- Resident hereby agrees to assume all responsibility for insurance respecting their use of the Auditorium and to assert no claim of coverage under any insurance policy of the Association in connection with the use of the Auditorium.
- Resident hereby agrees to indemnify and hold harmless the Association and its officers, directors, agents and employees from any and all losses, claims, damages, actions and liabilities, including,

without limitation, claims for property damage, personal injury or death, arising from or connected with Resident's use of the Auditorium or any other Association property or Resident's violation of any covenant, rules or applicable law, code or ordinance with respect to the use of the Auditorium (including attorneys' fees at the trial and appellate levels) whether caused by the negligence of the Association, its officers, directors, employees or agents or otherwise, and Resident hereby waives any claims covered by the foregoing indemnity, whether caused by the negligence of the Association, its officers, directors, employees or agents or otherwise. Resident's agreement to indemnify and hold harmless the aforesaid parties shall include attorneys' fees and costs actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken therefrom. Without limiting the generality of the foregoing, Lessees acknowledge and agree that neither the Association nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of Auditorium. THE USE OF THE AUDITORIUM IS AT ALL TIMES AT RESIDENT'S SOLE RISK.

- All notices by either party to the other provided for in this Agreement shall be in writing and sent certified mail, addressed to Resident at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and addressed to the Association at:

TOWERS OF KEY BISCAYNE, INC.  
1121 Crandon Blvd.  
Key Biscayne, FL 33149

- In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Agreement may not be amended or modified except by an

instrument in writing signed by the party against whom enforcement of such amendment or modification is sought. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

- The Association reserves the right to cancel this Agreement without notice in the event a tropical storm watch or warning or hurricane watch or warning, or when other acts of God, catastrophe or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall return the Resident's deposit, and shall not be responsible for any costs, expenses or damages that may be incurred by the Resident in connection with the canceled Function.

**I AGREE TO THE ABOVE RULES AND/OR "THE RULES AND REGULATIONS" OF THE TOWERS OF KEY BISCAYNE. I HAVE READ AND UNDERSTOOD ALL OF THE ABOVE RULES & REGULATIONS AND I HAVE ALSO AGREED THAT I MAY BE FINED, IF ANY OF THE ABOVE RULES ARE VIOLATED.**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE