

THE TOWERS OF KEY BISCAYNE, INC. (“ASSOCIATION”)

TOWER I

APPLICATION, RULES FOR USE OF THE OCEAN ROOM 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 10PM**

PURPOSE OFFUNCTION: (PLEASE CIRCLE ONE):

CHILD’S PARTY TEEN PARTY ANNIVERSARY BIRTHDAY WEDDING ADULT PARTY

OTHER: _____

DEPOSIT AMOUNT (CHECKS WILL BE DEPOSITED UPON RECEIPT):

- **\$300.00** PAYMENT DEPOSIT MUST BE MADE IN CHECK FORM. CHECK # _____
REFUND MAY TAKE APPROXIMATELY TEN (10) BUSINESS DAYS.
- **SEA TURTLE NESTING SEASON BEGINS FROM APRIL 1 THROUGH OCTOBER 31.** KEY BISCAYNE VILLAGE ORDINANCE CHAPTER 8, ARTICLE VI, "LIGHTING REGULATIONS FOR MARINE TURTLE PROTECTION," GOES INTO FULL EFFECT ON MAY 1, 2013. IN ORDER TO HELP THE SEA TURTLES, ALL RESIDENTS MUST HELP WITH THE FOLLOWING:
 - UNTIL FURTHER NOTICE, THE OCEAN ROOM MUST BE TURNED IN TO SECURITY AT 10:00PM, CLEANED AND THE LIGHTS MUST BE TURNED OFF. IF THE LIGHTS ARE LEFT ON PAST 10:00PM, YOU WILL FACE FINES FROM THE VILLAGE OF KEY BISCAYNE.
 - ALL CURTAINS AND BLINDS MUST BE CLOSED AT DUSK, DURING YOUR EVENT UNTIL THE MOMENT THAT YOU TURN THE ROOM TO SECURITY.
- CRANDON PARK STAFF WILL PATROL THE BEACH AREA AS OF 6:30AM. ALL NESTS WILL BE LEFT IN PLACE AND MARKED. IF A SEA TURTLE IS FOUND INJURED OR HURT ON THE BEACH, PLEASE CALL THE CRANDON PARK NATURALIST AT 305-361-6767 OR THE CODE ENFORCEMENT OFFICER, TEAL KAWANA, AT 305-365-8917 OR 786-877-1648. PLEASE NOTE THAT IF YOU ARE FOUND BREAKING THIS ORDINANCE, YOU WILL BE RESPONSIBLE FOR ANY AND ALL VIOLATION NOTICE(S).
- THE NAMES OF ALL OUTSIDE GUESTS **MUST** BE REGISTERED WITH THE OFFICE **AT LEAST 48 HOURS PRIOR** TO THE FUNCTION, FOR ADMITTANCE TO THE PROPERTY. TABLE ARRANGEMENT FORM MUST BE HANDED IN THREE (3) BUSINESS DAYS PRIOR TO THE EVENT. PLEASE REQUEST THE NECESSARY TABLES AND CHAIRS AS NO ADDITIONAL ONES WILL BE AVAILABLE THE DAY OF THE EVENT.
- ROOM IS AVAILABLE TO RESIDENTS WHOSE USE RIGHTS IN THE COMMON ELEMENTS AND COMMON FACILITIES HAVE NOT BEEN SUSPENDED.
- RESERVING RESIDENT MUST BE PERSON GIVING PARTY AND MUST BE IN ATTENDANCE AT FUNCTION AT ALL TIMES.
- CHILD AND TEEN PARTIES MUST BE SUPERVISED BY AN ADULT AT ALL TIMES.
- MAXIMUM NUMBER OF GUESTS PER ROOM: **49**.
- NO BACK TO BACK EVENT RESERVATIONS ALLOWED. EXCEPTIONS MAY BE GRANTED AT MANAGERMENTS DISCRETION.
- FOR FUNCTIONS CONSISTING OF (28) TWENTY-EIGHT TO FORTY-NINE (49) GUESTS, THE RESIDENT(S) SHALL ENGAGE, AT THEIR SOLE COST AND EXPENSE, AN OFF-DUTY ASSOCIATION SECURITY GUARD TO SUPERVISE AND CONTAIN GUESTS WITHIN DESIGNATED AREAS AND PROTECT THE PROPERTY. THE SECURITY WILL BE THERE FROM THE TIME THE EVENT BEGINS, UNTIL THE LAST PERSON LEAVES. THE COST IS \$20 PER HOUR, FOR A MINIMUM OF FOUR (4) HOURS, PAYABLE IN CASH TO THE SECURITY EMPLOYEE AT THE END OF THE EVENT.
- THE RESIDENT WILL BE HELD ACCOUNTABLE FOR THE AMOUNT OF PEOPLE IN THE EVENT.

- **NO MUSIC SHALL BE ALLOWED AFTER 10:30 PM.** PLEASE, BE ADVISED THAT MUSIC IS TO BE CONFINED TO THE INSIDE OF THE RECREATION ROOM. NOISE LEVEL IS TO BE KEPT AT A MINIMUM, SO AS NOT TO DISRUPT RESIDENTS.
- NO BICYCLES OR TRICYCLES MAY BROUGHT IN TO THE OCEAN ROOM. FURTHER, NO ITEMS MAY BEHUNG ON OR AFFIXED TO THE WALLS OR CEILINGS (I.E., DECORATIONS, BALLS, BATS, PIÑATAS, BASKETBALL HOOPS, ETC.).
- GUESTS ARE REQUIRED TO CONFINE THEMSELVES TO THE ROOM WHERE THE FUNCTION IS BEING HELD. SWIMMING POOLS AND LOUNGES ARE NOT TO BE USED AT ANY TIME. BARBEQUE AREA IS NOT PART OF THE OCEAN ROOM RESERVATION.
- WE ARE NOT RESPONSIBLE FOR ANY EQUIPMENT OR MATERIALS LEFT IN THE RECREATION ROOMS. THEY MUST BE TAKEN OUT OF THE ROOM AFTER THE PARTY HAS ENDED. (IF YOU HAVE A CATERER, THEY MUST PICK UP THEIR EQUIPMENT ON THE DAY OF THE PARTY OR THERE WILL BE A CHARGE DEDUCTED FROM THE APPLICANT..
- **I AGREE TO HAVE A \$50.00 CLEANING FEE DEDUCTED FROM MY DEPOSIT, IF THE ROOM IS NOT RETURNED IN THE SAME CONDITION AS RECEIVED.**
- **IF ANY MONEY IS OWED BY THE RESIDENT TO THE ASSOCIATION, IT WILL BE AUTOMATICALLY DEDUCTED FROM THE DAMAGE DEPOSIT GIVEN FOR THE USE OF OCEAN ROOM.**
- ACCESS TO THE OCEAN ROOM WILL BE ON THE SAME DAY AT 9:00 A.M. YOU MUST SIGN OUT THE KEY, WHICH WILL BE PROVIDED TO YOU AT THE TOWER I LOBBY. INSPECTION WITH SECURITY MUST BE DONE AT THE TIME THE KEY IS ISSUED, AS WELL AS WHEN IT IS RETURNED. IF IT IS NOT RETURNED OR THE KEY IS LOST, \$200.00 WILL BE FORFEITED FROM THE DAMAGE DEPOSIT
- EVERYONE MUST BE OUT OF THE OCEAN ROOM TEN (10) MINUTES BEFORE 11:00 PM. SECURITY WILL BE PRESENT TEN (10) MINUTES BEFORE THE EVENT ENDS, TO RETRIEVE THE KEY AND TO SECURE THE PLACE. **ALL ACTIVITIES MUST CEASE BY 10:00 P.M. OR A \$100.00 FEE WILL BE CHARGED FOR OVERTIME.** IF YOU REFUSE TO VACATE THE ROOM AT 11:00PM, THE SECURITY GUARD WILL HAVE NO CHOICE BUT TO CALL A LAW ENFORCEMENT REPRESENTATIVE TO ENFORCE THE RULES, \$100.00 WILL BE DEDUCTED FROM THE DEPOSIT, AS WELL AS \$50.00 FOR CLEANING.
- RESIDENT(S) NEED TO SPECIFY AT THE TIME OF RESERVATION WHETHER THEY WILL USE THE COFFEE MAKER, ESPRESSO MACHINE, BLENDER, CD/DVD PLAYER, IPOD, AND/OR MICROPHONE, OR THESE WILL BE LOCKED AWAY. PLEASE DO NOT ATTEMPT TO OPEN THE STORAGE DOORS WITHOUT THE KEY. IT IS SOLELY THE RESPONSIBILITY OF THE RESIDENT(S) TO ENSURE PROPER USAGE AND HANDLING OF THESE SMALL APPLIANCES. BEFORE AND AFTER THE EVENT, SECURITY WILL TEST THESE, IN THE PRESENCE OF THE RESIDENT, TO ENSURE THEY WORK AND ARE PROPERLY HANDLED. SECURITY WILL ALSO INSPECT THE SPEAKERS, FOR ANY DAMAGES. RESIDENT(S) WILL BE LIABLE FOR ANY DAMAGES. THE DEPOSIT WILL BE HELD UNTIL THE APPLIANCE(S) IS/ARE REPAIRED OR REPLACED.
- THERE IS A PHONE THAT MAY BE USED, IN CASE YOUR GUESTS NEED TO REACH YOU. THE NUMBER IS 305-361-9053, SAME AS THE CO-ED GYMNASIUM.
- TABLES AND CHAIRS ARE NOT TO BE DRAGGED AGAINST THE FLOOR IN THE OCEAN ROOM, SINCE THIS MAY SCRATCH THE FLOOR. SECURITY WILL INSPECT THE FLOORS WITH THE RESIDENT TO MAKE SURE THAT THE FLOOR IS NOT SCRATCHED PRIOR TO THE EVENT.
- PLANTERS SHALL NOT BE MOVED FROM DESIGNATED LOCATIONS
- OCEAN ROOM LEATHER FURNITURE WILL NOT BE PROVIDED DURING A CHILDREN'S EVENT
- RESIDENT(S) WILL BE LIABLE FOR ANY DAMAGES CAUSED TO FURNITURE. FURNITURE WILL NOT BE REPAIRED, ONLY REPLACED.
- ALL PLANTS MUST REMAIN INSIDE THE OCEAN ROOM. PLEASE DO NOT MOVE OR TOUCH THEM, AS THIS MAY DAMAGE THE FLOOR OR THE WALLS.
- THE DOORS AND WINDOWS TO THE OCEAN ROOM, AND THE HALLWAY LEADING TO THE BARBECUE AREA ARE TO **REMAIN CLOSED AT ALL TIMES.**

- SMOKING IS **NOT** ALLOWED IN THE OCEAN ROOM.
- THERE IS A MOP, BUCKET & BROOM IN THE CLOSET. HOUSEKEEPING WILL VERIFY THAT THE OCEAN ROOM IS LEFT CLEAN. RESIDENT HEREBY AGREES TO ASSUME ALL RESPONSIBILITY FOR INSURANCE RESPECTING THEIR USE OF THE OCEAN ROOM, AND TO ASSERT NO CLAIM OF COVERAGE UNDER ANY INSURANCE POLICY OF THE ASSOCIATION IN CONNECTION WITH THE USE OF THE OCEAN ROOM. IN ADDITION, RESIDENT SHALL PROVIDE TO THE ASSOCIATION EVIDENCE OF INSURANCE LIABILITY COVERAGE THROUGH THEIR HOMEOWNERS POLICY OR A SEPARATE LIABILITY POLICY WITH LIMITS OF NOT LESS THAN \$300,000.00 PER OCCURRENCE AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE FUNCTION. THE ASSOCIATION MUST BE NAMED AS AN ADDITIONAL INSURED.
- GLASSESWARE, SILVERWARE, DISHES AND REMAINING ITEMS NEED TO BE REMOVED FROM THE OCEAN ROOM THE SAME DAY OF THE EVENT, IN ORDER TO AVOID ANY INSECT INFESTATION. IF NOT, THERE WILL BE A \$300 CHARGE TO THROW AWAY THE LEFT OVER FOOD AND MERCHANDISE. IT IS YOUR RESPONSIBILITY TO KEEP THE OCEAN ROOM CLEAN OR ASSOCIATION PERSONNEL WILL REMOVE THE ITEMS.
- 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 OCEAN ROOM 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 OCEAN ROOM (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 OCEAN ROOM. THE USE OF THE OCEAN ROOM 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 BISCAWAYNE, INC.
 1121 CRANDON BLVD.
 KEY BISCAWAYNE, 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 UNDERSTAND THAT IF THERE IS A "HURRICANE WATCH" MY EVENT WILL BE CANCELLED AUTOMATICALLY, DUE TO THE FACT THAT ITEMS WILL BE STORED IN THE OCEAN ROOM.

I AGREE TO FORFEIT MY DEPOSIT FOR DAMAGE IF I VIOLATE ANY OF THE ABOVE RULES AND/OR THE RULES AND REGULATIONS OF THE TOWERS OF KEY BISCAIYNE.

I HAVE READ AND UNDERSTOOD ALL OF THE ABOVE RULES & REGULATIONS AND I ALSO AGREE THAT I MAY BE FINED, IF ANY OF THE ABOVE RULES ARE VIOLATED.

SIGNATURE

DATE

OFFICE USE ONLY

- _____ EXPLANATION OF RULES
- _____ TABLE SET-UP:
- _____ GUEST LIST:
- _____ FRONT GATE
- _____ EVENT MEMO
- _____ AMERICAN
- _____ HOUSEKEEPING

- _____ ROOM WALK-THROUGH
- _____ BUILDING I
- _____ BUILDING II
- _____ BLENDER
- _____ ESPRESSO
- _____ MICROPHONE
- _____ SOUND SYSTEM

OCEAN VIEW

MEN'S RESTROOM

LADIES' RESTROOM

CLOSET
CHAIRS & TABLES

SINK

KITCHEN

1 MICROWAVE 1 STOVE

REFRIGERATOR

A/C CLOSET

SOUND SYSTEM

ENTRANCE

GLASS DOORS



AVAILABLE

70 PLASTIC CHAIRS
8 RECTANGULAR TABLES
10 ROUND TABLES (46" INCHES)

- ESPRESSO YES () NO ()
- AMERICAN YES () NO ()
- BLENDER YES () NO ()
- MUSIC YES () NO ()
- MICROPHONE YES () NO ()
- FURNITURE YES () NO ()

I, _____, RESIDENT OF UNIT _____, HAVE READ AND UNDERSTOOD THE RULES FOR USE OF THE OCEAN ROOM. I HAVE COMPLETED THE WALKED TOUR OF THE ROOM, WITH A REPRESENTATIVE FROM THE TOWERS OF KEY BISCAYNE, IN ORDER TO HAVE ALL RULES EXPLAINED TO ME AND ANY QUESTION ANSWERED. I HAVE HANDED THE SEATING ARRANGEMENT, PRIOR TO MY EVENT. I UNDERSTAND THAT IF THERE IS A "HURRICANE WATCH" MY EVENT WILL BE CANCELLED AUTOMATICALLY, SINCE ITEMS WILL BE STORED IN THE OCEAN ROOM. I AGREE TO FORFEIT MY DEPOSIT FOR DAMAGE IF I VIOLATE ANY OF THE RULES IN THE APPLICATION FOR RECREATION ROOMS AND/OR "THE RULES AND REGULATIONS" OF THE TOWERS OF KEY BISCAYNE. I HAVE ALSO AGREED TO PAY A PENALTY, IF ANY OF THE RULES MENTIONED ABOVE ARE VIOLATED. DATE: _____