# THOUSAND OAKS AT CONGRESS MASTER ASSOCIATION, INC.

Rental Agreement

**THIS RENTAL AGREEMENT** is made between Thousand Oaks at Congress Master Association, Inc. (“Association”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Lessee(s) this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024.

***WHEREAS,*** Association is a homeowners Association operating pursuant to the laws of Florida, and is the owner of property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Property”)

***WHEREAS*** Lessee is/are the owner(s)/tenants/occupants of a lot within Thousand Oaks located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

***WHEREAS*** the Property is being used and held by the Association for the benefit of the Association and its members.

***WHEREAS*** Lessee(s) desire to rent the Property for a private function: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***NOW THEREFORE***, for $25.00 and other good and valuable consideration, the parties agree as follows:

1. The aforesaid representations are true and correct.
2. Owner(s) contact information is:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Association shall permit Lessee(s) exclusive e use of the Property on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024 from \_\_\_\_\_\_\_am/pm to \_\_\_\_\_\_\_\_am/pm for the sole purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. For the right to the exclusive use as set forth in Paragraph 2 above, Lessee(s) shall pay the Association the following amount of **$ 200.00** (Two hundred with 00/100) made payable to “Thousand Oaks At Congress Master Association, Inc.”

and forwarded to the Association with this Rental Agreement.

1. The Lessee(s) will be solely responsible to any damages caused to the Property after being determined so by the Association during inspection of Property.

\_\_\_\_\_\_\_\_\_ 5) Lessee(s) is/are responsible for the actions of all individuals involved with or attending the private function. Lessee(s) shall be solely responsible for and is/are required to repair any damage to the Property, the property of another owner, or other individual caused by Lessee(s) use of the Property. Repair of any such damage is at the Lessee(s) sole cost.

\_\_\_\_\_\_\_\_\_ 6) Lessee(s) shall indemnify, save harmless and defend the Association and its officers, directors, agents, employees, staff, successors, and assigns (the “Indemnified Parties”) from and against any and all actions, costs, claims, losses, expenses, suits, or damages, including attorney’s fees at all judicial levels for any personal injury, property, damage or otherwise, arising out of or in any way resulting from Lessee(s) use (or the use by others) of the Property. The Lessee(s) acknowledges that this indemnity provision shall survive this Agreement.

\_\_\_\_\_\_\_\_ 7) Lessee(s) hereby waive and release Association from any and all liability, costs, claims, losses, expenses, for any personal injury, property damage or otherwise and causes of action Lessee(s) may have against Association arising out of or in any way resulting from Lessee(s) use of the Property pursuant to this Agreement.

\_\_\_\_\_\_\_\_ 8) Lessee(s) us of Property shall be in compliance with all Association rules, regulations, and covenants related to the property and Thousand Oaks at Congress, including but not limited to the Declaration of Covenants, Conditions and Restrictions of Thousand Oaks at Congress, the Bylaws of Thousand Oaks At Congress Master Association and the Articles of the Incorporation of Thousand Oaks at Congress Master Association, Inc. There shall be no smoking or animals permitted on, in or about the Property.

\_\_\_\_\_\_\_\_ 9) The prevailing party in case of any dispute in litigation, arbitration, mediation, or otherwise, shall be entitled to recover all costs incurred, including, without limitation, reasonable attorney’s fees and costs.

\_\_\_\_\_\_\_\_ 10) Lessee(s) recognizes that the Association is represented by legal counsel and that the Association’s counsel has not provided legal advice to Lessee(s). Lessee(s) acknowledges that Lessee(s) was provided an opportunity to have his/her own attorney review this Agreement.

\_\_\_\_\_\_\_\_ 11) This is the complete Agreement between the parties. No other agreements, promises or representations have any force and effect. Any amendments or modifications to this agreement must be in writing.

\_\_\_\_\_\_\_\_ 12) Venue for any litigation concerning this agreement shall be in a court of competent jurisdiction located in Palm Beach County, Florida.

\_\_\_\_\_\_\_\_ 13) This Agreement shall be interpreted pursuant to the laws of the State of Florida.

\_\_\_\_\_\_\_\_ 14) Lessee(s) may not sign this Agreement without the prior written consent of Association, which consent may be withheld in Association’s sole arbitrary discretion.

THOUSAND OAKS AT CONGRESS LESSEE(S)

MASTER ASSOCIATION, INC.

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

By: By:

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

Date: Date:

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

 By:

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

 Date: