



BONITA BEACH CLUB

Bonita Beach Club Association, Inc. ("BBCA") 25730 Hickory Blvd. Bonita Springs, FL 34134

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**Common Room and Common Area Damage, Authority to Charge,
and Waiver Agreement for Renters (the "Agreement")**

Renter's Name: _____

Unit Number: _____

Lease Dates: _____

Phone Number: _____

Email Address: _____

The Bonita Beach Club Association (hereinafter referred to as "the Association") requires renters to execute this Common Room and Common Area Damage, Authority to Charge, and Waiver Agreement for renters wherein the renter provides the Association with a credit card to hold on file for the renter's lease term and authorize the Association to charge the credit card for any damages caused by the renter's, his or her family's, his or her guests', or his or her invitees' actions. This Agreement is to ensure the proper use and care of the Common Room facilities and other common areas of the Association.

Terms and Conditions

1. Facility Rules:

- Renters must comply with all posted rules and regulations for the Common Rooms and other common facilities and acknowledges receipt of such rules and regulation.
- Children under the age of 16 must be always accompanied by an adult.
- Use of the facilities is at the renter's own risk, and shall sign a constructions waiver if applicable. By entering the common areas and common rooms, the renter acknowledges that such areas are under 24/7 video surveillance, and agrees to the same.

2. Inspection and Credit Card Charge Process:

- If there are any reported damages, as confirmed by electronic monitoring or by witnesses, the renter will be provided with an email containing an itemized list of damages and associated costs within 10 days of the Association confirming the incurrence of damage, and will be charged such amount to the renter's credit card, which the renter hereby expressly authorizes.
- The renter may dispute that he/she, his or her family, his or her guests, or his or her invitees actions caused the damage. Such dispute must be received within 10 days of receipt of the itemized list of damages and associated costs.
- If a written dispute is not received by the Association within 10 days of the Association emailing the list of the itemized list of damages and associated costs, the renter shall be deemed to accept full liability and expressly waives any rights to dispute such charges with the Association or with credit card.

3. Release of Liability and Miscellaneous Provisions:

- The renter agrees to use the facilities at their own risk and agrees to release the Association, its agents, and other owners from a) any and all damages, including, but not limited to, any physical injuries, property damage, and any economic losses, that the renter, his/her family, or any of his/her guests or invitees, might sustain during the use of the Common Rooms and other common areas of the Association.
- The renter agrees to hold harmless and indemnify, including reasonable attorney's fees, the Association, its agents, and other owners ("Indemnified Parties") from a) any and all damages, including, but not limited to, any physical injuries, property damage, and any economic losses, that is brought

against the Indemnified Parties based on the renter's, his/her family's, or any of his/her guests' or invitees' actions when using the Common Rooms and other common areas of the Association.

- All obligations, agreements, and acknowledgements in this Agreement, including the indemnities, shall survive the renter's stay at the Association and/or termination of this Agreement. All parties executing this Agreement shall be jointly and severally liable. In no event shall the Association be liable for any matters related to the unit being occupied by the renter.
- The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue for any dispute shall be Lee County, Florida. The Association shall be entitled to recover all costs and attorney's fees, including litigation fees, associated with the enforcement of this Agreement or any matters related to the renter's use of the Common Rooms and other common areas of the Association. The assignment or transfer of this Agreement shall be prohibited.

Acknowledgment and Agreement

By signing below, I acknowledge on behalf of myself and guests and agree to the terms and conditions outlined in this waiver. I understand the purpose of this Agreement and agree to comply with all rules and regulations governing the use of the Common Rooms and other common facilities.

Renter's Signature: _____

Date: _____

Owner or Property Manager's Name: _____

Owner or Property Manager's Signature: _____

Date: _____

For questions or assistance, please contact the Bonita Beach Club Condominium Association at 239-992-0588.

Attached: Photocopy FRONT AND BACK of both the Credit Card and DL