



WINE ROOM USE AGREEMENT

The Owner/Resident (jointly and severally, hereinafter collectively referred to as “User”) may enter into a Grand Lounge use Agreement (“Agreement”) upon the approval of submitted application by and between Telaro at Tradition Homeowners Association, Inc (“Association”) subject to the terms, conditions and obligations set forth in this Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agreed to by User.

TERMS AND CONDITIONS

1. **Rental Reservations.** The Wine Room may be reserved up to 6 months in advance. Reservations must be made using the Tradition Communities App and must be approved by the Lifestyle Director. Reservations for a social function to be used for political, religious, secret society, commercial, solicitation or illegal activities are prohibited. Cover charges, entry fees or ticket sales may not be collected for any event.

2. **Occupancy and Restricted Use.** The Maximum Occupancy for the Wine Room is 12 people/s. The Attendees are not permitted to use or be unattended in any other areas of Telaro with the exception of restroom facilities. Use of the outdoor patios, catering kitchen, swimming pools, pool deck, gym, main floor lounge, demonstration kitchen, card rooms, poker room, tennis courts, pickleball courts, basketball court and/or other community facilities in connection with the use herein is strictly prohibited. The event may not cause a nuisance or hazard to the community. Music must not be at a level that is disturbing to others throughout the Amenity Center. **Failure by User or the Attendees to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.**

3. **Use Fee.** As consideration for the use of the Room, the User agrees to pay Association the Use Fee of \$25 for up to four (4) hours. Each additional hour needed is an additional fee of \$10 per hour. The Use Fee will constitute a non-refundable fee and compensation to the Association for the use of the Wine Room. The room is reserved AS IS and furniture may not be temporarily moved or removed from the room. User is responsible to return the room to the Association after rental clean including removing any excess trash that does not fit in the trash receptacles in the room offsite to the dumpster. Any cleaning required in excess of routine maintenance cleaning such as vacuuming (including, without limitation, taking down and removal of decorations, bagging of garbage and removing all personal belongings) shall be the User’s responsibility at User’s cost. Simultaneously with the execution of this Agreement, User shall pay the Use Fee to the Association

4. **Security Deposit.** In addition to the Use Fee, User shall pay to the Association a Security Deposit of **\$250.00**. The Security Deposit must be paid along with the use fee to secure the reservation date. The Security Deposit shall serve to protect the Association against damages to the property and facilities owned, operated and/or maintained by the Association (the “Community Facilities”) within Telaro caused by the User, its family members, guests, invitees, employees, vendors and/or agents (collectively, the “Attendees”). The Security Deposit will be refunded to User, in full, unless in the sole discretion of the Association, it is determined that damages have been caused to any portion of the Community Facilities by any of the Attendees or if the Wine Room is not left in a clean condition as required by this Agreement. Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the Community Facilities exceeds the Security Deposit amount. If, after inspection by Association, the Wine Room is deemed to be in clean condition and no damage has been caused to any of the other Community Facilities by User and/or the Attendees, the full amount of the Security Deposit shall be refunded to User by the Association within fifteen (15) days after the reservation date.

5. **Time Limits; Wine Room.** User shall have the right to use the Wine Room only during the Reserved Time set forth above and must vacate the wine Room no later than the end of the Reserved Time. Notwithstanding the foregoing, the maximum time permitted for use of the Wine Room by User is up to four (4) hours and all events must end no later than 10:00pm EST. The Association reserves the right to establish time limits for the other areas and Community Facilities

within Telaro. Failure to abide by the time restrictions and requirements set forth in this Paragraph shall be a User Default (as hereinafter defined).

6. Modifications/Alterations/Prohibited Items. No modifications and/or alterations shall be permitted to the Wine Room or any other portions of the Community Facilities by User or the Attendees. No decorations may be pasted, tacked or nailed to any walls, ceilings, doors, poles or other improvements. Glitter, confetti, snow, foam and any items that emit fire such as candles are prohibited. Sale of alcohol is prohibited. Under no circumstances should any furniture, equipment or any other items be moved or removed from the Community Facilities.

7. Code of Conduct. User is responsible to ensure all guests follow Telaro's Code of Conduct: All residents and guests must conduct themselves so as not to jeopardize or interfere with the rights, privileges and enjoyment of others. Everyone must refrain from loud, profane, or indecent language, must not harass or accost any other individual, and not compromise the safety of others. Abusive behavior towards staff or impeding the staff's ability to properly conduct business is inexcusable (e.g. being verbally degrading or hostile, refusing to scan amenity access card or identify themselves upon request).

8. User Attendance. User must be in attendance at the Function and act as a responsible supervisor at all times, without exception. User is to ensure that all Attendees abide by all Rules and Regulations of the Association and to not cause any damage to the Wine Room or any of the other Community Facilities. No more than the Maximum Number of Guests shall be permitted in or around the wine Room in connection with the use granted herein. User shall ensure that neither the Attendees nor the activities involved disturb or interfere with other residents' and guests' use of other Community Facilities or any other function.

9. No Damage to Community Facilities or Wine Room. User shall not cause or permit to occur any damage to the Wine Room or any of the other Community Facilities including all items listed in paragraph 4. If the Wine Room and/or Community Facilities are damaged by the act, failure to act, or negligence of the User, the Attendees, or any other persons admitted within Telaro community on User's behalf, User shall pay to Association all sums necessary to repair and restore the Wine Room and/or Community Facilities so damaged. In addition, the Association shall have the absolute right to apply the Security Deposit towards the amounts due from User pursuant to this Paragraph.

10. Vendors. All vendors to be used by User in connection with the Function must be disclosed to Association in writing (including contact information) on the application and approved by the Association. This includes catering, entertainment, rental companies etc. User is responsible to provide the Association with Certificates of Insurance from each vendor naming 'Telaro at Tradition Homeowners Association' as an additional insured. User is solely responsible to contract and pay for any vendors, as well as all equipment necessary or desirable by User for the Function. Notwithstanding anything to the contrary, the following services and/or equipment are not permitted to be brought or used upon any portion of Telaro property, including, but not limited to the Wine Room: outdoor loudspeakers or similar devices; live music, snow, foam or confetti; moving rides or mechanical amusement rides; live animals; or any other activity the Association, in its sole and absolute discretion, deems unsafe or destructive to people or property. Failure to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

11. No Smoking. Smoking (including, without limitation, electronic cigarettes, cigarettes, vapes, pipes and cigars) is not permitted in any areas.

12. Liability; Indemnification. Use of the Wine Room by User and/or the Attendees is at each of their sole risk. User is and shall be responsible for any and all losses, damages, judgments, liabilities, injuries (including death), causes of actions, repairs, fees, costs and expenses (collectively, "Claims") arising out of, resulting from and/or relating to: (a) the Function or User's and/or Attendees' use and enjoyment of the Wine Room and/or the Community Facilities including, without limitation, any and all Claims involving the serving and/or consuming of alcoholic beverages at the Function, and (b) any failure by User to comply with the terms and conditions of this Agreement. Accordingly, User hereby expressly agrees to indemnify, defend and hold harmless the Association and the Association's members, officers, directors, employees, representatives, agents, successors and assigns, from and against any and all Claims including, without limitation, reasonable attorneys' fees and costs at all trial, appellate and post-judgment levels and proceedings and whether suit be brought or not.

13. Insurance. User shall be responsible for ensuring that all of User's vendors have and shall maintain comprehensive general liability insurance that will cover any Claims made in connection with or arising out of the Function. Proof of such

insurance coverage shall be provided to the Association as provided in Paragraphs 6. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder.

14. User Default. In the event User and/or any Attendee defaults, violates or fails to comply with any of the terms or conditions contained in this Agreement (a "User Default"), in addition to all other rights or remedies Association may have at law and/or equity, the Association shall have the right to immediately terminate this Agreement and retain the Use Fee and Security Deposit paid by User, as well as deny User from reserving the Wine Room and/or any of the other Community Facilities in the future. If such User Default occurs after the commencement of the Function, in addition to the foregoing remedies, Association shall have the right to immediately stop the Function and require User and all Attendees and User's vendor(s) to immediately vacate the Wine Room and all other portions of the Community Facilities.

15. Cancellation by Association. The Association may cancel this Agreement at any time: (i) due to acts of God or disaster, (ii) in the event of a User Default, or (iii) if in the sole opinion of the Association, it deems it necessary to do so. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User Default) prior to the Reserved Date, the User shall not be entitled to any other compensation from Association for any such cancellation, and User hereby waives any and all other Claims user may have as a result of any such cancellation.

16. Compliance with Codes and Ordinances. User shall comply with all laws of the United States, the State of Florida, all ordinances of St Lucie County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of User's use of the Wine Room and this Agreement.

17. Sums Due; Remedies for Nonpayment. Any sums of money owed by User pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms of this Agreement shall be treated as an assessment against User's Lot(s) capable of being the subject of a lien on User's Lot(s) and such other remedies (including foreclosure) that the Association may have under the Association's governing documents, similar to other Assessments as provided in the Association's governing documents, together with interest and reasonable attorney's fees and costs incurred by the Association related to the collection of the assessment or enforcement of such lien at all trial, appellate and post-judgment levels and proceedings and whether suit be brought or not. Such sums, if not paid when due, shall bear interest from the due date until paid at the maximum rate as allowed by law. Nothing in this Paragraph shall limit the Association from exercising any and all other remedies Association may have under the Association's governing documents and/or applicable law.

18. Attorneys' Fees. In the event of a dispute arising out of or in connection with this Agreement and/or User's use of the Wine Room, the prevailing Party shall be entitled to recover all costs incurred in connection with such dispute, including, without limitation, reasonable attorneys' fees and costs incurred through and including all trial, appellate, and post-judgment levels and proceedings and whether suit be brought or not.

19. Jury Waiver. USER KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT USER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHT OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH AND/OR RELATING TO THIS AGREEMENT AND/OR USER'S AND ATTENDEES' USE OF THE WINE ROOM AND/OR COMMUNITY FACILITIES.

20. Severability. Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision of this Agreement shall be found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

21. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

23. No Assignment. User may not assign or transfer its rights or interests under this Agreement.

**THE UNDERSIGNED USER AND ASSOCIATION, HAVING FULLY READ THE FOREGOING, HEREBY
CONSENT AND AGREE TO THE FOREGOING USE AGREEMENT.**