THE COVE
AT WEST PORT

The Cove at West Port Amenity Rental Agreement

Please complete this form to reserve an amenity space for a private event.
Return form to Lifestyle Director by email CoveAtWestPortLifestyle@accessdifference.com.
Payment and deposit are required to hold reservation.

RESIDENT INFORMATION

First Name: _____ Last Name: _____

Property Address: _____

Mailing Address *if different:* _____

Contact Phone: _____ Email: _____

Event Date: _____ Description of Event: _____

Event Time: _____ Approx. Number of Attendees: _____

Rentals available from 9 a.m. – 10 p.m.

$250	**Social Center** *Social Center, Game Room, Front Hall & Kitchen* *Accommodates up to 240 people*	
$100	**Game Room Only** *Accommodates up to 35 people*	
$250	**REFUNDABLE DEPOSIT** *Required to Confirm Reservation*	**$250**
	Grand Total:	

**Cleaning Fee included in rental*

ADDITIONAL INFORMATION

Will you be using an additional vendor (caterer, entertainer, etc.)?

YES ☐ Vendor Name: _____

NO ☐ Service Provided: _____

Notes: _____

_____

Please provide a certificate of insurance(COI) for each of your vendors naming **The Cove at West Port** as the certificate holder.
COI is due seven days prior to event.

RENTAL AGREEMENT TERMS & CONDITIONS

Please initial alongside each of the terms and conditions below before returning this form.

	I agree to pay the designated rental fee for the time and date listed on this form, and to pay a **refundable security deposit**. Should damage occur, my deposit will be held and if the repair of damage exceeds the security deposit, I will be responsible for paying the additional cost incurred.
	I agree to have all event items removed following use. **I understand that failure to vacate the rental area will result in deductions from the deposit at the Lifestyle Director's discretion. A 15-minute grace period applies.**
	I covenant and agree that I will be present at the venue at all times during the hours I have reserved the space. I understand that all areas excluding the rental venue will not be private as fellow Residents will have access to other amenities during my reserved times.
	I may not sublease a reserved area of The Cove at West Port at any time.
	There is no smoking allowed inside The Cove at West Port amenities or on the pool deck.
	I will not tape, nail, tack, or staple anything to the walls, tables, windows, or furniture, including with 3M removable strips.
	I agree to be responsible for and compensate The Cove at West Port for any damage done by me or my guests to the Social Center, or to the furnishings contained therein, including but not limited to curtains, drapes, blinds, furniture or personal property, or to the floor, windows, or walls therein, including but not limited to cigarette burns thereto. Such damages, if any, shall be as determined by the Community Manager, whose judgment shall be final, and I will be billed immediately.
	I have deposited $250 as security for repairs of damage
	If consuming alcohol, I am at least twenty-one (21) years of age and all guests consuming alcohol are also at least 21 years of age. Glass containers are prohibited on or around the pool deck, and intoxication will not be tolerated.
	I agree that my guests and I will not make or permit any disturbing noises or loud music or permit anything in or around the Social Center that will interfere with the rights, comforts, or conveniences of other Residents.
	I accept sole responsibility for my conduct and that of my guests and I agree to indemnify and hold harmless The Cove at West Port for any injury or damages of any sort whatsoever which I or my guests may suffer during the use of the venue and the surrounding areas.
	I will empty the refrigerator and remove decorations following my rental.
	The amenities at The Cove at West Port are to be rented to Residents in good standing. The Cove at West Port reserves the right to deny rental for any function to any person for any reason. Community events and official meetings will take priority over a private rental function.
	I agree to comply with the laws of the United States, the State of Florida, the local government, and will pay any taxes or fees due to any authority arising out of my use.
	The Homeowners' Association, or its representatives, reserves the right to enter the premises during the period of rental to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of The Cove at West Port, and or to prevent any damage or destruction of the premises.
	In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' 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 Charlotte 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. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

SIGNATURE OF AGREEMENT

I understand that this form is a request for rental. The reservation security deposit and the completion of this form do not guarantee my rental of the requested venue. I have read and fully comprehend the terms & conditions contained on this form and agree to follow all operating rules and regulations of The Cove at West Port facility and surrounding areas during my event.

SIGNATURE OF RESIDENT _____ DATE _____

OFFICE USE ONLY

Date received: _____

Approved: ☐ Disapproved ☐

Rental Fee Collected: _____

Deposit Collected ☐ Deposit Returned ☐