



The Champions' Club Owners Association, Inc.  
10132 Robert Trent Jones Parkway  
Trinity, FL 34655

(727) 375-8480

## *MEMBER FUNCTION AGREEMENT*

We welcome all members to use their clubhouse and pool area for special occasions. We hope you will treat it as you would your home and preserve it for the enjoyment of others. Following are the guidelines for using the facility.

### **Reserving a Date and Time**

We will reserve up to 4 parties per day Monday through Friday and 2 parties per day on Saturday and Sunday on a first-come, first-serve basis. The number of reservations taken is subject to the review and approval of the Board of Directors or its agents based on conditions such as size of the group(s) and the expected overall club use.

- ❖ Reservations for a private function may be made no more than 90 days in advance. We need at least 2 weeks' notice for all private functions.
- ❖ A maximum of 80 individuals will be allowed at any private function.
- ❖ Residents who have reserved a date and time for their function must be in attendance and will be responsible for the conduct of their guests.
- ❖ Loaning the Clubhouse to third-party, non-members is prohibited. The security deposit will be non-refundable should this occur.
- ❖ An individual household will be limited to four (4) private functions per year.
- ❖ An individual household will be limited to one (1) such reservation per weekend.

### **Clubhouse Alcohol Policy**

There are two situations, that are NOT mutually exclusive, where a bartender working under a liquor license must be hired to serve alcohol during a member-hosted function:

1. When hosting a function at the Clubhouse where alcohol will be served, the homeowner must hire a bartender working under a valid off-site liquor license to serve the alcohol when **more than ten (10) NON-MEMBERS are in attendance**. If the function includes a total of eleven (11) NON-MEMBERS, then a bartender working under a liquor license must be hired. No one under the age of 21 will be included for the purposes of the alcohol policy where a member function agreement is required.  
AND
2. The second part of the policy states that a homeowner must hire a bartender working under a liquor license to serve alcohol **when more than 20 people are in attendance who are at least 21 years of age**. If the function includes a total of 21 or more guests, then a bartender must be hired

Our current and unchanged Clubhouse definition of a party, requiring a Member function agreement, is 10 or more people. A "guest" is defined as a non-member (not permanently residing in The Champions' Club), but invited and accompanied to the Clubhouse area by a Member. No



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one under the age of 21 will be included for the purposes of the alcohol policy but is counted for purposes of the Member function agreement. A person providing bar service must provide proof of: off-site liquor license, liquor liability insurance, workers' compensation or workers compensation exemption and general liability insurance. A certificate of insurance listing CCOA, Inc. as the certificate holder must be submitted at least 48 hours in advance of the party.

This alcohol policy is subject to change. If the alcohol policy is changed after your agreement is signed, you will be required to follow the new guidelines.

### General Rules

1. **To confirm your event, you must return this signed agreement. Also, within two business days of your planned event, a \$1,000 security deposit in the form of a check is required. We do not hold a date in the reservation book until we receive a signed agreement. We will consider the event cancelled if we do not receive a deposit check within 48 hours of your reserved day.** This deposit will be refunded within 48 hours of your function under the condition that the premise is left clean and without any damage to the property. Any charges for cleaning or damages will be deducted from the security deposit, and any damages in excess of the deposit amount will be billed to the homeowner.
2. **Available hours for a private function coincide with the Clubhouse hours of operation.** It is required that members conclude private parties 30 minutes prior to the Clubhouse closing time. The clubhouse and pool area will remain open to all Champions' Club members during your special event during normal operating hours.
3. **After-hours parties.** Members booking a private function may request to extend the use of the Club beyond posted operating hours. An extended-hours function must be requested at least one week in advance and cannot go past 11 pm on any day of the week.
4. **A private function may not exceed five (5) hours.** The setup and breakdown time are not included in this 5 hour time limit. Any member hosting a private function may start setup for the party up to 2 hours in advance and breakdown must be completed within 1 hour, no later than 11 pm on any day of the week.
5. The clubhouse, veranda, and pool areas are the only areas that can be reserved for private functions. The fitness center and spa areas may not be reserved or used during a private function.
6. Functions involving solicitation, drugs and alcohol resale, as well as subleasing, are strictly prohibited. Members may not loan Clubhouse use to a non-member by completing a function agreement.
7. The CCOA Board of Directors or its agents has the power to terminate any event which they deem, in their opinion, is causing an undue burden or disturbance to other homeowners in the community or in the pool area or that is deemed to be potentially harmful to attendees.



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8. During pool parties, please do not enter the clubhouse dressed in bathing attire or wet clothing. Chlorinated water can damage rugs and weaken fibers in the furniture. It is the members' responsibility to enforce this rule with their guests.
9. Pool gates and entry gates must remain closed during your event. All exterior doors must be closed in order for the air conditioning and heating system to function properly.
10. Barbecuing is allowed only at the poolside grill. No charcoal grills and/or any other form of outdoor or indoor cooking/grill devices are permitted in the clubhouse or within the pool area.
11. Decorations are acceptable with the exception that nothing can be tacked or taped to the walls or furnishings. Lit candles or open flames are not permitted, with the exception of birthday cakes. No birdseed, rice, confetti, sparkles, or sawdust may be used on the premises. Any balloons caught in the light fixtures will result in the cost of removal, which will be deducted from the security deposit.
12. Minors 18 years of age and under must be accompanied and chaperoned by the homeowner of record who reserved the clubhouse or pool area. At least one (1) chaperone, over the age of 21, for each eight (8) minors must be present at all times.
13. Vendors hired for entertainment, such as disk jockeys, musicians, bounce houses for children's parties, and other types of service vendors, must provide proof of liability insurance and workers' compensation in order to provide their services on Clubhouse property. Worker's compensation exemptions are accepted as long as all workers are covered under the exemption Loud amplified music or other loud noises which would impede on the quiet enjoyment of other members in the community or pool area are not allowed.
14. It is the responsibility of the member(s) hosting the event to clean-up and remove decorations and trash, leaving the party area in its original condition and furnishings returned to original positions.

15. Clubhouse Area Use

- a The Clubhouse Area shall not be used for commercial purposes, unless specifically approved in advance by the CCOA Board of Directors.
- b Within the Clubhouse Area, unless specifically approved in advance by the CCOA Board of Directors:
  - i There shall be no exchange of money or any other thing of value for products, assets, or services.
  - ii No products, services, or assets shall be offered for sale or trade. No sales brochures or other similar advertisements shall be distributed. No sales videos or videos touting a business shall be exhibited. No stock in trade shall be exhibited. No one shall solicit business. No one shall distribute advertising material for a business, service, or product. No one shall



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distribute advertising material for a business, service, or product. No one shall exhibit advertising material for a business. No one shall exhibit material touting a business.

- iii No agreements to purchase or trade for products, assets, or services shall be signed, electronically signed or otherwise. No real estate listing agreements shall be signed, electronically signed or otherwise.
- iv No one shall engage in any type of fundraising activity.

### **Food and Beverage Policy**

**Catered/Parties.** If you would like to have your function catered and alcohol is to be included, you must use a caterer that can provide proof of a liquor license, provide a certificate of liability insurance and proof of worker's compensation insurance. Workers' compensation exemption certificates are also accepted as long as all workers are covered under the exemption. A list of area caterers is available at the Front Desk of the Clubhouse.

**Non-Catered Parties.** If you prefer, you may provide your own food and beverages. During a private member function of 20 or more attendees that includes up to 10 non-resident guests, (no one under the age of 21 will be included for the purposes of the alcohol policy) alcoholic beverages may NOT be brought onto the Clubhouse property. Alcoholic beverages must be ordered through Fox Hollow Restaurant or provided by another caterer who has a liquor license, liability insurance and workers' compensation or workers' compensation exemption as noted in the Alcohol Policy. If you are hosting a party for Champions' Club members only or for functions that are 20 total attendees or less that include no more than 10 non-residents, then alcoholic beverages may be brought into the facility without a licensed caterer.

The Clubhouse kitchen is available to store your food and beverages until you're ready to serve your guests. Any remaining food and beverages must be removed from the kitchen area at the end of your function.

### **Poolside Grill**

The grill is available for your use and it is the member's responsibility to clean the grill and bar area prior to the conclusion of your function. **Absolutely no glass is permitted in the Pool Area.**

### **DJs/Bounce House/Clowns/Etc.**

If you would like to have a DJ, Clown, bounce house, etc. at your function you must use a vendor that has both a certificate of general liability insurance and proof of workers compensations or workers compensation exemption. Any contractor to perform any services at The Champions' Club will require these documentations.



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Only Members of the Association who are in good standing (all fees, fines, and assessments are paid, and clubhouse use is not suspended) will be allowed to make private function reservations.

**\*Security deposits may not be refunded for the following reasons:**

Noise disturbances, cleaning not performed per the rental agreement, damage to the facility or furnishings, loaning the Clubhouse to third-party, non-members, or other violations of the Clubhouse rules, or this member function agreement. The \$1,000 deposit shall be refunded in total, forfeited in total, or partially refunded at the discretion of the Board of Directors or its designated agents. A Clubhouse staff member will conduct a pre- and post-function inspection with you within the next business day conclusion of your event. Member applicant is required to attend.

Damage includes, but not limited to, any Clubhouse furniture, and/or fixtures, equipment, carpet, etc. and any damage to Champions' Club ground areas, landscape, exterior of building and resident's property (cars, etc.).



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**Please complete, sign, and attach your security deposit to confirm your reservation:**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Event Time: \_\_\_\_\_

Type of Party: \_\_\_\_\_

( ) Up to 20 total Attendees (including up to 10 non-residents)- # of Attendees: \_\_\_\_\_

( ) 21 or more in total Attendees- # of Attendees: \_\_\_\_\_

(No one under the age of 21 will be included for the purposes of the alcohol policy)

*We ask you to inform us if your guest count changes.*

Choose One: ( ) Pool Party ( ) Gathering Room/Veranda

( ) We would like to reserve the lawn area. Subject to availability, as it is a first ask, first serve request.

The lawn cannot be reserved on its own and must be reserved with either the pool or gathering room.

( ) We will provide food. (This would include a delivery or drop off, but no catered services)

( ) We will provide non-alcoholic beverages. We understand that only non-alcoholic beverages are permitted to be brought into the Clubhouse and pool areas when more than 20 total attendees and up to 10 non-resident guests are attending our private function. (No one under the age of 21 will be included for the purposes of the alcohol policy)

( ) We would like to use the poolside grill.

( ) Party to be catered by: \_\_\_\_\_

( ) Licensed caterer shall provide alcoholic beverages and bartender for serving.

( ) Other vendors: \_\_\_\_\_



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**Please acknowledge and initial:**

\_\_\_\_\_ We understand that absolutely no alcohol may be brought into this facility when hosting a party that includes more than 20 total attendees with up to 10 non-resident guests. Alcoholic beverages may be purchased through Fox Hollow Restaurant or provided and served by another licensed caterer that holds a liquor license, liquor and general liability insurance, and workman's compensation insurance, or worker's compensation exemption. We will communicate this to our guests.

\_\_\_\_\_ We understand that alcoholic beverages may only be brought into this facility under the condition that the event is less than 20 total attendees with up to 10 non-residents.

\_\_\_\_\_ We understand that loaning the Clubhouse to third-party, non-members is prohibited and that our security deposit will become non-refundable if, in fact, this event is hosted by a non-member.

\_\_\_\_\_ We understand that private parties must end 30 minutes prior to the Clubhouse closing time. We acknowledge that funds will be withheld from the security deposit if the Clubhouse is not returned to working order at closing time.

\_\_\_\_\_ We understand that this is a smoke-free facility.

\_\_\_\_\_ We understand that we must ask all of our guests to enter the main clubhouse and sign in at the Welcome Desk before attending my private function.

\_\_\_\_\_ We understand we must provide an Invited Guest list for all parties.

\_\_\_\_\_ We understand and acknowledge that a violation of this agreement or the clubhouse rules may result in forfeiting your security deposit and a possible clubhouse use suspension.

\_\_\_\_\_ We acknowledge and accept that if exceed either 20 maximum adult attendees or more than 10 non-resident guests, we will be asked to remove all alcohol from Clubhouse property and our Clubhouse privileges will be suspended for 30 days. It is our responsibility to base our count on the highest potential number of invited guests to include non-residents that might attend my function. We understand that failure to remove alcohol when requested would result in a 90 day suspension.

By signing below, I am acknowledging that I am responsible for the condition of the clubhouse and/or pool area. I accept the responsibilities and above provisions for the use of the clubhouse and/or pool area. I also accept financial responsibility for returning the clubhouse and adjoining grounds to their original condition. In the event of damages, I understand that my financial liability is not limited to the amount of my deposit. All functions are subject to the approval of the association.

\_\_\_\_\_  
Member's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
CCOA

Date: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Date: \_\_\_\_\_ Check # \_\_\_\_\_



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### **Hold Harmless/Indemnity Agreement**

In consideration for use of the clubhouse and/or pool area (the "Premises"), the undersigned, a resident and member of THE CHAMPIONS' CLUB OWNERS' ASSOCIATION, INC. ("CCOA") agrees to instruct all guests and invitees in the use of the facility and limitations as described in the Rules and Regulations for Private Functions delivered to the undersigned. The undersigned shall take all necessary and reasonable actions to provide for the safety and welfare of any guests during their visit. The undersigned agrees that CCOA shall not be liable for, and the undersigned shall defend (unless CCOA waives its right to such defense, and in any event with counsel reasonably satisfactory to CCOA) indemnify, hold harmless and protect CCOA, and its employees and agents, and the Developer (as defined in the Declaration of Covenants, Conditions and Restrictions for The Champions Club) from any claims, demands, costs, losses, liability, judgment, award, fine, penalty or damage whatsoever, including reasonable attorneys' fees and costs (collectively, "Claim") arising out of (i) the use and enjoyment of the Premises by the undersigned, (ii) any injury or damage occurring on the Premises, or (iii) resulting from any breach of the Rules and Regulations. Notwithstanding anything to the contrary, this agreement shall not relieve CCOA or the Developer (as defined in the Declaration of Covenants, Conditions and Restrictions for The Champions Club) from responsibility for its proportionate share of its fault attributable to its negligence or willful misconduct in causing any such Claims.

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Club Staff: \_\_\_\_\_ Date: \_\_\_\_\_