

# **PALM RIVER COMMUNITY DEVELOPMENT DISTRICT**

**District Office ♦ 2005 Pan Am Circle ♦ Suite 120 ♦ Tampa, Florida 33607**

## **CLUBHOUSE USAGE AGREEMENT** **RELEASE OF LIABILITY AND INDEMNIFICATION**

1. **PALM RIVER COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the “District”) is the owner of the clubhouse and related facilities (hereinafter, the “facilities”), located within the Palm River community in Hillsborough County, Florida.
2. The District, by its execution of this Agreement, has approved the use of the Facilities as described herein, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of a \$50.00, for up to six (6) hours, over six (6) will be an additional \$25.00 (all monies U.S. Bank Check) rental fee, as well as a refundable security deposit in the amount of \$100.00 for RESIDENT users. For NON-RESIDENT users a receipt of a \$250.00 rental fee, as well as a security deposit in the amount of \$250.00 are required. Security deposit refunds are subject to an inspection of the facility after the event, as well as complete adherence to the “Clubhouse Rules” (**see and initial**) attached. Please make checks (two, separate) payable to PALM RIVER CDD
3. The undersigned, \_\_\_\_\_, (the Applicant), has applied to the District to use the Clubhouse as follows:  
Applicant Address: \_\_\_\_\_  
Purpose: \_\_\_\_\_  
Date of Event: \_\_\_\_\_ Phone: \_\_\_\_\_  
Time of Event (ALL Events shall end by 11:00 P.M.): \_\_\_\_\_  
Maximum Number of Attendees (NOT TO EXCEED 140): \_\_\_\_\_
4. The District has consented to the above use by the Applicant, its agents, employees and invitees.
5. In Consideration of the District’s permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being speciffaly understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its agents or employees.
6. As further consideration for the District’s permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.

7. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.

**Applicant:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

**PALM RIVER COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

As: \_\_\_\_\_

\_\_\_\_\_  
Date

**\* Non-Sufficient Funds (NSF) Policy:**

**In the event that a check is sent back to Palm River CCD for non-sufficient funds the check writer must make payment within 30 days of demand letter with cashiers check, money order or cash at a cost of \$25.00 in addition to the original check amount.**

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**CHECK PAYMENT FORM**

*This form must be completed by **each person** issuing a check to Palm River CDD in payment for clubhouse rentals, keys or any other products/services. A copy of the check issuer's driver's license or valid ID must be obtained **for each occurrence.***

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**NAME OF ISSUER:** \_\_\_\_\_

**DOB:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HOME PHONE:** (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

**CELL PHONE:** (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

**DRIVER LICENSE NUMBER:** \_\_\_\_\_  
(Attach copy of license)

**PLACE OF EMPLOYMENT:** \_\_\_\_\_

**WORK PHONE:** (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

**AMOUNT OF CHECK:** \$ \_\_\_\_\_

**REASON FOR CHECK:** \_\_\_\_\_

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**In the event that a check is sent back to Palm River CCD for non-sufficient funds the check writer must make payment within 30 days of demand letter with cashiers check, money order or cash at a cost of \$25.00 in addition to the original check amount.**

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## RECREATION CENTER POLICIES

The Recreation Center (which does not include the pool area) will be available for rental by residents for a maximum of 6 hours unless otherwise approved by the District Manager. Rentals are on a first come, first serve basis, with security deposit in place to reserve the date and time. Rentals may begin as early as 9:00 a.m. and must terminate by 11:00 P.M.

Rental Fees and Security Deposits for residents are as follows:

- Resident Rentals: Security Deposit \$100.00; Rental Fee \$50.00 per six (6) hours, over six will be an additional \$25.00.
- Non-Resident Rentals: Security Deposit \$250.00; Rental Fee \$250.00
- Only checks or money orders will be accepted for payment, made payable to Palm River Community Development District
- Neighborhood events are not subject to the rental fees, but renters will be responsible for any damages to the facility. Neighborhood events must meet the following criteria:
  - The event provides a benefit to the community;
  - The event encourages socialization amongst the neighbors;
  - The event is posted in the monthly newsletter;
  - The event must be approved by the District Manager; and
  - The event sponsor or chairman will be responsible for any damages and for cleaning the facility.

1. All persons using the Recreation Center do so at their own risk.
2. Children under the age of sixteen must be accompanied by an adult at all times while at the Recreation Center.
3. Use of kitchen facilities is restricted to persons eighteen years of age or older.
4. Alcohol is NOT permitted at the Recreation Center – presence of alcohol **AUTOMATICALLY FORFEITS SECURITY DEPOSIT (THERE WILL BE NO EXCEPTIONS)**
5. Glass beverage containers are NOT permitted at the Recreation Center
6. Furniture shall NOT be removed from the Recreation Center at any time.
7. All equipment, furnishings and property of the District shall be found in the same condition after use of the Recreation Center.
8. It shall be the responsibility of any resident using the Recreation Center to remove food or other items, including those items in the refrigerator.
9. Non-perishable items left in the Recreation Center after use will be kept for a period of “One Week.” Items not claimed by the end of that period will be discarded.
10. All persons using the Recreation Center shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall (CAPACITY NOT TO EXCEED 140).
11. Residents wishing to reserve the Recreation Center shall contact District staff no later than two weeks preceding the date of intended reservation request. District staff will then review a list of policies and procedures for the reserved special event at the Recreation Center with the applicant. Use of the Recreation Center for parties or other group functions will require the execution of an indemnification agreement and a security deposit.
12. Use of the Recreation Center is STRICTLY limited to the confines of the building and adjacent parking area. Use of pool is STRICTLY PROHIBITED and will result in the **FORFEITURE OF THE SECURITY THE DEPOSIT.**

13. Please respect all walls and surface areas of the Recreation Center as you would your own home: **DO NOT PLACE TAPE ON WALLS, PUT PUSH-PINS INTO WALLS, ETC.**
14. All surfaces are to be thoroughly cleaned upon the completion of the rental event before leaving the Recreation Center. Failure to thoroughly clean will result to **FORFEITURE OF THE SECURITY DEPOSIT**. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within 7 days. (Wipe all surfaces, tables, chairs; sweep and mop the entire floor area; remove all trash from clubhouse to dumpster – including the trash receptacle located at the rear of the facility; replace trash bags). **Note:** the CDD will do its best, but will not be obligated to provide brooms, etc. Renters must provide their own cleaning products and remove them at the conclusion of the event.
15. **ALL CLEANING MUST BE COMPLETED** and the Recreation Center locked up securely (all windows and doors) by **MIDNIGHT** of the rental day; persons in the Recreation Center **AFTER MIDNIGHT** will be considered as **TRESPASSING** and subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff's Office).
16. No person may use the Recreation Center in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the community by other residents. Specifically, no person may use the center in such a manner that creates excessive noise, profanity, or boisterous action.
17. Approval of all events is subject to the discretion of the District Manager. The District Manager has within its sole discretion the authority to reduce or waive rental fees for community service functions and events.
18. Individuals reserving the center must sign a Facility Usage Agreement and Release of Liability and Indemnification Agreement in order to rent the center.
19. No pets shall be allowed at any time in the center with the exception of service animals as defined by Florida Statutes.
20. All exterior doors and windows must be closed when the air conditioning or heat is on.
21. There is **NO SMOKING** allowed.
22. Call 911 in the event of an emergency.
23. Violations will be subject to suspension as deemed appropriate by the Board of Supervisors.

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**Applicant Signature**

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**Applicant Printed Name**

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**Date**