## AMENITY CENTER AREAS RESERVATION AGREEMENT

This Amenity Center Areas Reservation Agreement (this "Agreement") is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_ between the Union Park East Community DevelopmentDistrict, a special-purpose unit of local government organized pursuant to Chapter 190,Florida Statutes (the "District") and the Resident Patron listed below (the "Reserver").

## 1. Resident Patron

- a. Name:
- b. Address:
- c. Phone Number: \_\_\_\_\_
- 2. The District owns and operates the Amenity Center Areas, including but not limited to the indoor area, swimming pool, gym, and playground/ tot-lot.
- 4. Security Deposit
  - a. [] Not applicable (Board or Amenity Manager Use)
  - b. [] Applicable (Resident Patron Use)
    - A refundable security deposit of \$300.00 from Resident Patron has been received. The Amenity Manager will review the checklist listed in the Facility Reservation Policies section of the District's Amenities Rules & Policies after the event. With satisfactory completion of all items on thechecklist, the deposit will be returned.
- 5. If the Resident Patron wishes to cancel a reservation, the cancellation will be handled case by case.

- 6. Resident Patron shall not serve or permit any alcoholic beverages to be consumed unless the Board of Supervisors of the District has pre-approved a special event.
- 7. Resident Patron is responsible for cleanup and restoring the Amenity Center Areas to theoriginal condition immediately following the event.
- 8. District staff or authorized designees are authorized to end the event if they observe any damage being done to the property or other behavior they deem as reckless or inappropriate.
- 9. Resident Patron, to the fullest extent of the law, hereby waives, releases, and discharges the District from any and all losses, claims, liability or damages, including but not limited to losses, claims, liability or damages to personal property or for any personal injury orharm suffered on District property in connection with the Reservation and further agrees to hold the District harmless from, and will indemnify and defend the District against all liability or damage which may arise in any manner whatsoever, whether directly or indirectly, from the Reservation.
- 10. Resident Patron shall not damage, mar, or in any manner deface the Amenity Center Areas, andshall not cause or permit anything to be done which may in any manner damage, mar or deface the Amenity Center Areas. If the Amenity Center Areas, during the term of the Agreement, shall be damaged by the act, default or negligence of the Resident Patron, or of any of the Resident Patron's agents, employees, patrons, guests or any persons admitted to the Amenity Center Areas by the Resident Patron, Resident Patron agrees to pay to the District upon demandall sums as necessary to restore the Amenity Center Areas to its condition prior to the Reservation.
- 11. Resident Patron will comply with all laws, codes, and regulations of the United States, the Stateof Florida, and Pasco County, and Resident Patron will pay any sales taxes or fees due to any authority arising out of Renter's use of the Amenity Center Areas.
- 12. This Agreement is made and shall be construed under the laws of the State of Florida with venue in Pasco County, Florida.
- 13. In the event of any dispute or damage claim arising with respect to the enforcement of this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and costs incurred by reason of such action, including appellate proceedings.
- 14. Resident Patron may not assign their rights or interest under this Agreement.
- 15. Resident Patron, its agents, employees, patrons or guests shall not use the Amenity Center Areas for any unlawful purpose, and the Resident Patron, their agents, employees, patrons andguests shall abide by the District's Amenities Rules & Policies.

16. This Agreement and the District's Amenities Rules & Policies form the entire agreement and neither party is to rely upon any oral representations made by the other party.

Resident Patron's Signature:

Amenity Manager's Signature: