



**CABANA RENTAL AGREEMENT
RELEASE OF LIABILITY AND INDEMNIFICATION**

| Standard Rental | Premium Rental |
|---|---|
| <u>Includes</u> | <u>Includes</u> |
| <ul style="list-style-type: none"> • Covered Cabana Bar Area with Under Cover Seating (20) • 4 Lounge Chairs (Outside Front of Bar) • Use of 1 Grill • Microwaves, Ice Bins, and Mini Fridges • T.V.s (Renters Family Friendly Preference) • Cabana Pool Access • Spa Not Included • Unspecified Seating Not Included | <ul style="list-style-type: none"> • Covered Cabana Bar Area with Under Cover Seating (20) • 6 Tables with 4 chairs each (Adjacent to Bar Area) • 4 Lounge Chairs (Outside Front of Bar) • Prep Kitchen with Commercial Fridge Access • Use of 2 Grills • Microwaves, Ice Bins and Mini Fridges • T.V.s (Renters Family Friendly Preference) • Cabana Pool Access • Spa Not Included • Unspecified Seating Not Included |
| Max Capacity = 20 People | Max Capacity = 45 People |
| Rental Fee = \$200 (6 Hr) / \$350 (Full Day) | Rental Fee = \$400(6 Hr) / \$650 (Full Day) |
| Deposit = \$300 | Deposit = \$300 |
| <i>Optional Fire Pit Usage for Either Rental Size = \$50 (6 Hr) / \$100 (Full Day)</i> | |
| Rental Times: 8am-2pm / 3pm-9pm / 8am-9pm | |

RIVERCREST COMMUNITY DEVELOPMENT DISTRICT (hereinafter, the “District”) is the owner of the Cabana and related facilities (hereinafter, the “Facilities”), located within the Rivercrest community in Hillsborough County, Florida.

1. The District, by its execution of this Agreement, has approved the use of the Cabana as described herein, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of the fees as listed. Payment must be received in the form of check made out to Rivercrest CDD.
2. The undersigned, _____, (the “Applicant”), has applied to the District to use the Cabana and approve facilities as follows:
3. Applicant Address: _____
4. Purpose: _____
5. Date(s) of Event: _____ Phone: _____
6. Time of Event, including set up and cleaning. _____
7. Rental Type: Standard _____ Premium _____ Fire Pit Option _____
8. Number of Attendees: _____
9. In consideration of the District’s permission to use the Facilities, the Applicant, for itself, its members, managers, officers, directors, agents, employees, clients, guests, participants and invitees, and any person or entity claiming by or through them, hereby releases, discharges and acquits the District, its supervisors, managers, residents, agents or employees, from any and all claims for loss, damage or injury of any nature



whatsoever, whether 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 supervisors, managers, residents, agents or employees, it is specifically understood and agreed that this release of liability applies to and includes any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its supervisors, managers, residents, agents or employees.

10. As further consideration for the District's permission to the Applicant to use the Facilities, the Applicant, for and on behalf of itself and its members, managers, officers, directors, agents, employees, clients, guests, invitees, representatives and assigns, agrees to indemnify, defend and hold harmless the District, its supervisors, managers, residents, 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 out of or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, including but not limited to, any loss, damage, injury or death caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its supervisors, managers, residents, agents or employees.
11. Applicant is responsible for any damage to District property caused by Applicant and/or any of Applicant's family members or guests. Applicant shall pay all costs to repair any damage caused by Applicant or Applicant's family or guests arising from or related to this Agreement and/or the use of the Facilities. Failure to pay all such costs may result in legal action.
12. Should any provision of this Agreement be declared or be determined to be illegal or invalid by a court of law, 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.
13. Any disputes arising out of or related to this Agreement will be construed under Florida law and venue for any such disputes shall be in Hillsborough County, Florida. The prevailing party in any litigation or legal action arising out of, related to, or to enforce any provision of this agreement shall be entitled to recover all attorney's fees, costs, and expenses incurred, including any attorney's fees, costs, or expenses incurred presuit.
14. District sponsored events with a vendor will fall under the Rivercrest Facilities use agreement with fees based on percentage by non-resident/resident attendance.
15. By signing below, the Applicant represents and warrants that Applicant and its members, managers, officers, directors, agents, employees, clients, guests, participants and invitees accessing and or using the District Facilities will abide by and adhere to all of the Rules and Regulations of the District and the Rules outlined in this agreement.

Applicant: Signature _____

Print name: _____

Date: ____/____/____ Email: _____



RIVERCREST COMMUNITY DEVELOPMENT DISTRICT

By: _____

As: _____

Non-Sufficient Funds (NSF) Policy: In the event that a check is sent back to Rivercrest CCD for non-sufficient funds the check writer must make payment within 30 days of demand letter with cashier's check, money order or cash at a cost of \$35.00 in addition to the original check amount.

RIVERCREST COMMUNITY DEVELOPMENT DISTRICT

11560 Ramble Creek Drive

Riverview, FL 33569

RESIDENT CHECKS ONLY

Deposit Received: \$300.00 Check # _____ Staff Member: _____ Date: __/__/____

Rental Received: \$ _____ Check # _____ Staff Member: _____ Date: __/__/____

Deposit Refund: \$ _____ Staff Member: _____ Date: __/__/____

Wristbands Issued # _____ Staff Member: _____ Date: __/__/____

CABANA RENTAL POLICIES

The Cabana will be available for rental by residents on a first come, first serve basis, with security deposit and any rental fees in place to reserve the date and time.

1. District Event Programming which is approved by the Operations Manager will fall under the Rivercrest Community Development District Facilities Agreement.
2. No Lifeguards on duty. All persons using and/or attending the event at the Rivercrest Cabana Pool Facility do so at their own risk.
3. A rental access card may be issued by the District no earlier than 24 hours before the event unless otherwise approved by Rivercrest Management. If not returned at the end of the event there will be a \$50.00 charge for the non returned card.
4. Residents reserving the Cabana must be present throughout the entire rental and will be required to participate in check-in and check-out procedures.
5. **The facility shall not be used before or beyond the agreed rental time.** All overages on time will be billed at \$50.00 per quarter hour.
 - a. If your rental time is 8am to 2pm, you and your guests must be out and the Cabana must be cleaned and inspected by 2 pm.
 - b. If your rental time is 8am to 9pm or 3pm to 9pm, you and your guests must be out and the Cabana must be cleaned and inspected by 9pm.



6. **Absolutely no decorations on walls, wall decor, doors or door glass, cabinets, television, umbrellas, furniture, fans or ceilings.** Stand up decorations and counter/table top decorations are permitted. Balloons are not allowed.
7. Applicant will be provided wristbands for the predetermined number of attendees; **all guests must wear wristbands for the entire duration of the event.**
8. Applicant shall monitor entry doors to allow participants attending their event access. Under no circumstances should they allow access to anyone not participating in the rental.
9. All pool rules must be followed. Applicant is solely responsible for their guests.
10. Alcohol may only be consumed in designated rental locations.
11. Any person suspected of being inebriated from alcohol or under the influence of drugs is prohibited from entering or occupying CDD properties. Underage drinking and other illegal activities will not be tolerated. Any person engaging in such activities shall be ejected from the Facilities and referred to local law enforcement.
12. Smoking/Vaping and use of any tobacco product or illegal drugs is prohibited. Any person engaging in such activities may be ejected from the Facilities and referred to local law enforcement, as necessary as determined by District Management.
13. Glass beverage containers are only permitted behind the Cabana Bar. All food and drinks must be served in non-breakable containers.
14. All equipment and property of the District shall be found in the same condition after use of the rental.
15. Music selection falls to staff discretion for the enjoyment of all residents.
16. T.V. selection may be up to the renters "family friendly" preference. All T.V.'s will be controlled by staff.
17. Ice may be provided by Rivercrest staff and retained in the ice storage located behind the Cabana Bar.
18. Any damage to the facility or equipment must be reported to staff immediately.
19. Animals are prohibited other than licensed service animals from the facility.
20. It shall be the responsibility of Applicant to remove equipment or other items used by them during the rental.
21. All persons using the Cabana shall obey the Hillsborough County Noise Ordinance.
22. Residents and their guest must park only in designated parking spots in parking lot. Only two vehicles may park behind the cabana and they are not to be on the grass.
23. Any vendors providing equipment or services for an event must be approved by the District prior to the date of the event. Additional information may be required for such vendors including but not limited to, licenses, permits, insurance documentation, etc. Applicant is responsible for ensuring that all information is provided to District Management in the time requested by District Management for proper review prior to the date of the event.
24. Residents and others wishing to reserve the Cabana shall contact District Management during normal office hours no later than two weeks preceding the date of intended reservation



- request. Rentals are on first come first serve basis. District Management will then review a list of calendar availability with events and sponsored events having priority on bookings.
25. Use of the Cabana is STRICTLY limited to the areas and seating specified in the Rental Agreement, walkways, restroom's and parking area. Use of other facilities and seating is prohibited except under resident privilege guidelines. Cabana pool usage is included in rental following all District Rules and Regulations.
 26. Service Drive will be limited to two vehicles for catering purposes only. Staff will allow limited access through emergency gates.
 27. Please respect all landscaping and surface areas of the Cabana as you would your own property. Damages caused by attendees to the event will be charged to Renting party.
 28. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within a reasonable time following the event.
 29. ALL TRASH CLEANUP MUST BE COMPLETED by the end of Applicant's scheduled time on the rental day. Staff will provide cart and extra trash bags to prevent staining to the pavers. Access to the dumpster will be provided.
 30. No person may use the Cabana 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, any profanity, or boisterous action.
 31. Approval of all events is subject to the discretion of the District Operations Manager. The District Operations Manager, upon approval or authorization by the Board of Supervisors, has within its sole discretion the authority to reduce or waive rental fees for community service functions, charity functions.
 32. Call 911 in the event of an emergency.
 33. Violation of any of the above rules will result in the forfeiture of all of the security deposit and assessment of any damages, at the discretion of the District Operations Manager and the Board of Supervisors.
 34. The applicant is responsible for repair of any damage caused at the Cabana or facilities by the applicant and participants during the rental.
 35. If repair of damage to facility or property exceeds deposit additional charges will be billed to the resident at the cost of repair to the district. Failure to pay such amounts may result in legal action.
 36. All Rivercrest CDD Rules and Regulations must be followed by the Applicant and all participants of the rental and all persons using Rivercrest Facilities.
 37. Violations by a resident may also result in suspension of privileges as outlined in the Rivercrest CDD Rules and Regulations.
 38. The applicant shall pay the District all costs of attorney fees incurred in the interpretation or the enforcement of the agreement.

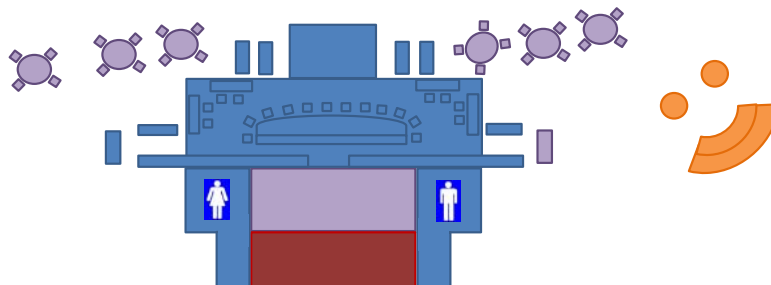
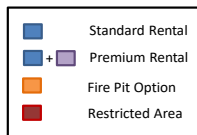


39. Only items that are for information purposes or special events; materials that have the primary effect to inform the members of the District on sponsored programs shall be permitted to be distributed. In general, no items devoted solely to the sale, advertising, solicitation or promotion of commercial products or services for a single profit making business may be distributed or displayed. Exceptions may be made by the Operations Manager for promotion of District supported events and not for profit items. All materials are subject to approval by the District Operations Manager.

CABANA RENTAL WEATHER POLICIES:

During rainstorms, the outdoor facilities may be closed and vacated at the discretion of the staff on duty based on guidelines established by the Board of Supervisors and management and in accordance with the recommendations of the National Weather Service.

1. All outdoor and open wall facilities will be vacated at the first sighting of lightning or sound of thunder. Residents may return to the facilities no sooner than 30 minutes after the last sighting of lightning or sound of thunder as determined by staff on duty.
2. Weather cancellation, prior to event or within one hour - Full refund or reschedule at no cost.
3. Weather cancellation, one hour or more into the event the resident will be refunded 1/6 of the rental for each full hour cancelled. If event is cancelled, renter will have 30 minutes to vacate.





Cabana Rental Checkout Form

Resident Access Card must be verified at check-in and check-out

Name of Applicant: _____ Access Card #: _____ Date of Event: ____/____/____

Time of Event: _____ Standard: ___ Premium: ___ Access Card Issued: ___ Alarm Code Given: _____

I acknowledge receipt of the alarm code and instruction on usage: Signature: _____

Rental Type: _____ Standard (20) _____ Premium (40) _____ Fire Pit Area Option

| Completed | Not Completed | Check Off Item |
|-----------|---------------|---|
| | | Applicant present for the duration of the rental. |
| | | All Rivercrest CDD Rules and Regulations followed by all attending. |
| | | Facility vacated by checkout time. |
| | | No decorations on walls, cabinets, T.V.'s, fans and ceilings. |
| | | Gates, doors and bathroom doors not propped open. |
| | | No smoking in the facility and smoking only in approved areas. |
| | | All trash and decorations removed from facility. |
| | | Microwaves, refrigerator and freezer and grills cleaned with nothing left inside. |
| | | Sinks are clean and empty. |
| | | Trash placed in dumpster with new bags in receptacle using proper procedures. |
| | | Counters and cabinets clean and empty. |
| | | Noise kept at reasonable level. |
| | | Alarm disarmed properly with no false activation. |
| | | Thermostat untouched and secure. |
| | | No damage caused to facility. |
| | | Rental key returned. |

Should there be any damage or rule violations, please describe:

Staff should document all rule violations with photos. Deductions may be made for any failure to complete items on checklist, rule violations, or damage. Final decision on deposit refund is at the management's discretion.

A Signature: _____ Date: _____

Staff Member: _____ Date: _____