



**MULTI-PURPOSE FIELD USAGE AGREEMENT
(Sport Team, Class or League Usage Non District Events Agreement)
RELEASE OF LIABILITY AND INDEMNIFICATION**

RIVERCREST COMMUNITY DEVELOPMENT DISTRICT (hereinafter, the “District”) is the owner of the Multi-Purpose Field 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 Multi-Purpose Field as described herein, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of the fees as listed, a copy of the roster, a copy of insurance naming the District as an additional insured and the agreement that Rivercrest CDD will not be named in advertising and no outside advertising will be permitted. The District can, at its discretion, advertise said event utilizing all of the means within the District’s control (i.e. Newsletter, bulletin boards, and marquis). 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 Multi-Purpose Field as follows:
3. Applicant Address: _____
4. Purpose: _____
5. Date(s) of Event: _____ Phone: _____
6. Time of Event, including set up and cleaning (ALL events shall end by Dusk):

7. Maximum Number of Attendees (NOT TO EXCEED 50): _____
8. 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.
9. 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.

- 10. 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.
- 11. 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.
- 12. District sponsored events with a vendor will fall under the Rivercrest Facilities use agreement with fees based on percentage by non-resident/resident attendance.
- 13. 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: _____

Fee Schedule:

- Non-Resident: \$200.00 Rental per (4) four hour event with a \$200.00 Deposit
- Resident: \$100.00 Rental per (4) four hour event with a \$200.00 Deposit



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

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

MULTI-PURPOSE FIELD POLICIES

The Multi-Purpose Field (which does not include any other amenities of the district) will be available for rental by residents/non-residents for a maximum of (4) four hours unless otherwise approved by the District Operations Manager. Rentals are on a first come, first serve basis, with security deposit and any rental fees in place to reserve the date and time. Rentals may begin as early as 9:00 a.m. and must end by DUSK.

1. District Event Programming which is approved by the Operations Manager will fall under the Rivercrest Community Development District Facilities Agreement.
2. All persons using and/or attending the event on the Multi-Purpose Field do so at their own risk.
3. Multi-Purpose Field is available for rental from 9:00am to Sunset.
4. A special event access card may be issued by the District and if not returned at the end of the event there will be a \$50.00 charge for the non returned card.
5. Renting party shall monitor entry doors to allow participants attending their even access. Under no circumstances should they allow access to anyone not participating in the rental.
6. **Alcohol is NOT permitted at the Multi-Purpose Field (THERE WILL BE NO EXCEPTIONS)**
7. **Smoking/Vaping and use of any tobacco product or illegal drugs is prohibited.**
8. **Glass beverage containers are NOT permitted at the Multi-Purpose Field.**
9. Multi-Purpose Field is to be used for field sports only.
10. Proper use of bleachers and equipment is required at all times.
11. All equipment and property of the District shall be found in the same condition after use of the Multi-Purpose Field.
12. Any damage to the field, bleachers or equipment must be reported to staff immediately.
13. Animals are prohibited other than licensed service animals from the facility.



14. It shall be the responsibility of any resident using the Multi-Purpose Field to remove equipment or other items used by them during the rental.
15. Items left on the Multi-Purpose Field after use will be kept for a period of "One Week." Items not claimed by the end of that period will be discarded.
16. All persons using the Multi-Purpose Field shall obey the Hillsborough County Noise Ordinance.
17. Residents and their guest and all persons using the Multi-Purpose Field must park only in designated parking spots.
18. Electricity may be used to power stereos, sound equipment or other small equipment.
19. No decorations may be used without written permission of management.
20. The set up of inflatable equipment on the grounds will not be allowed.
21. In the case of lightning or thunder, the outdoor facilities and fields must be vacated immediately under our current weather guidelines. If less than (2) two of the (4) hours of the event time has not been used the event may be rescheduled for the next available convenient date at no additional cost. If more than (2) two hours has been used rescheduling will be at full rental price.
22. Any vendors providing equipment for an event must provide a certificate of liability insurance naming the District as an additional insured.
23. Residents and others wishing to reserve the Multi-Purpose Field 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.
24. Use of the Multi-Purpose Field is STRICTLY limited to the confines of the field, walkways, restrooms and parking area. Use of other facilities is prohibited except under resident privilege guidelines.
25. Please respect all landscaping and surface areas of the Multi-Purpose Field as you would your own property. **DO NOT DIG HOLES OR PLACE STAKES WITHOUT PRIOR DISTRICT MANAGER APPROVAL.**
26. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within a reasonable time following the event.
27. ALL TRASH CLEANUP MUST BE COMPLETED by the end of your scheduled time on the rental day.
28. No person may use the Multi-Purpose Field 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.
29. Approval of all events is subject to the discretion of the District Operations Manager. The District Operations Manager has within its sole discretion the authority to reduce or waive rental fees for community service functions, charity functions.
30. Call 911 in the event of an emergency.



31. 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. The applicant shall reimburse the District for repair of any damage caused at the Multi-Purpose Field or facilities by the applicant and participants during the rental.
32. All Rivercrest CDD Rules and Regulations must be followed by host and all participants of the rental and all persons using Rivercrest Facilities.
33. Violations by a resident may also result in suspension of privileges as outlined in the Rivercrest CDD Rules and Regulations.
34. The applicant shall pay the District all costs of attorney fees incurred on the interpretation or the enforcement of the agreement.
35. 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.

Multipurpose Field Rental Weather Policy:

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.

- **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.**
- **Weather cancellation, prior to event or within one hour - full refund or reschedule at no cost.**
- **Weather cancellation, one hour or more into the event the resident will be refunded 1/4 of the rental for each full hour cancelled.**



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Multi-Purpose Field Rental Checkout Form

Applicant Name: _____ Date: ____/____/_____
Key Card Provided: _____

Inspection at Start of Event:
(Notes on Field and Equipment Conditions)

Renting Party: _____ Staff Member: _____

Inspection at Close Out of Event:
(Notes on Field and Equipment Conditions)

Key Card Returned (Yes or No): _____

Renting Party: _____ Staff Member: _____

Staff should document all rule violations with photos when possible. Deductions may be made for any failure to complete items on checklist, rule violations, or damage. Final decisions on deposit refund or damage charges are at the Board of Supervisors and Management’s discretion.