



Clubhouse Rental Agreement Addendum for Community Center Pool and Splash Pad
You Must Be a Resident of Rivercrest to Rent the Clubhouse/Community Center Pool and Splash pad or be a Member with a current active access cards. Clubhouse must be rented during time period of this rental addendum.

Today's Date: ____/____/____ Event Date: ____/____/____

Time of Event: 8am to 2pm<____ 3pm to 9pm<____ 8am to 9pm<____

Purpose of Event: _____

Maximum Number of People Attending: _____ not to exceed 20 total guests (March – October)

Maximum Number of People Attending: _____ not to exceed 30 total guests (November – February)

Fees for Rental \$50.00 per 6 hour time Period 20 guests and \$75.00 per 6 hour time period for 30 guests, Clubhouse deposit applies to this addendum.

Rental Fee: _____ Check # ____ Staff Member: _____ Date: ____/____/____

Rental Fees are inclusive of State Sales Tax.

Drivers License Number and State is required for all checks. Copy of license should be attached to rental form.

All NSF and Checks returned for any reason will result in additional fees of \$35.00 per check returned. (Check should be written to: Rivercrest CDD.) Resident checks only.

Bands Issued # ____ Color: _____ Staff Member: _____ Date: ____/____/____

Resident/Member Name: _____

Resident/Member Address: _____

Resident/Member Home Phone: _____ Cell: _____

Residents E-mail: _____

Responsibility of the rental agreement, addendum and damages is the responsibility of the resident.

Staff should document all rule violations with photos when possible on Clubhouse Rental Check out Form.

Deductions may be made for any failure to complete items on this agreement, rule violations, or damage. Final decisions on Clubhouse deposit refund or damage charges are at the Board of Supervisors and Management's discretion.



RIVERCREST COMMUNITY DEVELOPMENT DISTRICT (hereinafter, the “District”) is the owner of the Community Center Pool, Splash Pad 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 Community Center Pool and Splash Pad 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”), is a resident of the District and has applied to the District to use the Community Center Pool, Splash Pad and approve facilities as follows:
3. In consideration of the District’s permission to use the Facilities, the Applicant for and on behalf of Applicant and Applicant’s household and family members, guests, participants, contractors, invitees, representatives, agents, 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.
4. As further consideration for the District’s permission to the Applicant to use the Facilities, the Applicant, for and on behalf of Applicant and Applicant’s household and family members, guests, participants, contractors, invitees, representatives, agents, and anyone claiming by or through them, hereby, 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.
5. 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. At its sole discretion, the District may charge a cleaning fee. Any cleaning fee or damage costs shall be deducted from the security deposit and Applicant shall be billed for any amount exceeding the amount of the security deposit.

6. 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.
7. 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.
8. District sponsored events with a vendor will fall under the Rivercrest Facilities use agreement with fees based on percentage by non-resident/resident attendance.
9. 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 and Community Center Pool and Splash Pad Usage Policies outlined in this agreement.
10. All using the Community Center Pool and Splash Pad must be wearing wrist bands assigned.
11. No party materials allowed in the pool area.
12. No reserved seating in the pool area.
13. This agreement is only for the Community Center Pool, Splash Pad and Clubhouse. All other facilities are not included.
14. All Rivercrest CDD Rules and Regulations must be followed by all attending the event.

Family Pool / Child Spray Feature Rules

1. **THERE ARE NO LIFEGUARDS ON DUTY.**
2. **All persons using pool facilities do so at their own risk.**
3. Maximum bathing load of Family Pool (98).
4. Maximum bathing load of Child Spray Feature (20).
5. **Showering is mandatory before entering pool.**
6. Do not swallow pool water or child spray feature water, it is recirculated.
7. Anyone afflicted with cuts, open wounds, communicable diseases, colds, fever, infection or other potentially communicable physical ailments are prohibited from entering the water.
8. Do not use pool or child water feature if you are ill with diarrhea.
9. Access Card Rules apply to the pool / spray feature area.



10. All persons at an increased risk of drowning or injury, including children under the age of 14, medically frail elderly persons, and inexperienced swimmers, should be actively supervised by a responsible adult at all times. For information on pool safety, see www.poolsafely.gov and www.watersmartfl.com.
11. No glass permitted in the pool area. Beverages in non-breakable containers and food are permitted and they must be kept 12 feet from the water.
12. The following items are allowed in this pool. Any item not listed and non-pool toys may not be used in the pool without the prior consent of the District. Should an item be misused staff may have the item(s) removed from the pool.
 - a. Child flotation devices
 - b. Certified life jackets in good and clean condition.
 - c. Devices for pool exercise.
 - d. Small inter-tubes not exceeding 38" in diameter.
 - e. Small Body Boards not exceeding 38".
 - f. Small Soft Balls designed for pool play.
 - g. Inflatable Beach Balls not exceeding 18".
 - h. Small pool specific water toys and water diving sticks.
 - a. Noodles (may be no larger than five feet in length and six inches in diameter inflatable or foam) for use as a flotation device.
 - i. Swimming goggles.
 - j. Face masks and snorkels.
13. **No diving, jumping or cannonballs into the pool.**
14. **All persons with incontinence issues must wear a swim diaper or other protective swim gear.** Owners will be charged for the actual cost to treat the pool and remedy contamination caused by themselves or their lessees, household members, or guests.
15. No musical systems other than personal systems used with headphones are permitted.
16. No running, rough housing or fighting is allowed in or around the pool.
17. Handrails and rope railings are intended for safety and should not be used for play.
18. No private parties in or around the pool except in accordance with a properly completed and approved Rivercrest CDD Cabana Rental Agreement
19. No gum is allowed in and around the pool. All gum must be properly disposed of in designated trash receptacles.
20. No balloons of any sort are allowed in the pool area.
21. Pool furniture may not be removed from the pool deck area and shall not obstruct foot traffic.



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 will be issued.**
- **Weather cancellation, one hour or more into the event the resident will be refunded at a prorated amount for each full hour cancelled.**

Applicant Signature: _____

Print Name: _____

Date: ____/____/____

RIVERCREST COMMUNITY DEVELOPMENT DISTRICT By: _____