

# AVELAR CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 4532 WEST KENNEDY BLVD. #328 · TAMPA, FLORIDA 33609

## CLUBHOUSE USAGE AGREEMENT RELEASE OF LIABILITY AND INDEMNIFICATION

- 1. AVELAR CREEK COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the "District") is the owner of the clubhouse and related facilities (hereinafter, the "Facilities"), located at 10125 Holland Road, Riverview, Florida, 33578 in Hillsborough County, Florida.
- The District, by its execution of this agreement, has approved the use of the Facilities described herein, subject to all applicable laws, rules and regulations, and subject to the District's receipt of \$50.00 for up to two (2) hours, **which will include set-up and clean-up**. A fee of \$25.00 per every additional one (1) hour for any time over the two (2) hour rental. A refundable security deposit in the amount of \$250.00 is required for resident users. All monies for rental fees and refundable security deposit need to be submitted by U.S. Money Order at least 72 hours prior to the rental. The resident completing the rental agreement must be in attendance at the event, otherwise the non-resident rental rate will be charged and deducted from the security deposit.
- The non-resident rental fee is \$350.00 for up to six (6) hours, **which will include set-up and clean-up**. A fee of \$50.00 per every additional one (1) hour for any time over the six (6) hour rental. A refundable security deposit in the amount of \$500.00 is required for non-resident users. All monies for rental fees and refundable security deposit need to be submitted by U.S. Money Order at least 72 hours prior to the rental.
- The user, resident or non-resident, by their execution of this agreement, affirms that they have read and will be in compliance with the District's Recreational Facilities Policies while using the clubhouse under this agreement.
- 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 money orders (two, separate) payable to "**AVELAR CREEK CDD**".
- 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.): \_\_\_\_\_  
Extra Hours Required (\$25.00 per every (1) hour): \_\_\_\_\_  
Number of Attendees (NOT TO EXCEED 60): \_\_\_\_\_

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7. The District has consented to the above use by the applicant, its agents, employees and invitees.
8. 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 specifically 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.
9. 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:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Avelar Creek Community Development District:**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## MONEY ORDER PAYMENT FORM

This form must be completed by each person providing a money order to Avelar Creek CDD in payment for clubhouse rentals, keys or any other products/services. A copy of the money order and applicant's driver's license or valid ID must be obtained for each occurrence.

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

NAME OF APPLICANT: \_\_\_\_\_

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

PHONE: (    ) \_\_\_\_\_ - \_\_\_\_\_

DRIVER LICENSE/ID NUMBER: \_\_\_\_\_

\*(Attach copy of license)

AMOUNT OF MONEY ORDER: \$ \_\_\_\_\_

REASON FOR THE MONEY ORDER:

• SECURITY DEPOSIT MONEY ORDER# \_\_\_\_\_

• RENTAL FEE MONEY ORDER# \_\_\_\_\_

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## CLUBHOUSE POLICIES

The Clubhouse (which does not include the pool area) will be available for rental by residents for a maximum of six (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 \$250.00; Rental Fee \$50.00 per two (2) hours, each hour over two will be an additional \$25.00 per every (1) hour.
- Only money orders will be accepted for payment, made payable to Avelar Creek 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 must be approved by the District Manager; and
  - The event sponsor or chairman will be responsible for any damages and for cleaning the facility.

**Cancellation Policy: A 72-hour written notice required must be provided prior to event date. Without proper notice, rental fee is non-refundable.**

1. All persons using the Clubhouse do so at their own risk. \_\_\_\_\_
2. Children under the age of twelve must be accompanied by an adult at all times while at the Clubhouse. \_\_\_\_\_
3. Glass beverage containers are NOT permitted at the Clubhouse. \_\_\_\_\_
4. Furniture shall NOT be removed from the Clubhouse at any time. \_\_\_\_\_
5. All equipment, furnishings and property of the District shall be found in the same condition after use of the Clubhouse. \_\_\_\_\_
6. It shall be the responsibility of any resident using the Clubhouse to remove food or other items. \_\_\_\_\_
7. Non-perishable items left in the Clubhouse after use will be kept for a period of "One Week." Items not claimed by the end of that period will be discarded. \_\_\_\_\_
8. All persons using the Clubhouse shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall. \_\_\_\_\_
9. Glitter and Confetti are not allowed in Clubhouse. \_\_\_\_\_

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10. Residents wishing to reserve the Clubhouse 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 Clubhouse with the applicant. Use of the Clubhouse for parties or other group functions will require the execution of an indemnification agreement and a security deposit. \_\_\_\_\_
11. Use of the Clubhouse 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 DEPOSIT**. \_\_\_\_\_
12. Please respect all walls and surface areas of the Clubhouse as you would your own home: **DO NOT PLACE TAPE ON WALLS, PUT PUSH-PINS INTO WALLS, ETC.** \_\_\_\_\_
13. All surfaces are to be **thoroughly cleaned** upon the completion of the rental event before leaving the Clubhouse. 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 10 days. (Wipe all surfaces, tables, chairs; sweep and mop the entire floor area; remove all trash from clubhouse to dumpster – 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. \_\_\_\_\_
14. **ALL CLEANING MUST BE COMPLETED**, and the Clubhouse locked up securely (all windows and doors) by 11 pm of the rental day; persons in the Clubhouse **AFTER** 11 pm will be considered as **TRESPASSING** and subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff's Office). \_\_\_\_\_
15. No person may use the Clubhouse 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. \_\_\_\_\_
16. 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. \_\_\_\_\_
17. Individuals reserving the center must sign a Facility Usage Agreement and Release of Liability and Indemnification Agreement in order to rent the center. \_\_\_\_\_
18. No pets shall be allowed at any time in the center with the exception of service animals as defined by Florida Statutes. \_\_\_\_\_
19. All exterior doors and windows must be closed when the air conditioning or heat is on and temperatures reset to original settings. \_\_\_\_\_
20. There is **NO SMOKING** allowed. Smoking in the Clubhouse will result in the **FORFEITURE OF THE SECURITY DEPOSIT**. \_\_\_\_\_
21. Call 911 in the event of an emergency.
22. If alcohol will be present during the Clubhouse usage, an insurance "event policy" will be provided if required by District personnel. \_\_\_\_\_

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23. Violations will be subject to suspension as deemed appropriate by the Board of Supervisors. \_\_\_\_\_

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## **Applicant:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

## **Avelar Creek Community Development District:**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_