

**VENTANA
COMMUNITY DEVELOPMENT DISTRICT**

District Office ♦ 2005 Pan Am Circle ♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**CLUBHOUSE USAGE AGREEMENT
RELEASE OF LIABILITY AND INDEMNIFICATION**

1. **VENTANA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the “District”) is the owner of the clubhouse and related facilities (hereinafter, the “facilities”), located within the Ventana community in Hillsborough County, Florida.
2. The District, by its execution of this Agreement, has approved the use of the Facilities as described herein, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of a \$50.00, for up to four (4) hours, which will include set up and clean up. A fee of \$25.00 per every additional (1) hour for any time over the (4) hour rental. Refundable security deposit in the amount of \$200.00 for RESIDENT users. All monies for rental fees and refundable security deposit need to be submitted by U.S. Bank Check 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.
3. 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 checks (two, separate) payable to VENTANA CDD.
4. 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 (\$25.00per every (1) hour): _____
Number of Attendees (NOT TO EXCEED 40): _____
5. The District has consented to the above use by the Applicant, its agents, employees and invitees.
6. 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 specifally 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.

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- 7. As further consideration for the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its 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 from or connected with the use of the Facilities, in whatever manner 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.

- 8. 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:

Signature

Print name

Date

**VENTANA COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

As: _____

Date: _____

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CHECK PAYMENT FORM

*This form must be completed by **each person** issuing a check to Ventana CDD in payment for clubhouse rentals, keys or any other products/services. A copy of the check issuer's driver's license or valid ID must be obtained **for each occurrence.***

DATE: ____/____/____

NAME OF ISSUER: _____

ADDRESS: _____

HOME PHONE: (____)____-_____

CELL PHONE: (____)____-_____

DRIVER LICENSE NUMBER: _____
(Attach copy of license)

PLACE OF EMPLOYMENT: _____

WORK PHONE: (____)____-_____

AMOUNT OF CHECK: \$_____

REASON FOR CHECK: _____

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RECREATION CENTER POLICIES

The Recreation Center (which does not include the pool area) will be available for rental by residents for a maximum of 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 \$200.00; Rental Fee \$50.00 per four (4) hours – each hour over two will be an additional \$25.00 per every (1) hour.
- Only checks or money orders will be accepted for payment, made payable to Ventana 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 Recreation Center 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 Recreation Center. _____
3. Alcohol is NOT permitted at the Recreation Center – presence of alcohol **AUTOMATICALLY FORFEITS SECURITY DEPOSIT (THERE WILL BE NO EXCEPTIONS)** _____
4. Glass beverage containers are NOT permitted at the Recreation Center. _____
5. Furniture shall NOT be removed from the Recreation Center at any time. _____
6. All equipment, furnishings and property of the District shall be found in the same condition after use of the Recreation Center. _____
7. It shall be the responsibility of any resident using the Recreation Center to remove food or other items. _____
8. Non-perishable items left in the Recreation Center after use will be kept for a period of “One Week.” Items not claimed by the end of that period will be discarded. _____
9. All persons using the Recreation Center shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall. _____
10. Glitter and Confetti are not allowed in Recreation Center _____
11. Residents wishing to reserve the Recreation Center 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 Recreation Center with the applicant. Use of the Recreation Center for parties or other group functions will require the execution of an indemnification agreement and a security deposit. _____

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12. Use of the Recreation Center 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**. _____
13. Please respect all walls and surface areas of the Recreation Center as you would your own home: **DO NOT PLACE TAPE ON WALLS, PUT PUSH-PINS INTO WALLS, ETC.** _____
14. All surfaces are to be **thoroughly cleaned** upon the completion of the rental event before leaving the Recreation Center. 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. _____
15. **ALL CLEANING MUST BE COMPLETED** and the Recreation Center locked up securely (all windows and doors) by 11 pm of the rental day; persons in the Recreation Center **AFTER** 11 pm will be considered as **TRESPASSING** and subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff's Office). _____
16. No person may use the Recreation Center 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. _____
17. 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. _____
18. Individuals reserving the center must sign a Facility Usage Agreement and Release of Liability and Indemnification Agreement in order to rent the center. _____
19. No pets shall be allowed at any time in the center with the exception of service animals as defined by Florida Statutes. _____
20. All exterior doors and windows must be closed when the air conditioning or heat is on and temperatures reset to original settings. _____
21. There is **NO SMOKING** allowed. Smoking in the Recreation Center will result in the **FORFEITURE OF THE SECURITY DEPOSIT**. _____
22. Call 911 in the event of an emergency. _____
23. Violations will be subject to suspension as deemed appropriate by the Board of Supervisors. _____

Applicant Signature

Applicant Printed Name

Date