

**BELMOND RESERVE COMMUNITY DEVELOPMENT
DISTRICT**

**AMENITY CENTER MEETING ROOM USAGE AGREEMENT
RELEASE OF LIABILITY AND INDEMNIFICATION**

1. **BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the "District") is the owner of the amenity center meeting room and related facilities (hereinafter, the "Facilities"), located within the Belmond Reserve community in Hillsborough County, Florida.

2. The District, by its execution of this Agreement, has approved the use of the amenity center meeting room as described herein, subject to all applicable laws, rules and regulations, and subject to the District's receipt of a rental fee of \$50.00 for rentals up to four (4) hours or \$100.00 for rentals up to six (6) hours, plus a refundable security deposit in the amount of \$200.00 for the Applicant. All monies must be in the form of U.S. Bank Check. Please make two separate checks (one each for the rental fee and security deposit) payable to:

Belmond Reserve CDD

3. The undersigned, _____, (the Applicant), has applied to the District to use the amenity center meeting room as follows:

Applicant Address: _____

Purpose: _____

Date of Event: _____ Phone: _____

Time of Event (ALL Events shall end by Dusk): _____

Maximum Number of Attendees (NOT TO EXCEED 30): _____

4. The District has consented to the above use by the Applicant, its agents, employees and invitees.

5. 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.

6. 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.
7. 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.
8. The security deposit, less the cost of repair of any damage or costs to clean up any mess or litter left following the Event, shall be returned to the Applicant within one (1) week of the Event.

APPLICANT

Signature

Print Name

Date

**BELMOND RESERVE
COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Print Name & Title

Date

*** Non-Sufficient Funds (NSF) Policy:**

In the event that a check is sent back to the Belmond Reserve Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT

CHECK PAYMENT FORM

This form must be completed by each person issuing a check to the Belmond Reserve Community Development District as payment for amenity center meeting room 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: _____

DOB: _____

ADDRESS: _____

HOME PHONE: (____) _____ - _____

CELL PHONE: (____) _____ - _____

DRIVER LICENSE NUMBER: _____ (Please attach a copy of Driver's license.)

PLACE OF EMPLOYMENT: _____

WORK PHONE: (____) _____ - _____

AMOUNT OF CHECK: \$

REASON FOR CHECK: _____

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Belmond Reserve CDD

Clubhouse Pool, Pool Area, and Covered Veranda

We are pleased to provide our residents with a fantastic aquatic amenity area. You may bring up to 4 guests per address unless you have prior approval from the manager.

NO LIFE GUARD ON DUTY

Usage Guidelines

1. Swim at your own risk. The pool area is not supervised by lifeguards.
2. In the event of an emergency, **call 911**.
3. The pool area is open daily from Dawn to Dusk and times vary depending on the time of the year.
4. No one under the age of 16 is allowed in the pool area alone unless accompanied by an adult resident (18 years or older). Residents between the ages of 16 and 17 may have one guest of the same group or older while using the pool area.
5. Anyone under the age of 15 must be directly supervised by an adult resident (18 years or older) in the water, or from the deck area at all times.
6. All swimmers must shower before initially entering the pool.
7. Inner tubes, inflated boats and rafts are not permitted. Swim aids and aquatic exercise equipment are permitted.
8. Bicycles, scooters, roller skates, roller blades, roller shoes, skateboards and anything with wheels are not permitted on the pool deck.
9. Glass or breakable containers of any kind are strictly prohibited in or around the pool and pool deck area.
10. Food and drinks are not permitted near the perimeter (within 4 feet) of the pool area but are permitted in designated areas including the veranda and the seating areas of the pool deck.
11. Residents are responsible for cleaning up after themselves.
12. Smoking in these areas is prohibited which includes cigars and vaping.
13. No person should use the pool with or suspected of having a communicable disease, which could be transmitted through the use of the pool.
14. Appropriate swimwear must be worn at all times. Thong swimwear is prohibited. Swim diapers are recommended for use by children that are not toilet trained.
15. Animals are not permitted in the pool or the surrounding pool area except for service animals.
16. Dives, flips, back jumps or other dangerous actions are prohibited.
17. No running or horseplay allowed in the pool, veranda or other wet areas.
18. No frisbees, footballs, tennis balls or hard type toys at any time. Pool toys subject to manager removal.
19. The furniture is not to be removed from the pool deck. All furniture at pool is first come, first use. Do not save if not actively using them.
20. Radios will be kept to a reasonable volume. No explicit lyrics.
21. The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately when instructed to do so by staff.
22. Pool policies may be changed at the discretion of the CDD.
23. All other general facility and guest policies apply.
24. Maximum capacity for the pool is **75** people.