

FACILITY USE AGREEMENT

Saddle Creek Preserve of Polk County CDD and the undersigned Resident(s)/Responsible Party hereby agree on the use of the facility as specified below, including compliance with the Additional Provisions attached hereto, at no rental cost to the party making such request.

REQUESTED FACILITY: Open Space Tract G Area on Yellow Trail

NAME OF RESIDENT RESERVING FACILITY:

PURPOSE OF MEETING:

RESIDENT'S HOME ADDRESS:

PHONE NO. _____

EMAIL: _____

ALCOHOL PLANNED TO BE SERVED/CONSUMED? **NO**

ALCOHOL PLANNED TO BE SOLD? **NO**

DAYS / DATES / TIMES REQUESTED (INCLUSIVE OF SET-UP AND CLEAN-UP TIME) (attach additional sheets as necessary)

Day of the Week	Date	Start Time	End Time	CDD Approval (DM initials)

Resident(s)/Responsible Party agrees to leave the area in the same condition and set-up as prior to event.

1. Remove all event garbage from the area entirely
2. Take down any party displays or materials, tables, tents, etc. and remove from the premises.

Resident(s)/Responsible Party:

Saddle Creek Preserve of Polk County CDD:

Please Print Name

District Manager, on behalf of District

Signature

Date Signed

Date Signed

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

ADDITIONAL PROVISIONS

- 1) Reservations can be made through the District Manager's Office (email form to hbeckett@vestapropertyservices.com and cc sconley@vestapropertyservices.com). Reservations will be on a first come first serve basis. Reservations must be made by at least one person who will act as the Responsible Party.
- 2) Reservations for all facilities include the use of the facility, tables, chairs and restrooms only. Use of other equipment will be based on availability and subject to additional fees. The District may decline or approve in its absolute and sole discretion.
- 3) Reservations are available between the hours of 9:00 a.m. and 11:00 p.m., with the exception of New Years' Eve, New Years' Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day and Easter or if special arrangements have been approved by management. Reservations for the pool areas include a non-exclusive right, and other residents are permitted to use the pool areas at the same time as the reservation. Reservation time frames are inclusive of set-up and breakdown times with the facility cleared of all attendees.
- 4) The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes. All noise must conclude by 10 p.m. No exceptions.
- 5) The Responsible Party must be present at the function during the entire period of the rental.
- 6) No admission fees whatsoever shall be collected by any person unless it is part of an approved CDD event or activity, or otherwise approved by the CDD.
- 7) Responsible Party shall be responsible for walls, furnishings, fixtures and equipment in the room in which the function takes place and agrees that after the function those items shall be in the same condition as prior to the function (ordinary wear and tear accepted). Tacks or nails may not be used for decorations. In the event that there is any damage and/or loss to the walls, furnishings, fixtures or equipment resulting from, or related to the function or its attendees, then the cost associated with the repair or replacement of the damaged items shall be the responsibility of and paid by the Responsible Party.
- 8) Responsible Party shall supervise and be responsible for the conduct and safety of all persons attending the function. The CDD shall not be responsible for property, supplies or equipment brought by the Responsible Party or any person attending the function. Responsible Party and persons attending the function use CDD facilities at their own risk. The CDD reserves the right to retain a security guard or guards for the function at Responsible Party's expense if the CDD, in its sole and unrestricted discretion, deems it desirable.
- 9) The CDD shall be excused from furnishing the services and items specified above when such failure is a result of, related to, or on account of government regulations, labor disputes, utility or material shortages or other circumstances beyond the CDD's control. In the event the CDD cannot furnish the services, accommodations, or items referenced above for any of the above reasons, it may, at its own discretion, refund all deposits, if any, to client in full satisfaction of its obligations hereunder, or in its discretion, may substitute other available services, accommodations, or items.
- 10) When alcohol is planned to be served/consumed or sold at a function, the Responsible Party shall be required to procure Special Events insurance coverage which shall include, at a minimum, the following coverage:
 - Property Damage in the amount of Two Hundred Fifty Thousand Dollars (**\$250,000**);
 - Personal Injury in the amount of One Million Dollars (**\$1,000,000**);
 - Alcohol Rider

Such insurance policy shall name the Saddle Creek Preserve of Polk County Community Development District and its staff, consultants, officers, agents and supervisors as additional insured parties, and shall provide that no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the CDD. A certificate evidencing compliance with insurance requirements must be provided to the District prior to the first event. The Responsible Party shall be solely responsible for ensuring that alcohol is served and/or consumed in a safe and lawful manner and in compliance with all applicable laws, regulations, and policies. **Alcohol may only be sold by a person holding the proper licensure required by Florida law.**

- 11) The CDD may require additional insurance or greater insurance limits in the CDD's sole discretion, even if alcohol is not to be served or consumed, depending on the nature of the event, the number of attendees anticipated to attend the function, and the number of non-residents planned to attend the function.

For District Use Only:

Special events insurance coverage required:

☐ YES: \$1,000,000.00 Personal injury
\$250,000 Property Damage
Alcohol Rider

☐ YES: Other: _____

☐ NO

Admission or other fee approved by CDD:

☐ YES: \$ _____

☐ NO