

**PARKWAY CENTER
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. **PARKWAY CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the “District”) is the owner of the clubhouse and related facilities (hereinafter, the “Facilities”), located within the Parkway Center 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 **Rental Fee** of \$50.00 for a two (2) hour minimum or \$25 per hour of the event, which will include set up and clean up and a **Refundable Security Deposit** in the amount of \$150.00 for RESIDENT users.
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. **The District accepts CREDIT and DEBIT cards, Google Pay, Apple Pay & Cash App for payment of deposits and rental fees** which may be made online or in person at the Clubhouse Office at 7461 S. Falkenburg Rd., Riverview, FL 33578.
4. The undersigned, _____, (the APPLICANT), has applied to the District to use the Clubhouse as follows:

Applicant’s Address: _____

Purpose/Type of Event: _____

Date of Event: _____ Cell Phone: _____

E-mail Address: _____

Time of Event: (Must end no later than 11:00 pm): START: _____ END: _____

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 whatsoever 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.

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. **Cancellations:** Cancellations made at least 14 days prior to the scheduled event will incur a \$4.65 processing fee. Cancellations made less than 14 days prior to the scheduled event will incur a \$25 cancellation fee.
9. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected hereby and said illegal part, term or provision shall be deemed not part of this Agreement.

Applicant:

Signature

Print name

Date

**PARKWAY CENTER COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

As: _____

Date: _____

PARKWAY CENTER COMMUNITY DEVELOPMENT DISTRICT

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RECREATION CENTER POLICIES

The Recreation Center (**which DOES NOT include the pool or poolside areas**) will be available for rental by member residents for a maximum of 4 hours unless otherwise approved by the District Manager. Rentals are on a first come, first served basis, **with security deposit in place to reserve the date and time**. Rentals may begin as early as 9:00 am and must terminate (exit the property) by 11:00 pm.

Rental Fees and Security Deposit for CDD residents are as follows:

- Security Deposit of \$150.00; Rental Fee \$25 per hour with a 2-hour minimum. *Please note that Time Stamped pictures are required to receive a full refund of Security Deposit.*
- Only **Credit or Debit Cards, Cash-App, Google Pay and Apple Pay** are accepted for payment.

Neighborhood events may not be subject to rental fees, the event's resident sponsor will be responsible for any damages to the facility or injury to guests. Neighborhood events must meet the following criteria:

- The event must provide a benefit to the community at large.
- 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.

PLEASE REVIEW AND INITIAL ON THE BLANK LINE

1. All persons using the Recreation Center do so at their OWN RISK. _____
2. Children under the age of twelve (12) must ALWAYS be accompanied by an adult while at the Recreation Center. _____
3. Use of kitchen facilities is restricted to persons eighteen years of age or older. _____
4. Alcohol is permitted in the Recreation Center Only. _____
5. Glass beverage containers are NOT permitted at the Recreation Center. _____
6. Furniture may not be removed from the Recreation Center at any time. _____
7. All equipment, furnishings and property of the District shall be found in the same condition after use of the Recreation Center. _____
8. It shall be the responsibility of any resident using the Recreation Center to remove food or other items, including any items in the refrigerator. _____
9. Non-perishable items left in the Recreation Center will be kept for a period of 5 days provided storage space is available. Items not claimed by the end of the period will be discarded. _____
10. All persons using the Recreation Center shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall (**CAPACITY NOT TO EXCEED 40**). _____
11. **Glitter and Confetti are NOT allowed** in the Recreation Center. A cleaning fee will be charged if any is found after the event. _____
12. Residents wishing to reserve the Recreation Center shall contact District Staff no later than 2 weeks preceding the date of the intended reservation request. District staff will then review a list of policies and procedures for the reserved event at the Recreation Center with the applicant. Use of the Recreation

Center for parties or other group functions will require the execution of a Facility Usage Agreement, a Release of Liability and Indemnification Agreement and Security Deposit. _____

13. Use of the Recreation Center is STRICTLY limited to the confines of the Activity Room and adjacent parking area. **USE OF THE POOL, POOL DECK, PATIO, SPA and other amenities outside of the ACTIVITY ROOM is PROHIBITED** and will result in the **FORFEITURE OF THE SECURITY DEPOSIT.** _____
14. Playground equipment is NOT included with any rental. _____
15. Private Parties or decorations are NOT ALLOWED on the pool deck, patio, cabanas or pool area. _____
16. Please respect all walls and surface areas of the Recreation Center as you would your own home: **PLEASE DO NOT PLACE TAPE OR GLUE ON WALLS, PUT PUSH PINS INTO WALLS, ETC.** _____
17. All surfaces are to be thoroughly cleaned upon completion of the rental event before leaving the Recreation Center. Failure to thoroughly clean will result in a **Cleaning Fee or FORFEITURE OF THE SECURITY DEPOSIT.** The deposit or letter of explanation concerning the withholding of any funds shall be available at the Recreation Center Office within 10 days. (*Wipe all surfaces, tables, chairs, counters; sweep and mop entire floor area including private bathroom; remove all trash from clubhouse to dumpster and replace trash bags*). NOTE: CDD will do its best, but is not obligated to provide brooms, trash bags, etc. Renters must provide their own cleaning supplies and remove them at the conclusion of the event. _____
18. **ALL CLEANING MUST BE COMPLETED**, and the Recreation Center locked up securely (all windows and doors) by the end of your allotted time and no later than 11:00 pm of the rental day; **persons on the premises AFTER 11 PM will be considered as TRESSPASSING** and subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff's Office). _____
19. 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. _____
20. 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. _____
21. **NO PETS** shall be allowed at any time in the Recreation Center with the exception of certified service animals as defined by Florida Statutes. _____
22. **All exterior doors and windows MUST BE CLOSED** when music is being played and/or the air conditioning or heat is on. _____
23. There is **NO SMOKING OR VAPING** allowed. Smoking or Vaping in the Recreation Center will result in the **FORFEITURE OF THE SECURITY DEPOSIT.** _____
24. Call 911 in the event of an EMERGENCY. _____
25. Violations will be subject to suspension of facility access as deemed appropriate by the Board of Supervisors. _____

Applicant Signature

Applicant Printed Name

Date