

AMENITY CENTER AREAS RENTAL AGREEMENT

This Amenity Center Areas Rental Agreement (this “**Agreement**”) is entered into this _____ day of _____, _____ between the Park Creek Community Development District, a special-purpose unit of local government organized pursuant to Chapter 190, Florida Statutes (the “**District**”) and the Renter listed below (the “**Renter**”).

1. Renter
 - a. Name: _____
 - b. Address: _____
 - c. Phone Number: _____
2. The District owns and operates the Amenity Center Areas, including but not limited to the covered patio areas at the clubhouse.
3. Renter desires to reserve the covered patio area at clubhouse near pool, covered patio area at clubhouse across from playground, on _____ (date) from _____ a.m./p.m. to _____ a.m./p.m.
4. Security Deposit
 - a. Applicable (covered patio areas at clubhouse)
 - i. A refundable security deposit of \$300.00 from Renter has been received. The Amenity Manager will review the checklist listed in the Facility Rental Policies section of the District’s Amenities Rules & Policies after the event. With satisfactory completion of all items on the checklist, the deposit will be returned.
5. Rental Fee - \$25 per hour, up to 4 hours
 - a. Applicable (covered patio area at the clubhouse)
 - i. A non-refundable rental fee of \$_____ from Renter has been received.
6. If the Renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.
7. Renter shall not serve or permit any alcoholic beverages to be consumed unless the Board of Supervisors of the District has pre-approved a special event.
8. Renter is responsible for cleanup and restoring the Amenity Center Areas to the original condition immediately following the event.

9. District staff or authorized designees are authorized to end the event if they observe any damage being done to the property or other behavior they deem as reckless or inappropriate.
10. Renter, to the fullest extent of the law, hereby waives, releases, and discharges the District from any and all losses, claims, liability or damages, including but not limited to losses, claims, liability or damages to personal property or for any personal injury or harm suffered on District property in connection with the Rental and further agrees to hold the District harmless from, and will indemnify and defend the District against all liability or damage which may arise in any manner whatsoever, whether directly or indirectly, from the Rental.
11. Renter shall not damage, mar, or in any manner deface the Amenity Center Areas, and shall not cause or permit anything to be done which may in any manner damage, mar or deface the Amenity Center Areas. If the Amenity Center Areas, during the term of the Agreement, shall be damaged by the act, default or negligence of the Renter, or of any of the Renter's agents, employees, patrons, guests or any persons admitted to the Amenity Center Areas by the Renter, Renter agrees to pay to the District upon demand all sums as necessary to restore the Amenity Center Areas to its condition prior to the Rental.
12. Renter will comply with all laws, codes, and regulations of the United States, the State of Florida, and Hillsborough County, and Renter will pay any sales taxes or fees due to any authority arising out of Renter's use of the Amenity Center Areas.
13. This Agreement is made and shall be construed under the laws of the State of Florida with venue in Hillsborough County, Florida.
14. In the event of any dispute or damage claim arising with respect to the enforcement of this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and costs incurred by reason of such action, including appellate proceedings.
15. Renter may not assign their rights or interest under this Agreement.
16. Renter, its agents, employees, patrons or guests shall not use the Amenity Center Areas for any unlawful purpose, and the Renter, their agents, employees, patrons and guests shall abide by the District's Amenities Rules & Policies.
17. This Agreement and the District's Amenities Rules & Policies form the entire agreement and neither party is to rely upon any oral representations made by the other party.

Renter's Signature: _____

Amenity Manager's Signature: _____