

LONGLEAF COMMUNITY DEVELOPMENT DISTRICT

District Office ♦ 2005 Pan Am Cir. ♦ Suite 300 ♦ Tampa, Florida 33607

TOWN HALL USE RELEASE OF LIABILITY AND INDEMNIFICATION

LONGLEAF COMMUNITY DEVELOPMENT DISTRICT (hereinafter, the “District”) is the owner of the Town Hall and related facilities (hereinafter, the “facilities”), located within the Longleaf community in Pasco County, Florida.

1. The District, by its execution of this Agreement, has approved the use of the Town Hall, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of a \$50.00, per six (6) hours, over six (6) will be an additional \$25.00 (all monies U.S. Bank Check) rental fee, as well as a refundable security deposit in the amount of \$150.00 for MEMBER users (Member MUST be present during entire event otherwise Non-Member fees apply), or receipt of a \$500.00 rental fee, as well as a security deposit in the form of certified funds, cashier’s check, or money order for the amount of \$750.00 for NON-MEMBER users. Please make checks (two, separate) payable to LONGLEAF CDD.
2. The return of the security deposit refund is subject to a favorable inspection of the Town Hall after the event, as further described with the “Town Hall Use Policy,” attached hereto and incorporated herein, as well as complete adherence to the said Policy and this Agreement. District Management has within its sole discretion whether to withhold the security deposit or portion thereof. The letter of explanation concerning the withholding of any or all of the security deposit shall be forwarded to the Applicant within 7 days of the rental date.
3. The undersigned, _____, (the Applicant), has applied to the District to use the Town Hall as follows:
4. Applicant _____ Phone: _____
5. Address: _____
6. Purpose: _____
7. Date of Event: _____
8. Time of Event to include set up and clean up (ALL Events, including clean up, shall end by 11:00 p.m.): _____
9. Maximum Number of Attendees: _____
10. Please check all additional areas to be used during this rental (this does not imply Exclusive usage of either space below):
 - ☐ Pool
 - ☐ Playground
11. The District has consented to the rental use of Town Hall by the Applicant, its agents, employees, and invitees.
12. In consideration of the District’s permission to the Applicant, its agents, employees, and invitees that are in good standing with the District and have not had access card revoked/suspended to rent the Town Hall, 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

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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.

13. As further consideration for the District's permission to the Applicant, its agents, employees, and invitees to use the Town Hall, 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 Town Hall, 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.
14. Renters and guests must park only in designated parking areas. Parking on the village green is strictly prohibited and will result in loss of amenity privileges and loss of deposit.
15. 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. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.
16. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
17. Commercial users may reserve the Town Hall, subject to the availability of Town Hall, provided that they pay 10% of all monies collected, due monthly, or they agree to volunteer for all District events for the calendar year.

Applicant:

Signature

Print name

Date

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By: _____

As: _____

Date

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Non-Sufficient Funds (NSF) Policy:

In the event that a check is sent back to Longleaf CCD for non-sufficient funds, the check writer must make payment within 30 days of demand letter with cashier's check, money order, or cash at a cost of \$25.00 in addition to the original check amount.

TOWN HALL USE POLICIES

The Town Hall will be available for rental by Members and non-Members subject to this Town Hall Use Policy. Rentals are on a first come, first serve basis, with security deposit in place to reserve the date and time. Deposits, fees, and completed paperwork MUST be received two (2) weeks in advance of reservations or the reservation will be cancelled. Rentals may begin as early as 9:00 a.m. and must terminate by 11:00 p.m. based upon availability.

1. Rental Fees and Security Deposits are as follows:
 - a. Member Rentals: Security Deposit \$150.00; Rental Fee \$50.00 for six (6) hours, unless a longer time is authorized by the District Manager.
 - b. Non-Member Rentals: Security Deposit \$750.00; Rental Fee \$500.00 for six (6) hours.
 - c. Resident-owned Business Rentals: Security Deposit \$150.00; Rental Fee \$50.00 for six (6) hours. Resident-owned business may rent Town Hall but its goods and services may not be transacted therein.
2. If alcohol will be present during the rental, evidence of insurance in amounts and coverages acceptable to the District Manager must be provided by the renter seven days in advance of the rental.
3. Only certified funds, such as a cashier's check or money order, made payable to Longleaf Community Development District will be accepted.
4. Neighborhood events such as those sponsored by the CDD, the Longleaf Neighborhood Association (LNA), or other resident committees or clubs 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:
 - a. The event provides a benefit to the community;
 - b. The event encourages socialization amongst the neighbors;
 - c. The event is posted on the District website and/or email list;
 - d. The event must be approved by the District Manager; and
 - e. The event sponsor or chair will be responsible for any damages and for cleaning the facility.
5. Commercial users may reserve the Town Hall, subject to the availability of Town Hall, provided that they pay 10% of all monies collected, due monthly, or they agree to volunteer for all District events for the calendar year.
6. All persons renting or using the Town Hall do so at their own risk.
7. Children under the age of twelve must be accompanied by an adult at all times while in the Town Hall.
8. Use of kitchen facilities is restricted to persons eighteen years of age or older.
9. Furniture shall NOT be removed from the Town Hall at any time.

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10. All equipment, furnishings and property of the District shall be found in the same condition after use of the Town Hall as it was prior to the use of Town Hall.
11. It is the responsibility of the renter to remove food and other items brought into Town Hall, including those items in the refrigerator, at the conclusion of the rental time or neighborhood event.
12. Non-perishable items left in the Town Hall will be kept for a period of "one week." Items not claimed by the end of that period shall be discarded. Perishable items will be discarded immediately.
13. All persons using the Town Hall shall obey the Pasco County Noise Ordinance and capacity limits as set by the Fire Marshall (CAPACITY NOT TO EXCEED 56 with tables and chairs and 143 without tables and chairs).
14. Members and their guests must park only in designated parking spots.
15. Use of the Town Hall is limited to the confines of the building, including its porches, and the adjacent parking area unless otherwise authorized as a part of the Town Hall Use Agreement.
16. Do not hang anything on the interior and exterior wall(s) of the Town Hall. DO NOT PLACE TAPE ON WALLS, PUT PUSH-PINS INTO WALLS, ETC. Glitter is not allowed in the Town Hall.
17. All surfaces are to be thoroughly cleaned upon the completion of the rental event before leaving the Town Hall. Wipe all surfaces, tables, chairs; clean floor as necessary; remove all trash from Town Hall. Place trash in the large trash cans on the back porch; 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.
18. ALL CLEANING MUST BE COMPLETED and the Town Hall locked up securely (all windows and doors closed and locked) by the end of the scheduled time on the rental day. Persons in the Town Hall AFTER MIDNIGHT will be considered as TRESPASSING and subject to arrest by patrolling legal entities (Security and/or Pasco County Sheriff's Office).
19. No person may use the Town Hall in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the community by other Members. Specifically, no person may use the Town Hall in such a manner that creates excessive noise, profanity, or boisterous action. In the event that a Town Hall Rental violates or interferes with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas of the community, the District Manager has within its sole discretion to withhold the security deposit.
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. Persons reserving the Town Hall must submit a completed Town Hall Use and Release of Liability and Indemnification Agreement in order to rent the center.
22. Animals, except service animals as defined by Florida Statutes, are prohibited in Town Hall.
23. During the rental time period, all exterior doors and windows of the Town Hall shall be closed when the air conditioning or heat is on.
24. The use of tobacco products including e-cigarettes in the Town Hall is prohibited.
25. 911 shall be called in the event of an emergency.
26. The set-up of inflatable equipment on the grounds is expressly prohibited.
27. Non-adherence to this Town Hall Policy or failure to follow instructions of CDD personnel in regards to the use of the Town Hall may result in the suspension or revocation of access to the Town Hall.