

**AGREEMENT FOR NON-RESIDENT TO UTILIZE THE
FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT
AMENITY FACILITIES**

THIS AGREEMENT, (the "Agreement") made and executed this ____ day of _____, 20____, by and between the Fishhawk Ranch Community Development District("District"), and _____ whose address is _____ ("User"). The District is the owner of the real property and facilities comprising of pools and other recreational facilities within the District located in Hillsborough County, Florida ("Facilities"). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person who does not reside or own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. User shall pay a one-time non-refundable annual fee in the amount of **\$2,422.35.** plus tax to utilize the Facilities for 12 months. The 12-month period shall commence as of the date of this Agreement and terminate on that same date the following year.
2. The right to use the Facilities acquired through this Agreement is personal to the person paying the fee and their family members residing in his/her household and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party, not a party to this Agreement.
3. User agrees that use of Facilities by User, User's family members residing in his/her household, and User's guest shall be subject to all rules, policies and procedures of the District as may be amended from time to time. Failure by User, family members residing in his/her household, or User's guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the one-time \$2,422.35 fee shall be refunded.
4. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability if the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

5. User understands that the District and its agents, supervisor, officers, directors, employees, and staff assume no responsibility for injuries or illness that User may sustain because of User's physical condition or resulting from User's participation in any activities, sports, use of pool, use of exercise equipment, use of playground or other activities. User expressly acknowledges on behalf of his or herself and his or her heirs that he/she assume the risk for all injuries and illness that may result from User's participation in these activities. User hereby releases and discharges the District and its agents, supervisors, officers, directors, employees, and staff because of User's participation in these activities. User understands that the District is not responsible for personal property lost or stolen while participating at the District amenity facilities.
6. User agrees to indemnify and hold harmless the District and its officers, agents, and employees from all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the User's use of the Facilities, including litigation or any appellate proceedings with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

USER

**FISHHAWK RANCH
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

By: _____

LIST THE NAMES OF ALL PERMANENT RESIDENTS OF THE ABOVE ADDRESS.

INDIVIDUALS ARE NOT ELIGIBLE TO RECEIVE AMENITY ACCESS CARDS UNLESS SPECIFICALLY IDENTIFIED BELOW:

NON-RESIDENT MEMBER ANNUAL USER FEE

The annual user fee for persons not owning property within the Fishhawk Ranch Community Development District is \$2,422.35 plus tax per family defined as follows: a group of individuals living under one roof or head of household. This does not include visiting relatives, or extended family not permanently residing in the home.

The fee includes all amenities within the District. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District.

This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership.

This membership is not available for commercial or business purposes.

One (1) facility access card will be issued to each Patron which includes all children fourteen (14) years of age and older. There is a \$21.00 charge per facility access card issued to a Non-Resident Member or Renter.

Should a facility access card be lost or stolen there is a \$21.00 charge to replace it. Lanyards are optional and available for purchase for \$3.15 each.

Each time a Facility Access Card is issued members will be required to provide proof of an executed Non-Resident Member Application paid in full as well as proof of permanent residence in the Non-Resident Family Member's household. All members will be asked to execute an amenity facilities registration form prior to receiving their access card.