

**FISHHAWK RANCH COMMUNITY DEVELOPMENT
DISTRICT FACILITY RENTAL AGREEMENT**
Osprey Club Clubhouse Room and Theater
5721 Osprey Ridge Drive
(Gathering Room: 45 Person Capacity – Theater: 34 Person Capacity)

Today's Date: _____
Type of Party: _____

Reserved Date: _____
Number of Guests: _____

- ☐ **12:00 pm to 5:00 pm** \$200.00 Rental Fee + tax (additional time: \$40 per hour**) and \$200 deposit
☐ **6:00 pm to 11:00 pm** \$250.00 Rental Fee + tax (additional time: \$50 per hour**) and \$200 deposit

*A cleaning and sanitizing fee of \$75.00 is due upon execution of this agreement.

**Additional time can be added up to 14 days prior to the rental date.

- ☐ **Yes** ☐ **No** I request the use of the DVD player.
☐ **Yes** ☐ **No** Outside vendor performing a service. Insurance Certificate date received (min. 14 days): _____
☐ **Yes** ☐ **No** Alcohol Served. (Alcohol can be added up to 14 days prior to the rental.)

BYOB/waivers for non-residents OR Served/Certificate of Liability Insurance required (circle one)

If alcohol is on property: Additional \$125.00 surcharge. Insurance Certificate date received (min. 14 days): _____

AMENITY RENTALS ARE FOR PATRONS OF FISHHAWK RANCH CDD ONLY

Patron's Name: _____

Address: _____

Cell Phone: _____ Alternate Phone: _____

Email Address: _____

Please read and initial each line.

1. I agree to present my facility access card to the staff person upon my arrival at the facility. _____
2. I understand that my reserved times include set up and clean up time. _____
3. I will not arrive earlier than the specified reserved time. _____
4. The facility cleaning will include bagging trash and putting it in the dumpster or other container as specified by facility staff. _____
5. I understand that no wet bathing suits are permitted in the facility. _____
6. Theater equipment may only be operated by a District employee. _____
7. Only dry snacks and drinks with lids are permitted in the Theater. E.g., birthday cake with icing is not allowed. _____
8. I must supply all party products. This includes: tablecloths, plates, napkins, cups, etc. The District will supply cleaning supplies and garbage bags. _____
9. All guests and minors must be supervised at all times. _____
10. Glitter, confetti, silly string and smoke machines are not permitted in any District facility. _____
11. Helium balloons are NOT permitted. No Exceptions. _____
12. Tacks, adhesive putty, scotch tape or any other wall damaging material will NOT be permitted. The District will supply painter's tape for wall hangings and decorations. _____
13. Lit decorative candles (other than cake candles) are not permitted in any District facility. _____
14. I am aware that using the District facilities for monetary purposes is NOT permitted. This includes but is not limited to: Fundraisers, home based parties, exchange of goods and services, business promotions, etc. This exclusion does not apply to business/networking meetings. _____
15. I understand that I am responsible for any damage or change in the condition of the facility, including restrooms, caused by me or my guests. I also agree to be responsible for the conduct of my guests and understand that the rental of the above-mentioned room does not include use of the full facility. _____

16. I agree to give notice of cancellation at least 30 days in advance or my rental fee will be forfeited. _____
17. My rental will NOT be permitted to start and no one will be permitted in the facility until I arrive and sign the check-in paperwork. _____
18. I understand that, unless the alcohol surcharge has been paid, I may not have alcohol on the premises. If alcohol is on the premises, the surcharge will be deducted from my deposit. _____
19. I understand failure to uphold any portion of this agreement may result in the forfeit of my \$200 deposit, as well as any costs incurred in excess of the deposit amount. Furthermore, I understand I may lose all privileges if the above regulations are not followed. _____
20. I understand that my guests and I are permitted to use the pool/other amenities. However, these amenities are not considered part of the rental. Inability to use these areas due to inclement weather, maintenance, capacity restrictions, etc. will NOT result in the return of the rental fee. Other Patrons and their guests are still permitted to use the pool and other amenities during my event. Normal closing times will apply to all amenities. If the pool facilities or other amenities are used by me or my guests, these areas must be vacated at closing time or the end of my rental period, whichever is earlier. _____
21. If my event runs longer than scheduled, a fee of \$15.00 per 15 minutes, or fraction thereof, will be charged. These charges will be deducted from my deposit. _____
22. As further consideration for the District's permission to the Renter, its agents, employees and invitees to use the Clubhouse, the Renter, for itself, its representatives and assigns, agrees to defend, indemnify and hold harmless the District, its agents or employees, from any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from or in any fashion arising from, connected with or resulting from the use of the Clubhouse in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury 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 agreement to defend, indemnify and hold harmless applies to any and all claims for loss, injury or damage caused solely or partially by the negligence of the District, their agents or employees. _____
23. Any outside vendor performing a service at your function must provide the FishHawk Ranch Community Development District with a Liability Insurance Policy listing \$1,000,000 per occurrence and \$2,000,000 general aggregate. The policy must also name the District as an additional insured. _____
24. FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT SUPPORTS A NO ALCOHOL POLICY. HOWEVER, IF ALCOHOL IS SERVED/ON PROPERTY, IT IS THE UNDERSIGNED PATRON'S RESPONSIBILITY FOR ANY AND ALL ACTIONS OF THE PATRONS AND GUESTS. BYOB provisions apply only to events where each guest brings the alcohol they will consume. Events where the host provides the alcohol for guests will be classified as a "served" event and a Liability Insurance Policy is required. The policy must name the District as an additional insured. _____
25. The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately, and the District also reserves the right to call law enforcement to enforce the same. _____

ANY VIOLATIONS OF THE RULES OF THIS AGREEMENT OR THE FACILITY RENTED WILL CAUSE THE UNDERSIGNED TO LOSE ALL OR A PORTION OF THEIR DEPOSIT MONIES.

{Please sign on the following page}

I HAVE FULLY READ AND UNDERSTAND ALL OF THE ABOVE RULES AND REGULATIONS CONCERNING MY FACILITY RENTAL AT FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT. I CERTIFY THAT I AM A FISHHAWK RANCH CDD PATRON, AND WILL BE AT THE TIME OF THE RENTAL AND THAT I MUST BE PRESENT FOR THE ENTIRE EVENT, FROM SET UP UNTIL COMPLETION OF CLEAN UP.

Patron Signature

Fishhawk Ranch CDD Representative

Office Use:

\$200.00 Deposit: Date Received: _____

Rental Fee: Amount: \$_____ Date Received: _____

Calendar Wiz: _____ Email Sent: _____ Access Card Verified: _____