

## Meadow Pointe I Community Development District Rental Request Form

1. Licensee must be in attendance at all times including the setup and cleanup of the function. All functions, including cleanup must end by 11:00 PM or end of the time specified in agreement.
2. Licensee must be at least 21 years of age.
3. Proof of Residency is REQUIRED (valid Photo Identification Card) to qualify for property owner/resident fees.
4. ABSOLUTELY NO religious ceremonies/rituals are permitted during normal operating hours in the clubhouse. For profit functions require a separate agreement approved by the Board of Supervisors.
5. The amount of guests may not exceed 49 persons.
6. ABSOLUTELY NO ALCOHOL IS ALLOWED on CDD Property at any time.
7. There are to be NO EXCEPTIONS to the above.

### Rental Fees for Usage by MP One or MP Three CDD property owners/residents:

\$35.00 rental fee for functions ending by 8:30 PM.  
\$75.00 rental fee for functions ending after 8:30 PM.  
\$100.00 Security Deposit for ALL functions.

### Rental Fees for Usage by all others:

\$300.00 rental fee for all functions  
\$300.00 deposit for all functions

Provide two checks made payable to MPI CDD (one for rental fee and one for deposit) at time of booking.

Today's Date \_\_\_\_\_ Name of Licensee: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Other Phone #: \_\_\_\_\_

Requested Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

For Surprise Event, Alternate Contact Name: \_\_\_\_\_

Alternate Contact: Home Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Type of Event/Function: \_\_\_\_\_

Number of Guests to Attend: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## CLUBHOUSE LICENSE AGREEMENT

This agreement (the "Agreement") is entered into by and between Meadow Pointe Community Development District (the "District"), and \_\_\_\_\_ (Licensee).

### RECITALS

A. The District, pursuant to Chapter 190, Florida Statutes, owns and operates certain recreational facilities located in the Meadow Pointe residential development, in Pasco County, Florida (the "Community"), which includes a clubhouse constructed for the use and benefit of the Community residents and property owners, and

B. Licensee desires to use the clubhouse facilities for a private party.

### AGREEMENT

For and in consideration of \_\_\_\_\_ rental fee paid by the Licensee to the District, receipt of which is hereby acknowledged, the Licensee and the District covenant and agree as follows:

1. License: The District hereby grants and conveys to Licensee a nonexclusive license to use the clubhouse operated by the District, located at 28245 County Line Road, Wesley Chapel, Pasco County, Florida (the "License"), on the terms and conditions set forth in this Agreement.

2. Term and Hours: The Term of the License shall be from \_\_\_\_\_ to \_\_\_\_\_, on \_\_\_\_\_.

3. Non-exclusive Use: Licensee acknowledges that the clubhouse is open to use by members of the community during normal operating hours and Licensee shall not have exclusive use of the facility during those hours.

#### 4. Facility Use:

A. Licensee shall use the facility in a careful, legal, and proper manner and shall return the facility in as good a condition as it was prior to use.

B. Licensee assumes all risks of loss or damage to the clubhouse and the personal property therein from any cause. None of the personal property items shall be removed from the clubhouse.

C. Licensee must be in attendance AT ALL TIMES.

D. Licensee shall fully inspect the clubhouse and the personal property therein at the beginning of the term of the License and shall acknowledge, on the form provided by the District, that the facility and personal property are in good condition and repair, and the Licensee has accepted same in such good condition and repair. Anything to the contrary shall be noted on the form provided by the District and signed by both parties.

E. Licensee shall indemnify and hold the District and its Supervisors, officers, agents, and employees harmless from and against all claims, actions, proceedings, costs, damages, legal fees, and

liabilities of any nature whatsoever, connected to and arising from the use of the clubhouse and related District facilities by the Licensee or invitees of Licensee.

F. Licensee or another adult shall supervise all children under the age of 12 at all times while at the District facility, including the pool, clubhouse, playground, parking lot and all courts.

G. If decorating, no tape, tacks, glue or like items may be used on the walls, furniture, countertops, or cabinets. Nothing will be attached to the fans in any manner. Licensee and guests shall be careful with food and drink. Should a spill occur, District staff shall be notified immediately and Licensee shall immediately cleanup the spill. Guests using the pool, during normal pool hours, shall dry off bathing attire before entering the clubhouse.

H. Licensee shall clean up the clubhouse in accordance with a cleaning checklist provided by District staff. Such cleaning shall be completed during the term of the license. The cleaning checklist shall be completed and signed by the Licensee and by the District staff.

I. At the conclusion of the function/event, District staff, in the presence of the Licensee, shall complete a form indicating the condition of the clubhouse and personal property, which will be signed by the Licensee and the District staff.

J. If the function ends at or after the closing time for the clubhouse, Licensee shall remain in the facility while District staff secures the clubhouse and shall depart with the staff member.

K. Licensee and guests are prohibited from engaging in the following activities:

1. Consumption or possession of alcoholic beverages anywhere on District property.
2. Smoking inside the clubhouse.
3. Using the exercise room.
4. Roughhousing, lewd behavior, or profane language.
5. Religious ceremonies/rituals/activities during normal clubhouse operating hours.
6. Use of the pool and the pool deck, anytime it is closed to the general public.

L. The clubhouse is to be used as described previously with no more than 49 persons in attendance.

5. Deposit: Licensee herewith deposits the sum of \_\_\_\_\_ as a security for the performance of all Licensee obligations hereunder, without limiting the rights of the CDD to seek other remedies available to it for the breach of such obligations by the Licensee. If the Licensee does not breach the contract and there is no damage to the clubhouse or the personal property, the deposit will be refunded by the District. However, violation of any of the provisions of this contract, including failure to follow the rules and regulations, clean the clubhouse and timely vacate by the time specified in paragraph 2, above, may result in forfeiture of part or all of the deposit. If the full deposit is not returned, District Operations Manager will notify the Licensee of the reason(s) for forfeiture.

6. No Transfer: The License shall be for sole and exclusive use of Licensee and shall not be assigned or transferred without the prior written consent of the District. A transfer or assignment of all or any part of the License shall cause the License to become void.

7. Entire Agreement: This is the entire Agreement of the parties and may not be altered or amended except in a writing signed by both parties.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_.

**District**

**Licensee**

Meadow Pointe Community Development District

\_\_\_\_\_  
(Printed Name of Licensee)

\_\_\_\_\_  
(Address of Licensee)  
Wesley Chapel, FL 33543

By: \_\_\_\_\_  
District Representative

By: \_\_\_\_\_  
Licensee