

Meadow Pointe I Community Development District Rental Request Form

CABANA

2 ½ hour blocks include set up & clean up
24 hour cancellation refundable policy
½ hour block between rentals

Reservation Times:

10:00am – 12:30pm
1:00pm – 3:30pm
4:00pm – 6:30pm

1. Licensee must be at least 21 years of age and have a MP1 CDD key fob.
2. Proof of Meadow Pointe One Residency is REQUIRED (valid Photo Identification Card).
3. Licensee must be in attendance at all times including the setup and cleanup of the function. _____
4. Reserved time _____ to _____ on _____ includes setup and cleanup of event. _____
5. All functions, including cleanup must end by the time specified in agreement. _____
6. For profit functions require a separate agreement approved by the Board of Supervisors. _____
7. The cabana capacity is 25 persons and may not be exceeded. _____
8. ABSOLUTELY NO ALCOHOL IS ALLOWED on CDD Property at any time. _____
9. No SMOKING, VAPING, BALLOONS, CONFETTI or GLITTER ALLOWED. _____
10. No DJ or Live Music permitted. Recorded music may be played. No loud music or vulgar language is permitted. _____
11. ABSOLUTELY NO religious ceremonies/rituals are permitted. _____
12. Reservations are for periods of two and one-half hours as designated, which includes setup and cleanup.
13. IF INCLEMENT WEATHER OCCURS AS DETERMINED BY STAFF during your reserved time, Staff will close the pools and you MUST LEAVE THE POOL AND CABANA AREA until the pool has been reopened. _____
14. A security deposit in the amount of \$50.00 must be paid at the time of booking. Deposit will only be returned if there is no damage, the cabana and surrounding area was cleaned up during the allotted time, and all rules and directives of staff have been obeyed. _____
15. There are NO EXCEPTIONS to the above. _____
16. Failure to comply with any of the above rules or provisions of the License Agreement will result in discontinuation of the event and forfeiture of the deposit. Staff will monitor all activities and noise levels and will determine the appropriateness of the activities and noise levels. _____

I hereby request the use of Cabana as outlined on reverse. I have read and understand all of the rules as outlined above and that I will be required to sign a License Agreement and comply with all its provisions.

Signature of applicant

Provide one check made payable to MPI CDD at time of booking.

Today's Date: _____ Name of Licensee: _____

Address (where you live): _____

Primary 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: _____

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 cabana constructed for the use and benefit of the Community residents, and

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

AGREEMENT

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 cabana 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 _____. This time includes all setup and cleanup time.

3. Non-Exclusive Use: Licensee acknowledges that the splash pad, pools, and surrounding decks are open to use by members of the community and Licensee shall not have exclusive use of those facilities.

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 cabana and the CDD personal property therein from any cause. None of the personal property items shall be removed from the cabana.

C. **Licensee must be in attendance AT ALL TIMES.**

D. Licensee shall fully inspect the cabana and the CDD 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 cabana and related District facilities by the licensee or invitees of Licensee.

F. Licensee or another adult shall supervise all children under the age of 14 at all times while at the District facility, including the pools, 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. Use of confetti or balloons is prohibited. Licensee and guests shall be careful with food and drink. Should a spill occur, District staff shall be notified immediately and Licensee shall immediately clean up the spill. Guests using the pool, during normal pool hours, shall dry off bathing attire before entering any building.

H. Licensee shall clean up the cabana 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 cabana and personal property, which will be signed by the Licensee and the District staff.

J. 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 any of the indoor facilities or the cabana.
3. Using the exercise room.
4. Roughhousing, lewd behavior, or profane language.
5. Religious ceremonies/rituals/activities.
6. Exceeding the 25 person limit.
7. Disobeying directions of CDD Staff.
8. No DJ's or Live entertainment.

K. CDD staff may terminate the function, without return pf deposit, if the licensee or guests fail to comply with any provisions of this license.

5. **Deposit:** Licensee herewith deposits the sum of **\$50.00** 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 cabana or the personal property, the deposit will be refunded by the District. However, violation of any of the provisions of this contract may result in forfeiture of part or all of the deposit. If the full deposit is not returned, the 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 the _____ day of _____.

District

Licensee

Meadow Pointe Community Development District

(Printed Name of Licensee)

(Residential Address of Licensee)

By: _____
District Representative

By: _____
Licensee