

**COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
RENTAL APPLICATION AND AGREEMENT**

Name of Applicant: _____ Today's Date: _____

Street Address: _____

Contact: Phone: _____

Email: _____

Rental Area: The rental area is limited to: _____ ("Rental Area"), subject to the terms and conditions set forth in this Agreement and the District's Amenity Policies.
Duration: ☐ Two Hours ☐ Three Hours ☐ Four Hours
Intended Use: _____

Date of Event: _____ Time: _____
_____ to _____ Estimated Attendance: _____
_____ Event Host (if different from above): _____
_____ Phone _____ /Email: _____

Indemnification:

I agree to indemnify, defend and hold harmless the Colbert Landings Community Development District ("District") and its affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials and contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Amenities, including without limitation any claims arising out of or in connection with the consumption or provision of alcohol, if applicable. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Amenity Policies (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenities, and that I am responsible for supervising any minor children and Guests and am further responsible for their acts and omissions. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other law.

Signature of Applicant

Date

Acknowledgements (please initial by each):

1. _____ The reservation is not confirmed until both the completed Amenity Rental Agreement and the Fee (as defined herein) have been received by District Staff and District Staff provides written approval that the reservation is approved.
2. _____ The reservation is limited to the Amenities for the intended use stated above. The District does not warrant or represent that the Amenities are safe and suitable for the intended use. The Applicant expressly acknowledges for itself and for all persons who will be utilizing the premises and Amenities in connection with the Applicant's purposes that the District is providing the premises and Amenities on an "as is" basis.
3. _____ The Applicant is fully aware of risks and hazards connected with being on the premises and participating in the rental of the Amenities, and fully aware that there may be risks and hazards unknown to the Applicant connected with being on the premises and participating in the rental of the Amenities, and hereby elects to voluntarily rent the Amenities, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to the Applicant and his/her property. The Applicant voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury (including death) which may be sustained by the Applicant, or any loss or damage to property owned by the Applicant, as a result of being a renter of the Amenities, whether caused by contributory negligence of the District or otherwise.
4. _____ The District does not provide any protection or supervision for the personal safety or security of any Patrons, invitees or Guests (as defined in the District's Amenity Rules) of any District property or Amenities and does not

guarantee or warranty personal safety of the same. All Patrons, Guests, and invitees use such District facilities and Amenities at their own risk. All Patrons, Guests, and invitees are hereby notified and understand and agree that from time-to-time wildlife, including but not limited to: alligators, snakes, ants, bees, wasps, and other stinging insects (collectively "Wildlife") may inhabit or enter the District facilities and Amenities and may pose a threat to persons, pets, and/or property.

5. ____ As a condition of their use of the Amenities, all Patrons, Guests, and invitees are hereby notified, and understand and agree, that the District is under no duty to protect against and do not in any manner warrant or insure against, any death, injury or damage caused any other condition in or upon the District facilities or Amenities. All Patrons, Guests, and invitees entering or using any District facilities and Amenities do so at their own risk.
6. ____ The rental duration includes set-up and post-event clean up and applies to all Guests in attendance. The standard Guest policy outlined in the District's Amenity Rules applies outside the scheduled rental time and to all other District Amenities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Amenities only.

7. ____ The interior and exterior of the Amenities are under closed circuit television surveillance. By entering the premises, all Patrons, Guests, and invitees consent to such surveillance in accordance with Florida Statutes § 934.03.
8. ____ Rental Fee: A non-refundable rental fee of \$250.00 with a \$500 refundable deposit will be charged for rental of the Amenities ("Rental Fee"). A check shall be made out to the "Colbert Landings Community Development District" and submitted to District staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Rental Fee.
9. ____ Bounce houses and similar apparatus are prohibited.
10. ____ Additional fees may be assessed if the clean-up is incomplete, the event is not limited to the reservation time frame, or if there is damage to the Amenities.
11. ____ The Applicant has reviewed, fully understand, and agree to abide by, the District's Policies.
12. ____ The Applicant understands that at the conclusion of my rental period, he/she is responsible for the following clean-up tasks:
- a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Wipe off tabletops; and
 - e. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the District Staff.
13. ____ The following items are not permitted within the Amenities:
- a. Glitter, confetti, or silly string;
 - b. Tacks, adhesive putty, scotch tape or any other wall damaging material;
 - c. Lit decorative candles (excluding cake candles).
14. ____ The Applicant agrees to complete any additional documentation required by the District in conjunction with bringing in any outside vendors for the event (e.g. food trucks).
15. ____ The District reserves the right to cancel the rental if it is necessary to protect the health, safety, and welfare of Patrons, Guests, and invitees (e.g. severe weather, health pandemics).
16. ____ The Applicant agrees to provide any necessary Certificate of Insurance required by the District from the Applicant or associated outside vendor. The type of insurance and coverage requirements shall be determined by District Staff after reviewing the rental application.

Alcohol:

Will alcohol be served/consumed? Check one: ☐ Yes, served; ☐ Yes, BYOB; ☐ No

If you answered "yes" for either served or BYOB alcohol above, please initial below:

1. _____ The Applicant understands that alcohol may only be served by a licensed and insured vendor of alcoholic beverages who has provided proof of licensure and insurance to the District Manager at least fourteen (14) days prior to the event. Personal service or sale of alcohol is strictly prohibited.
2. _____ The Applicant understands that he/she is solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and agrees to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property. The Applicant understands that any violations of this agreement or the District's Amenity Rules may result in the forfeiture of any deposit, immediate termination of the event, and/or additional legal action.
3. _____ 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.
4. _____ If event liability insurance coverage is required, the Colbert Landings Community Development District must be named as an additional insured on the policy as follows: "Colbert Landings Community Development District and its supervisors, District Manager, agents, officers, staff, and contractors, all as additional insureds with respect to the event described herein."
5. _____ I have reviewed and agree to comply with the insurance requirements below:

	BYOB	Served/Sold
Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired.
Insurance	None required if resident only and with up to four authorized guests. Otherwise, a Homeowner's Insurance Rider/Endorsement providing special event coverage.	Event liability insurance: • \$250,000 Property Damage; • \$1,000,000 Personal Injury, • Alcohol Rider • District named as additional insured

District Use Only:

Fee Amount: \$ _____ Check #: _____ Date: _____

Facility Attendant Amount: \$ _____ Check #: _____ Date: _____

Insurance Certificate Provided: Yes ____ / N/A ____

Proof of Licensed and Insured Alcohol Vendor Provided: Yes ____ / N/A ____

Additional Completed License Agreement for Outside Vendor: Yes ____ / N/A ____

District Manager Initials: _____