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Payment \$450 (8 hour)

Management ONLY

# Club House Rental Fees

#### KINDRED RESERVATION OF PRIVATE USAGE OF THE CLUBHOUSE

#### RENTAL AGREEMENT AND RELEASE OF LIABILITY

Түре	RATE
Clubhouse Rental Deposit	\$350.00
Clubhouse Rental Fee- 4 hours	\$350.00
Clubhouse Rental Fee- 8 hours	\$450.00
Additional Evening Amenity Rental Fee-after 6 p.m.	\$100.00/hour

- 1.To rent the Clubhouse, you must be a Patron.
- 2. Homeowner must be current with District assessments or Annual User Fees to be approved and have no outstanding violations.
- 3.Once you have determined, and it has been confirmed by District Staff, that the date and times of rental is available, this Reservation Form must be immediately completed and two (2) money orders sent in to hold a **tentative** Reservation. A money order for the Rental, and a deposit money order, is required. It is **NOT** considered to be your guaranteed rental unless and until the documentation with checks have been received by District Staff and approved. Note that other Patrons may be seeking to rent this same date. You may log onto the community website at <a href="www.townofkindredcdd.org">www.townofkindredcdd.org</a> to view the community calendar to determine the current availability.
- 4.Determine **exactly** the proposed times you desire to rent and be as accurate as possible on this application. **Half day rentals are from 10 am to 2 pm or 2 pm to 6 pm and full day rentals are from 10 am to 6 pm.** Rental hour period are subject to change at the District Staff's discretion. Rental amounts shall be prorated based on the current adopted rental fees. Rental time should include time to set up and clean up for the event. Clubhouse maximum allowed guests including Patrons is 50 people. Pavilion maximum allowed guests including Patrons is 20 people.
- 5. The Clubhouse or Pavilion will not be made available to the Patron to move in supplies or equipment on any day / and or time other than the time frame that the Clubhouse or Pavilion is rented.
- 6. The Patron is solely responsible for the entry to the Clubhouse or Pavilion by any vendors delivering supplies, equipment, flowers, food, etc., to the Clubhouse. It is not the responsibility of the District Staff to perform this task.

- 7. Patron must remain on the premises while his/her guests are utilizing the Clubhouse or Pavilion.
- 8.District is not responsible for the loss or injuries sustained by any Patron or guests attending this function. District, its supervisors, officers, staff or employees, will in no way be liable for loss, damages, or injuries to any Patron or guests in connection with this event. The Patron assumes full responsibility and liability for any claims arising at the above stated activity once access is given for rental time.
- 9. The Patron agrees to return the premises to a neat, clean and orderly condition, and is responsible for removing all trash and garbage created due to the rental activity. All trash and garbage MUST be removed and taken with you, off the premises, immediately after your event.
- 10. The Patron understands and agrees that the deposit will be returned ONLY after it has been verified that the facility has been left clean and orderly, all inventory accounted for, countertops cleaned, and all rules have been complied with. You will be notified within five business days if your deposit is being held. If your deposit is fully refundable we will notify you via email and set up an appointment to pick up.
- 11. Should facility not be left clean and orderly, and the cost to clean or repair facility exceeds the deposit, the Patron will be billed for the difference and required to pay same within 30 days. Further, the District reserves the right to deny rental of facility to the Patron in the future.
- 12. The Patron agrees that the rental of the clubhouse **does not** include the fitness room, management office, pool, soccer or volleyball area.
- 13. Guests of Patron(s) must park in the direct parking lot to the clubhouse. Parking on surrounding streets or driveways of residents is **PROHIBITED**. Failure of Parton's guests to adhere to this requirement will result in the forfeit of Patron's deposit.
- 14. The Patron agrees to respect the Amenity rules. Alcohol and Smoking are not allowed in the Clubhouse or Pavilion, including but not limited to, the pool area.
- 15. Tape, tacks or staples shall not be used on any of the walls or furniture for any reason, including hanging decorations.
- 16. The Patron agrees and understands that a minimum of seven (7) calendar days' cancellation notice, prior to rental, is required. If cancellation notice is given less than seven (7) calendar days prior to rental, half (50%) of the rental deposit will be forfeited and not refunded.
- 17. The use of the bounce houses, smoke machines, bubble machines, water balloons, candles, moon walks, etc. on common area property is strictly **prohibited**, unless sanctioned by the District for a District activity.
- 18.Under **no** circumstances is anyone, other than guests, District staff or Management/Sales Personnel allowed in the Clubhouse or Pavilion while you are renting the area. We encourage the use of the signs provided indicating Private Party, Clubhouse/Pavilion in Use.
- 19. Should a Patron experience a problem or have an issue at the Clubhouse/Pavilion during his/her rental, Homeowner is to immediately notify District Staff at 407-483-3217.
- 20. Clubhouse alarm will automatically arm 30 minutes after your scheduled rental end time for full day rentals. Please make sure you are out of the building before alarm is activated.

### **Rental Clean Up Punch List:**

Patron Name:

Address:

- O Turn off all interior and exterior lights and fans.
- O All furniture must be placed back in its original location.
- O All counters and table tops must be wiped down.

Patron must be in attendance for entire function

- O All floors must be swept and moped.
- O All trash must be removed from premises.
- O Secure all doors and make sure closed properly.

Kissimmee, FL 34744

#### **Management ONLY**

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Date Ap	oproved:
Date of	Event:
Time of	f Event:
	Deposit \$350
	Payment \$350 (4 hour)
	Payment \$450 (8 hour)

## **Rental Information of Patron**

Telephone (H):	Cell:
E-mail:	Key Card Access #(s):
Date of Reservation:	Type of Function:
(note above #5 prohibited ac	vities)
Rental Time:to	_
1/2 Day from 10 am to 2	m <u><b>or</b></u> 2pm to 6 pm
Full Day from 10 am to	pm
	set-up and clean-up time. Your exact reservation times listed will then be placed on
the Calendar once approved.	
Estimated Number in Attend	ance:
	ntable Clubhouse 50 Estimated Guests:
*Maximum Occupancy of Ro	ntable Pavilion 20 Estimated Guests:
Clubhouse Rental Cost:	\$350.00 <sup>1</sup> / <sub>2</sub> day 10 am to 2 pm <u>or</u> 2 pm to 6 pm \$450 Full Day from 10 am to 6 pm Required Deposit: <b>\$350.00</b> - *
	understand you are responsible for the behavior, supervision, liability and trash g the Clubhouse.
premises. A dumpster is no dumpsters will be subject to	understand you are responsible for the removal of all trash from Clubhouse and available for discarding trash, and any trash left in the Clubhouse, outside, or near a \$100 removal fee. Additional fees may be assessed if the clean-up is incomplete, e reservation time frame, or if there is damage to the Club House or other District (Initial here)

Once you determine availability and complete this Form, write two (2) checks both payable to "Town of Kindred Community Development District": one (1) check for the rental fee for event; and one (1) check for the refundable deposit (Deposit check must be dated for the day of the event.)

Immediately send the completed Reservation and Release of Liability Form along with both checks to the following address: Town of Kindred Community Development District c/o Kindred HOA Management 1450 Diamond Loop Drive, Kissimmee, FL 34744. Reservations are tentatively approved on a first-come, first-serve basis, once all documentation and checks are received and approved. While there is not currently a maximum number of times a Patron can rent the Clubhouse or Pavilion. Management reserves the right to limit the number of rentals per Patron in any calendar year in to allow opportunities for others to rent the Clubhouse or Pavilion instead. Patron hereby acknowledges said rental limitations. Should it be determined after the event that the Patron used the common grounds, in violation of this agreement; failed to use Clubhouse or Pavilion for the purpose stated in his/her application; misrepresented number of attendees or length of time; or for any other application violations, Management reserves the right to withhold its return of the Patron's deposit, bar Patron from future rentals for a particular time period, or for other reasons as deemed appropriate. I understand that I have applied and am pending the approval for the use of the Kindred Clubhouse for the above stated date and time(s); and that I am subject to the terms and conditions of this Private Usage of Clubhouse or Pavilion Rental Agreement and Release of Liability Form. I further acknowledge that I understand the Clubhouse facilities are monitored by a 24-hour Camera Monitoring System.

I agree to indemnify and hold harmless the Town of Kindred Community Development, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the District Amenities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

I have read, understand, and agree to abide by all policies and rules of the District governing the District Amenities. Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the District Amenities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Town of Kindred Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

Homeowner's Signature

Date of Application

Print Name

# **Rental Clean Up Punch List:**

- All furniture must be placed back in its original location.
- o All counters and tabletops must be wiped down.
- o All floors must be swept and moped.
- o All trash must be removed from premises.
- Secure all doors and make sure closed properly.

I understand that trash must be removed from premises and that community dumpsters are NOT available for disposal. Failure to remove trash, or any trash left outside of the dumpster will be subject to a \$100 Trash Removal Fee. 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 Club House or other District Property.

Homeowner's Signature:	Date of Application:	
Print Name		_