

# CANOPY COMMUNITY DEVELOPMENT DISTRICT

## USER ACCESS FORMS

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*All Users must fill out this form in order to receive a Facility Access Fob.*

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*This Agreement must be filled out by Users who do not reside within the District, and who are paying the Annual User Fee.*

#### **III. Right of Use Assignment Form**

*This Form must be filled out by both the owner and the tenant when an owner is assigning their Facility privileges to the tenant.*

#### **IV. Address/Identification Confidentiality Request**

*This Form must be filled out if a User is requesting that their information be kept confidential. Please note that unless a specific exemption applies, information provided on these forms is public record.*

# **I. User Information Form**

# CANOPY COMMUNITY DEVELOPMENT DISTRICT

## User Information Form

**NOTE TO STAFF:** This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality from Public Records Disclosure Form.

### PRIMARY PATRON INFORMATION (household members to be added to reverse side)

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Address \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

### EMERGENCY NOTIFICATION INFORMATION

Home Phone # \_\_\_\_\_

Cell Phone # \_\_\_\_\_ Name \_\_\_\_\_

Cell Phone # \_\_\_\_\_ Name \_\_\_\_\_

Email Address(es) \_\_\_\_\_

Please select all that apply:

I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

Only contact me in case of emergency.

**PRIVACY NOTICE:** If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

### SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of?  YES  NO  
If you answered yes, please provide specific information below in the blank space (Please be aware that this information is provided on a voluntary basis only. You are not required to disclose any special needs):

*[Above space intentionally left blank for provision of information]*

# CANOPY COMMUNITY DEVELOPMENT DISTRICT

## User Information Form

### HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address
1.		
2.		
Name(s) of Children	Age	Birthdate
3.		
4.		
5.		
6.		
7.		
8.		

\*\*Each Household will be provided with two (2) access fobs. In the event that one of the fobs is lost, you will be responsible for paying \$25.00 for each replacement fob.

\_\_\_\_\_ Please initial

#### **PLEASE READ AND SIGN BELOW:**

*The undersigned agrees and acknowledges that the above information is true and correct. It is understood that Access Fobs are the property of the Canopy Community Development District (Canopy or District) and are non-transferable, in accordance with the District's rules, policies and/or regulations. In consideration for the above listed persons and their guests being permitted to utilize District property and District facilities, (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District and its staff, supervisors, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the District. Furthermore, Patron understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, use of District Facilities, or other activities on District-owned property. Patron expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. Patron hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of Patron's, or his or her minor children's, participation in these activities. Patron further understands that the District is not responsible for personal property lost or stolen while at the Facilities. By signing below, Patron acknowledges the District Amenity Facility Handbook and shall abide by the policies and rules set forth in same. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.*

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**District Representative Initials** \_\_\_\_\_

## **II. Non-Resident User Agreement**

**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**Non-Resident User Agreement**

THIS AGREEMENT, made and executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the Canopy Community Development District (“District”), and the following individual (“User”):

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

The District is the owner of the real property and facilities comprised of an Amenity Center, Pool Area, Fitness Center, sports courts, playgrounds, recreational trails, parking lots, open space, pavilions, and other appurtenances or related improvements within the District located in Tallahassee, Florida (“Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family who does not reside or own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

User shall pay a one-time non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months.

\$\_\_\_\_\_ Amount shall be two times the current fiscal years rate of the combined operations and maintenance assessment and debt assessment for a seventy foot lot within the District.

The 12-month period shall commence as of the date of this agreement and terminate on that same date the following year.

2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and individuals residing in his/her household and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon, and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party who is not a party to this Agreement.
3. User agrees that use of Facilities by User, User’s household members, and User’s guests shall be subject to all rules, policies and procedures of the District as may be amended from time to time and by signature on this form, hereby agrees he/she has had the opportunity to receive a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. Failure by User, household members, or User’s guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the Membership Fee shall be refunded.
4. User(s) agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the District and are non-transferable, in accordance with the District’s rules, policies and/or regulations. In consideration for the admittance

of the herein listed persons, along with each of their guests, to utilize District property and District Facilities, the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District and its staff, supervisors, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the District. Furthermore, User(s) understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of the Facilities, or other activities on District owned property. User(s) expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. User(s) hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of User(s), or his or her minor children's, participation in these activities. User(s) further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

- All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**USER**

**CANOPY COMMUNITY DEVELOPMENT DISTRICT**

Signature: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Date: \_\_\_\_\_

*Please attach User Information Form*

<b><u>Office Use Only</u></b>	
Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit	Date Paid: _____
Amount of Payment: \$ _____	Amenities Expiration Date: _____
Date User Information Form Received: _____	Staff initials: _____

**NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.**

**PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.**

### **III. Right of Use Assignment Form**



**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**Amenity Facility Right of Use Assignment Form**

NAME OF OWNER(S) (*First and Last Name*):

\_\_\_\_\_

ADDRESS: \_\_\_\_\_ (the "Property")

HOME TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

NAME OF TENANT (*First and Last Name*):

\_\_\_\_\_

ADDRESS (if different from above): \_\_\_\_\_

BEGIN LEASE DATE: \_\_\_\_\_ END LEASE DATE: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

NAME OF ALL PERSONS LIVING IN RESIDENCE TO BE GRANTED ACCESS (*First and Last Name*):

\_\_\_\_\_

\_\_\_\_\_

**TERMS OF ASSIGNMENT**

**ASSIGNMENT OF RIGHT TO USE AMENITY FACILITIES**

The undersigned Owner agrees to assign any and all of its rights to use the Amenity Facilities, including, but not limited to: Amenity Center, Pool Area, Fitness Center, sports courts, playgrounds, recreational trails, parking lots, open space, pavilions, and other appurtenances or related improvements (collectively, the "Amenity Facility"), to the Assignee or Tenant. Such assignment relates only to Owner's rights with respect to ownership of the Property and this Assignment shall not impact any of Owner's rights relating to use of the Amenity Facility for any other property Owner may own within the Canopy Community Development District (the "District"). Upon the assignment of the Owner's right to use the Amenity Facility to the Assignee or Tenant, the Owner waives any and all rights related to the Property to use the Amenity Facility during the term of the assignment. The term of the assignment shall continue indefinitely, provided, however, that the Owner, or its successors or assigns, shall have the right to revoke such assignment at any time in his or her sole discretion. In the event that the Owner, or its successors or assigns, revokes the assignment of rights to use the Amenity Facility, the Assignee or Tenant's right to use such facilities shall be immediately terminated. Owner shall promptly provide notice to the District upon termination of assignment. Any person or entity that acquires the Property from Owner shall be entitled to Owner's revocation and termination rights set forth herein.

Except as otherwise provided herein, Facility Access Fobs are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. Use of the Amenity Facility is subject to the policies and rules set out in the District's Amenity Facility Handbook, which may be amended from time to time.

**WAIVER OF LIABILITY**

In consideration for the admittance of the above listed persons and their guests into the Amenity Facility owned and operated by the District, the undersigned parties shall hold harmless, defend and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with usage of the Amenity Facility. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

**ACCEPTANCE**

I, the undersigned, agree and acknowledge that the above information is true and correct. I acknowledge and agree that it is my intent to assign my rights in the use of the Amenity Facility to the Assignee or Tenant indefinitely, provided however, that such assignment may be revoked at any time in my, or my successors or assigns, sole discretion. I understand that upon assignment of my right to use the Amenity Facility to the Assignee or Tenant, I hereby waive my right to use the Amenity Facility during the term of such assignment.

\_\_\_\_\_  
*Signature of Owner*

\_\_\_\_\_  
*Date*

The undersigned agrees and acknowledges that the above information is true and correct. I acknowledge receipt of Facility Access Fobs. I further acknowledge the terms of assignment, including the waiver, as set forth above, and agree to all other terms set forth herein. I have also been provided access to, read, understand and agree to abide by the policies and rules set forth in the Amenity Facility Handbook. I also understand that I am financially responsible for any and all damages caused by myself, members of my household, or my guests and invitees, and all damages resulting from the loss or theft of my Facility Access Fob(s).

\_\_\_\_\_  
*Signature of Tenant*

\_\_\_\_\_  
*Date*

**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
District Manager/Amenity Manager Signature

Facility Access Fob Number(s): \_\_\_\_\_

Replacement/Extra Fob#: \_\_\_\_\_

Date: \_\_\_\_\_

Cash/Check #: \_\_\_\_\_

Staff Int.: \_\_\_\_\_

\_\_\_\_\_  
Date Termination Notice Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
District Manager/Amenity Manager Signature

## **IV. Address/Identification Confidentiality Request**

**CANOPY COMMUNITY DEVELOPMENT DISTRICT  
ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST**

*Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to Canopy Community Development District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.*

**I hereby request the exemption (check applicable exemption category) for the person named below:**

- |  |  |  |   |   |
|--|--|--|---|---|
| <input type="checkbox"/> Code Enforcement Officer*                                 | <input type="checkbox"/> Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.*                                    | <input type="checkbox"/> Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.*   | <input type="checkbox"/> Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.* | <input type="checkbox"/> Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*   |
| <input type="checkbox"/> Firefighter certified in compliance with s. 633.408, F.S. | <input type="checkbox"/> Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")* | <input type="checkbox"/> Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.* | <input type="checkbox"/> Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*  | <input type="checkbox"/> Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" |
- efforts to protect such information from being accessible through other means available to the public."\*)
- |   |  |  |  |  |
|---|--|--|--|--|
| <input type="checkbox"/> Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.* | <input type="checkbox"/> Law enforcement personnel including correctional officers and correctional probation officers.*   | <input type="checkbox"/> Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). * | <input type="checkbox"/> Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).* | <input type="checkbox"/> U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")* |
| <input type="checkbox"/> Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **   | <input type="checkbox"/> County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public."*) | <input type="checkbox"/> Other (list applicable statute): _____  |  |  |

**Printed Name:** \_\_\_\_\_

**Residence Address (City, State, Zip):** \_\_\_\_\_

**Prior/Current Position (for purpose of claiming exemption):** \_\_\_\_\_ **Years Held:** \_\_\_\_\_

**Description of Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If request is submitted instead by the person's employing agency, complete the following:

Agency: \_\_\_\_\_ Name/title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship.*

*\*Available to both current and former employees. \*\*Florida law does not make this exemption applicable to the spouse or child of a donor or victim.*