

CANOPY CDD AMENITY RENTAL APPLICATION AND AGREEMENT

Name of Applicant: _____ Today's Date: _____

Street Address: _____

Contact: Phone: _____ Email: _____

Rental Area: The rental area is limited to the pavilion by the tennis courts.

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 Canopy Community Development District ("District"), Canopy Homeowners' Association, Inc., and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or 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, and if alcohol is present, arising out of, or in connection with the, the consumption or provision of alcohol. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Rules (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 my 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 have been received by the Amenity Manager.
2. _____ There is a maximum of four guests permitted, consistent with the District's adopted policy.
3. _____ The rental duration includes set-up and post-event clean up and applies to all guests in attendance. Standard Guest policy 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.
4. _____ The interior and exterior of the Amenities are under closed circuit television surveillance.
5. _____ A Fee made out to "Canopy Community Development District" shall be provided to the Amenity Manager upon submitting this reservation request.
6. _____ Rental Fee: A non-refundable Rental Fee will be charged for rental of the Amenities. Additionally, a \$50/hour facility attendant fee shall be paid along with the Rental Fee (minimum of two hours). A check shall be made out to the "Canopy 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 Fee.
7. _____ Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District is required.
8. _____ 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.
9. _____ I have reviewed, fully understand, and agree to abide by, the Amenity Rules.

10. ____ I understand that at the conclusion of my rental period, I am responsible for the following clean-up tasks:
- Remove all garbage, place in dumpster, and replace garbage liners;
 - Remove all decorations, event displays, and materials;
 - Return all furniture and other items to their original position;
 - Wipe off table tops;
 - Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.

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:

- ____ I understand that if I intend to personally serve or sell alcohol, I must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event.
- ____ I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property.
- ____ If event liability insurance coverage is required, the Canopy CDD is to be named on the policy as an additional insured party as follows: Canopy Community Development District and its supervisors, District Manager, Amenity Manager, agents, officers, staff, and contractors
- ____ 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: <ul style="list-style-type: none"> \$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 ___
 Bounce House/Outside Vendor Insurance Certificate Provided: Yes ___/N/A ___
 Amenity Manager Staff Initials: _____