

CARROLLWOOD RECREATION DISTRICT
Park Reservation Agreement

This Park Reservation Agreement ("Agreement") is entered into this ____ day of _____ by and between Carrollwood Recreation District, a special district of the State of Florida organized and existing pursuant to Ch. 99-418, Laws of Florida, hereinafter referred to as the "District," and resident of District, _____, hereinafter referred to as the "Licensee."
(Resident's Name)

WHEREAS, Licensee desires to reserve and utilize, and District agrees to reserve and provide access to, specific space within one of the District's parks, as more specifically identified herein (the "Park Space"), all in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the foregoing recitals are incorporated herein and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the District and Licensee do hereby contract and agree as follows:

1. License to Use Park: Subject to the terms of this Agreement, the District hereby reserves and grants Licensee a non-exclusive, revocable license (the "License") to access and use the Park Space identified below, on the date(s) identified herein:

_____ Original Carrollwood Park
_____ Scotty Cooper Park
_____ White Sands Beach Pavilion (dock area)
_____ White Sands Beach Picnic Area (near volleyball court)
_____ Other: _____

If this box is checked, Licensee intends on utilizing a third party vendor ("Vendor") and District hereby authorizes Licensee to allow such Vendor to access the Park Space and other District property as reasonably necessary, provided that such Vendor has provided proof of insurance as required by District in accordance with the minimum requirements identified in attached Exhibit B.

2. License Dates: The License granted to Licensee hereunder for the Park Space shall be for the following date(s) and time(s) (Licensee may reserve up to two (2) tables for up to four (4) hours) (collectively, the "License Date"), unless otherwise authorized in writing by the District:

<u>Date</u>	<u>Time</u>
_____	_____
_____	_____

3. Licensee and Event Information:

Licensee's Address: _____
Licensee's Telephone Number: _____
Licensee's E-Mail Address: _____
Total Number of Guests: _____
(25 maximum including children and adults)

Purpose of Event: _____
Organization Sponsoring Event¹ (if applicable): _____
Organization's Contact Person: _____
Contact Person's Telephone Number: _____

List any special entertainment: _____

¹ An event sponsored by an organization requires prior approval of the District's board of trustees.
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Licensee acknowledges and agrees the District shall have the right, at any time and for any reason, to access the Park Space and, if District determines reasonable cause exists, shall have the right to require Licensee or any of its guests or invitees to leave the Park Space and/or the District's property.

4. Security Deposit: Simultaneously with the execution of this Agreement, Licensee shall pay to District a security deposit in the amount of \$50.00 (the "Security Deposit"). The District has the right to apply any portion of the Security Deposit against costs or expenses arising out of or resulting from Licensee's access and use of the Park Space and the District's property, including without limitation any of the following: (a) loss of or failure to return the keys to the Park Space upon completion of Licensee's use; (b) failure to return the Park Space in the same condition as delivered to Licensee; (c) damage to the Park Space or any other property of the District, whether such damage is caused by Licensee or any of Licensee's guests or invitees and/or (d) failure to comply with any of the District's rules and regulations, including without limitation any parking regulations, whether by Licensee or any of Licensee's guests or invitees. In the event any such cost or expense exceeds the amount of the Security Deposit, Licensee shall be liable to the District for the full amount of any such costs and expenses and shall pay the District the amount by which the cost and expense exceeds the Security Deposit within 20 days of District's written demand therefor. Any portions of the Security Deposit not forfeited or otherwise used to pay for costs and expenses for which Licensee is responsible in accordance with this Agreement will be returned to Licensee promptly after expiration of the License, and to the extent the District has determined that it is not aware of any reason to withhold such portions of the Security Deposit. The return of any portions of the Security Deposit to Licensee by the District shall not be deemed to relieve Licensee of any of its obligations hereunder nor shall it be deemed a waiver of any claim the District might otherwise have against Licensee.
5. Safety and Indemnification. Licensee's use of the Park Space shall be at its own risk and Licensee assumes all risks associated with such use and agrees to be fully responsible for its own safety, as well as the safety of any of its guests, invitees and others, with respect to such access and use of the Park Space. Licensee acknowledges and agrees that the District shall not be responsible for any damage to or theft of any property of Licensee or any of its guests or invitees. Licensee, for itself, its guests and invitees (including any Vendor), and their respective heirs, successors, and assigns agrees to indemnify, release, defend and hold the District, including its directors, officers, trustees, agents and employees, harmless from and against any and all claims, damages, losses and expenses, whether in contract or in tort, including without limitation attorneys' fees and costs, arising out of or resulting from the access and use of the Park Space under this Agreement or the acts or omissions of Licensee, its guests or invitees (including any Vendor) or anyone for whom any of them may be responsible.
6. Compliance with Laws and District's Rules and Regulations: Licensee shall comply with, and ensure that any and all of Licensee's guests and invitees comply with, all applicable local, state and federal laws, rules, regulations and codes ("applicable laws"), as well as the District's rules and regulations, as the same may be modified by the District from time to time. The District's current rules and regulations are set forth in the Rules and Regulations, attached hereto and made a part hereof as Exhibit A. Licensee will not engage in or permit Licensee's guests or invitees to engage in any unlawful activity at the Park Space or on the District's property. In the event Licensee or any of Licensee's invitees or guests fails to comply with any applicable laws or any of the District's rules and regulations, Owner will suffer financial loss and the total amount of the Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed by the parties that it is appropriate and fair that the District shall be entitled to assess, as liquidated damages, but not as a penalty, the full amount of the Security Deposit, if the Licensee or any of Licensee's invitees or guests fails to comply with any applicable laws or any of the District's rules and regulations. Licensee hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the District's actual damages at the time of contracting if Licensee or any of Licensee's invitees or guests fails to comply with any applicable laws or any of the District's rules and regulations.

7. Alcoholic Beverages: Unless otherwise expressly agreed to by the District in advance and in writing, no alcohol is allowed within the District's property where the parks are located, including without limitation the Park Space. Under no circumstances will Licensee (a) sell or serve alcoholic beverages to any person utilizing the Park Space, (b) allow any person utilizing the Park Space to possess or consume alcoholic beverages.
8. Insurance: If there will be any special entertainment or the use of any Vendor, Licensee and/or any such Vendor will be required to provide insurance in accordance with the minimum requirements identified in the Licensee's Insurance Requirements, attached hereto and made a part hereof as Exhibit B. Notwithstanding the foregoing or anything herein to the contrary, the District may, in its sole discretion and for any reason whatsoever, require Licensee to provide insurance in accordance with the minimum insurance requirements identified in attached Exhibit B. In the event any such insurance is required, the Licensee and/or any Vendor shall provide evidence to District that it satisfies the minimum insurance requirements be identified in attached Exhibit B.
9. Condition of Premises: Licensee shall return the Park Space to the District in the same condition as delivered to Licensee. Licensee shall remove all furniture, equipment and property brought by Licensee or any of its guests or invitees to the Park Space. Licensee shall clean the Park Space **and remove and properly dispose of all debris and trash.**
10. Assignment/Successors and Assigns. Licensee shall not assign this Agreement without the District's prior written consent, which may be withheld for any reason. Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
11. Non-Waiver. Any failure by the District to insist on performance of any of the terms and conditions contained herein or to exercise any right or remedy hereunder or any waiver of any breach hereunder shall not thereafter waive any of the District's rights or remedies under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly in writing by the party waiving such specific breach.
12. Severability/Survival. In the event any provision, or any part or portion of any provision of this Agreement shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion. Neither termination nor cancellation of this Agreement shall be deemed to relieve Licensee of any obligations hereunder that by their nature survive termination or cancellation including, but not limited to, any indemnification obligations.
13. Entire Agreement. This Agreement constitutes the total understanding of the parties and supersedes all prior agreements and negotiations between the parties. No modification, alteration or waiver of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date of this Agreement and duly executed by the party or parties intended to be bound by it.
14. Construction. The parties hereto acknowledge that they have carefully reviewed this Agreement and have had an opportunity to be advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. Jurisdiction, Venue and Attorneys Fees: Licensee hereby consents to venue in Hillsborough County, Florida, with respect to any legal action arising out of or relating to this Agreement. Any such action between the parties hereto shall be instituted and maintained in the appropriate Court in and for Hillsborough County, Florida, such court having sole and exclusive jurisdiction over any such matters. In any legal action, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs (whether or not such would be taxable as costs by the court), including

attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, at all trial and appellate levels, including any bankruptcy proceedings.

LICENSEE:

Full Name: _____

Sign: _____

Date: _____

Address: _____

Phone: _____

CARROLLWOOD RECREATION DISTRICT:
OFFICE:

Full Name _____

Sign: _____

Title: _____

Date: _____

EXHIBIT A

RULES AND REGULATIONS

The District's goal is to keep the Park Space and District's other property in good and safe condition for all residents. Violation of the District's Rules and Regulations may result in suspension or loss of Licensee's privileges to utilize the Park Space and District's other property.

1. _____ A park key issued to Licensee may not be transferred to anyone else (whether another resident or non-resident).
2. _____ Unless otherwise expressly agreed to by District in advance and in writing, no animals, **including without limitation any pony rides, livestock or petting zoos**, are allowed in the Park Space or any of the District's other property, except the Dog Park (residents are allowed to cross over the Park Space in order to access the Dog Park but all dogs must be kept on a leash while doing so).
3. _____ Unless otherwise expressly agreed to by District in advance and in writing, no alcohol is permitted in the Park Space or on District's other property.
4. _____ Licensee is responsible for cleaning up after the event, **including removing and properly disposing of any trash from the Park Space. Oversized garbage bags are available** at the District's business office located inside the recreational center at 3515 McFarland Road, Tampa, Florida 33618 ("Rec Center").
5. _____ When Licensee leaves after the event, it is the Licensee's responsibility to ensure the restrooms are locked. Keys may be purchased from the Rec Center, Monday through Friday. One key fits the park restrooms at White Sands Beach, Scotty Cooper Park, the Rec Center, and Original Carrollwood Park.
6. _____ Parking for the Original Carrollwood Park is available at the Rec Center. No parking is allowed at the Original Carrollwood Park or on Phoenix Circle. No motorized vehicles are allowed in the park.
7. _____ All parks close at dusk. Conclude activities and cleanup prior to dusk.
8. _____ No inflatable amusement devices, **including without limitation bounce houses**, are permitted in the Park Space or on District's other property.
9. _____ Licensee and any of Licensee's invitees and guests are permitted to park only in designated parking areas and spaces.

Additional Rules for White Sands Beach

(abbreviated rules, complete set available upon request)

1. _____ For safety's sake, swimming is prohibited in the boating area to the south of the pavilion. The designated swimming area is on the north side of the pavilion.
2. _____ No guest boats permitted. Only a boat with a current sticker issued by the District is permitted to access the boat ramp. All other boats are considering trespassing. A boat ramp key issued to Licensee may not be transferred to anyone else (whether another resident or non-resident).

EXHIBIT B

LICENSEE'S INSURANCE REQUIREMENTS

The amounts and types of insurance shall conform to the minimum requirements listed below. All self-insured retentions or deductibles will be the sole responsibility of Licensee or Vendor, as applicable.

- I. Worker's Compensation and Employers Liability Insurance for all employees engaged in any work or services on the District's property, in accordance with all applicable laws.
- II. Commercial General Liability Insurance, written on an "occurrence" basis with limits reasonably acceptable to District.
- III. Automobile Liability Insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits reasonably acceptable to District.
- IV. Personal Property Insurance shall be maintained by Licensee and Vendor, as applicable. District assumes no responsibility whatsoever for theft or damage sustained to Licensee's or Vendor's personal property.
- V. Miscellaneous:

Insurance carriers must have a "Best's Rating" and a "Financial Size Category" as set forth in the most current edition of Best's Key Rating Guide acceptable to District and must be properly admitted as required by applicable law. In the event Licensee's and/or Vendor's (as applicable) insurance policy(ies) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the District shall be entitled to the full coverage and limits of such policy(ies), and these insurance requirements will be deemed to require such greater coverage and/or greater limits.

Except with respect to any workers' compensation insurance, District shall be named as an additional insured on all required insurance using Additional Insured Endorsement ISO Forms acceptable to District. The required insurance will be primary to and will seek no contribution from any insurance or self-insurance maintained by District.

Licensee and/or Vendor (as applicable) for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required hereunder, hereby waives fully for the benefit of District any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Licensee and/or Vendor (as applicable). Licensee and/or Vendor (as applicable) will obtain a waiver of any subrogation right that its insurers may acquire against the additional insureds by virtue of payment of any such loss covered by such insurance.

Licensee and/or Vendor (as applicable) will file with District original certificates of insurance and applicable endorsements showing the required insurance to be in force. The acceptance by District of any certificate of insurance pursuant to the terms of the Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by District that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of the Agreement. Upon demand by District, Licensee and/or Vendor (as applicable) shall deliver to District certified true and correct copies of any and all insurance policies required to be maintained hereunder.