

# LA COLLINA COMMUNITY DEVELOPMENT DISTRICT

District Office • 2005 Pan Am Circle • Suite 300 • Tampa, Florida 33607

## **CLUBHOUSE USAGE AGREEMENT** **RELEASE OF LIABILITY AND INDEMNIFICATION**

1. LA COLLINA COMMUNITY DEVELOPMENT DISTRICT (hereinafter, the “District”) is the owner of the cabana area and related facilities (hereinafter, the “Facilities”), located within the La Collina community in Hillsborough County, Florida.
2. The District, by its execution of this Agreement, has approved the use of the Facilities as described herein, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of a \$25.00, for up to six (6) hours, over six (6) will be an additional \$25.00 (all monies U.S. Bank Check) rental fee, as well as a refundable security deposit in the amount of \$100.00 for the Applicant. Please make checks (two, separate) payable to LA COLLINA CDD
3. The undersigned, \_\_\_\_\_, (the Applicant), has applied to the District to use the Clubhouse as follows:  
Applicant Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
**Purpose:** \_\_\_\_\_  
**Date of Event:** \_\_\_\_\_  
**Time of Event (ALL Events shall end by Dusk):** \_\_\_\_\_  
Maximum Number of Attendees (NOT TO EXCEED 25): \_\_\_\_\_
4. The District has consented to the above use by the Applicant, its agents, employees and invitees.
5. COVID-19.
  - (a) The coronavirus COVID-19 has been declared a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact from touching contaminated surfaces, and from airborne droplets, even after the infected person is no longer present.
  - (b) For purposes of this Section, a Member, together with any party entering or using the Facilities, by and through such Member, including, without limitation, the Member’s family, occupants of their household, guests, visitors, tenants, etc. is each herein referred to as a “Member Party”, and collectively, as the “Member Parties.”
  - (c) Should any Member Party choose to enter or use the Facilities, such Member Party must take every precaution to do so safely and strictly observe the safety measures in this Section.
  - (d) All Member Parties should utilize face coverings to help prevent the spread of COVID-19 when entering or utilizing the Facilities.
  - (e) All Member Parties should adhere to social distancing. Social distancing means maintaining at least a 6 feet distance from people that do not live within your home.
  - (f) By entering the Facilities, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, any members of your household, or any Member Parties, may be exposed to or infected by COVID-19 by entering the Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense, of any kind, that you, any member of your household, or any Member Party may experience or incur in connection with entering the Facilities.

6. In Consideration of the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its agents or employees.
7. As further consideration for the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.
8. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.
9. The security deposit shall be returned to the Applicant within one (1) week of the Event, less the cost of repair of any damage or costs to clean up any mess or litter left following the Event.

Applicant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

LA COLLINA COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
By:

\_\_\_\_\_  
As:

\_\_\_\_\_  
Date

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**CHECK PAYMENT FORM**

*This form must be completed by **each person** issuing a check to La Collina CDD in payment for clubhouse rentals, keys or any other products/services. A copy of the check issuer's driver's license or valid ID must be obtained **for each occurrence.***

**DATE:** \_\_\_ / \_\_\_ / \_\_\_

**NAME OF ISSUER:** \_\_\_\_\_

**DOB:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**HOME PHONE:** ( ) \_\_\_ - \_\_\_\_\_

**CELL PHONE:** ( ) \_\_\_ - \_\_\_\_\_

**DRIVER LICENSE NUMBER:** \_\_\_\_\_  
(Attach copy of license)

**WORK PHONE:** ( \_\_\_ ) \_\_\_ - \_\_\_\_\_

**AMOUNT OF CHECK:** \$ \_\_\_\_\_

**REASON FOR CHECK:** \_\_\_\_\_

**Non-Sufficient Funds (NSF) Policy:**

**In the event that a check is sent back to La Collina CCD for non-sufficient funds the check writer must make payment within 30 days of demand letter with cashiers check, money order or cash at a cost of \$25.00 in addition to the original check amount.**