

River Place on the St. Lucie Community Development District
River Place Plantation House
Facility Rental Application and Rental Agreement

This River Place Plantation House Rental Application and Rental Agreement (the "Agreement") is by and between River Place on the St. Lucie Community Development District (the "District") and the Renter (described below) who is further defined as a (check one): River Place Member , Annual Member , or General Public User .

This Agreement is for the Gathering Room of the Clubhouse, to be used for a private function or event in accordance with the River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, the Plantation House Rental Policies and Procedures, the Fee Schedule, and Cleaning & Usage Checklist, which documents are attached hereto and made a part thereof.

Renter: (print clearly) _____

Cell Phone: _____ Work Phone: _____

Renter's Address: _____

Date of Function: _____ Time From: _____ To: _____

Purpose of Rental: _____

Number of people expected to attend this function: _____

Serving Food? Yes No If "Yes" state type (Potluck, Catered, Snacks):
(Note: The District reserves the right to establish and enforce a list of approved caterers)

Providing Music? Yes No If "Yes" state type (Live Band, Speakers, Karaoke, etc.):
(Note: If music can be heard outside of the Clubhouse by surrounding neighbors, it is too loud.)

Serving Alcohol? Yes No
*(Note: Alcohol is **not to be sold** on the premises at any time. Certificate of Insurance, and Licensing to be submitted by Renter.)*

All functions or events where alcohol is served require additional event liability insurance coverage (naming the River Place on the St. Lucie CDD, its officers, employees, and agents as additional insureds) in the minimum amount of One Hundred Thousand Dollars (\$100,000), which insurance may either be provided by the sponsor of the event or a licensed bartender/caterer. The sponsor of the private event/Renter shall be responsible ensuring that alcoholic beverages are distributed, poured, and consumed in accordance with applicable state and local laws. No alcoholic beverages distributed or served at the event shall be permitted outside of the approved function or event area at any time.

Any capitalized terms set forth herein but not specifically defined shall have the meaning ascribed to them

by the River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, as amended from time to time.

1. Application & Payment of Fees:

The Rental Fees and Deposit must accompany this complete, signed application and will be cashed upon receipt. The Managing Agent may not accept an application or confirm reserved space without receipt of 100% of the Deposit and Rental Fee. Rental Fees and Deposits must be received at least ten (10) days in advance of the function to allow time for bank clearance of the checks. Shorter timeframes will require cashier's checks, certified checks, or money orders. Payments are made to: "River Place on the St. Lucie Community Development District".

2. Deposit Refund, Inspection:

- a. If the facility being rented is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of the River Place Rules, the Plantation House Rental Policies and Procedures, or the River Place Plantation House Facility Rental Application and Rental Agreement, as determined by the Managing Agent's inspection, the Deposit will be fully refunded. The Deposit, or remaining portion thereof, will be refunded by the District within thirty (30) days after the event.
- b. The Renter is responsible for repairing or replacing all Clubhouse Property and Clubhouse Facilities, indoors and outdoors, damaged or lost during the function or event. This responsibility shall remain in effect until the Managing Agent completes its portion of the "Cleaning & Usage Checklist" inspection.
- c. The Renter is responsible for removing all trash, decorations, personal items, etc., from the premises immediately following the function or event. Charges for unacceptable conditions not listed in the cleaning checklist will be charged and assessed against the security deposit and Renter if they occur.

3. Additional Renter Responsibilities:

- a. The Renter making the reservation must be in attendance for the ENTIRE duration of the function or event and is responsible for the conduct, acts, and omissions of all agents, guests, and invitees or the Renter or otherwise in attendance at the function or event.
- b. At the discretion of the Managing Agent, Renters may be required to pay a reasonable hourly fee for a "facility monitor" or "police/traffic control monitor" during the hours of the function or event. The need for such a fee would be determined during the review process based on the nature of the event and the history of the Renter. Should a monitor be required, the Applicant will be notified prior to the Managing Agent accepting the facility engagement. At that time, the Renter would have the right to withdraw the Application for facility rental.
- c. Rental of the Gathering Room does not entitle the Renter or the Renter's guests and invitees to use or swim in the pool or use the spa, pool deck area, pool restrooms, or

fitness center.

- d. The portion of the facility to be rented is deemed "rented" when the Managing Agent is in receipt of the following:
 - i. A River Place Plantation House Rental Application and Rental Agreement ("Rental Agreement"), signed by a qualified applicant and by the Managing Agent.
 - ii. Two checks in the amount of: 1.) the deposit and 2.) the rental fee. Checks and money orders are made payable to: "River Place on the St. Lucie CDD." Cash may not be accepted under any circumstances. *(The rental fee and deposit must be received at least ten (10) days in advance of the function or event to allow time for bank clearance of the checks.)*
- e. Renter's access to the Clubhouse will be determined and scheduled by the Managing Agent. For each function or event, a pre-inspection and post inspection will be scheduled and performed by the Managing Agent.
- f. Prior to the Event: The Renter will have the opportunity to inspect the facility and note any damage, dirt, or issues with any of the surfaces, appliances, furnishings, etc. on the *Cleaning & Usage Checklist*. The Renter will sign the pre-inspection checklist and indicate the time and date of inspection. The Renter is expected to leave the Clubhouse Property and the Clubhouse facilities in the same condition. The Renter is encouraged to call the Managing Agent during the event if any issues arise which require immediate attention.
- g. Disqualification: The Renter or Applicant, a "Member" or "General Public User", must be 21 years of age or older to rent any portion of the Clubhouse or Clubhouse Facility. Such Renter may be denied rental for the following reasons:
 - i. History of damage to District Property, the Clubhouse or Clubhouse Facilities, negligence or willful disregard of the River Place Rules, the Plantation House Rental Policies and Procedures, a Rental Agreement, or any other policies, rules, or regulations of the District, or other River Place community infractions by the Renter or others who would be attending the function or event;
 - ii. The nature of the function or event may be disruptive to or compromise the integrity, peace, and enjoyment of the immediate neighborhood or be incompatible with the River Place community in general;
 - iii. The Renter or any Member of the household of the renter owes the District for damages to District Property, the Clubhouse Property, or Clubhouse Facilities; or
 - iv. Other reasons deemed substantial by the Board, the District Manager, the Clubhouse Manager, or the Board of Directors for River Place on the St. Lucie Property Owner's Association, Inc.
- h. Community Functions: River Place Community Functions can be hosted only by the District or the District in conjunction with POA. A River Place community function or activity, defined as a planned or spontaneous event open to any and all "River Place

Members" or "Members", does not require a rental fee or deposit. However, a contract signed by a responsible Member is required to ensure the Clubhouse is cleaned after use, and locked up properly, and said Member shall be responsible for any and all damages to the premises or furnishings therein.

- i. Decorations: No adhesive (of any type), tape, string, pins, hooks, nails, or tacks may be used on walls, ceilings, floors or furnishings anywhere in or around the Clubhouse. **Use of adhesives, tape, string, pins, hooks, tacks, etc., may result in loss of ENTIRE security deposit.**
- j. Facility Hours: The portion of the Clubhouse Facility being rented is available for private functions between the hours of 8:00 A.M. and 12:00 A.M. If access is needed for set up for the function or event earlier than the scheduled rental time, a 2-hour set up time can be arranged with the Managing Agent provided there is no conflicting function, event, or scheduled use. All evening functions and events must conclude and the Clubhouse be cleaned and vacated no later than 12:00 A.M. or the scheduled end time as set forth in the Rental Agreement, whichever is earlier.
- k. Non-rental Holidays: Reservations will not be taken for private functions on the following holidays in order to make the facilities available for Members as a group: New Year's Eve and any other holiday as determined by the Board or as requested by the Board of Directors of the POA and approved by the Board.
- l. Locking the Facility: The Clubhouse must be locked, including all doors and windows, when departing. Failure to lock the facility may result in forfeiture of the entire deposit. Lights and fans must be turned off.
- m. Alcohol Sales: Under no circumstances shall alcohol be sold at any function or event. Additional event liability insurance coverage (naming the River Place on the St. Lucie CDD, its officers, employees, and agents as additional insureds) in the minimum amount of One Hundred Thousand Dollars (\$100,000) will be required for any events that are approved to serve alcoholic beverages, which insurance may either be provided by the sponsor of the event or a licensed bartender/caterer. The sponsor of the private event/Renter shall be responsible ensuring that alcoholic beverages are distributed, poured, and consumed in accordance with applicable state and local laws. No alcoholic beverages distributed or served at the event shall be permitted outside of the approved function or event area at any time.
- n. Smoking: Smoking, vaping, and smokeless tobacco are prohibited in River Place facilities and premises at any time. Failure to adhere to this rule **may result in forfeiture of ENTIRE security deposit.**
- o. After the Function: The Renter is responsible for removing of all trash from the premises and properly disposing of it in specific bins as directed by the Managing Agent. Failure to do **so may result in the forfeiture of all or part of the security deposit.**
- p. Clean-up & Inspection: All decorations, personal items, food, trash, etc., that were brought to

the Clubhouse by the Renter or guests to the function or event shall be removed at the conclusion of the function or event. All furniture must be left in its original place prior to the rental. The Renter should carefully inspect the premises. The Renter should note on the "*Cleaning & Usage Checklist*" any missing, soiled, or damaged items, other than those already inventoried and noted. After the function and following the cleanup of the facility, the Renter must leave a copy of the checklist (with notations) on the kitchen countertop. The Managing Agent is responsible for checkout after the function and will review the checklist, inspect the facility, and process the deposit refund.

- q. Security Deposit Refund: Security Deposit refunds, in whole or in part, will be returned by mail once the completed inspection report from the Managing Agent has been received by the District Manager. If the facility that was rented was left in its original condition, no damage or loss has occurred, and there have been no infractions of facility usage rules, the total deposit will be refunded.
 - r. Parking: All vehicles (including, but not limited to, cars, trucks, motorcycles, golf carts, bicycles) must be parked in designated parking areas or parking lots. Vehicles shall not be parked on the driveway of the front entrance to the building, except for loading and unloading with a driver in attendance of the vehicle. Absolutely **NO PARKING** is permitted on Lazy River Parkway, on or over curbs, sidewalks, or grass within the road rights-of-way, or in any way that blocks the normal flow of pedestrian or vehicular traffic. **Improperly parked vehicles will be subject to immediate towing or booting at the vehicle owner's expense.**
 - s. Dogs and all other pets (with the exception of "service animals") assisting a Member or Guest or "service animals in training" as defined by Florida law (Section 413.08, Florida Statutes) are not permitted anywhere on or within the Clubhouse Facilities.
 - t. Renters and/or guests are absolutely NOT allowed in the swimming pool, pool deck or restrooms, spa, or Fitness Center areas prior to, during, or after a function or event.
4. **Defined Terms.** Any capitalized terms set forth in this Agreement but not specifically defined herein shall have the meaning ascribed to them by the River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, as amended from time to time.

Note: Any infractions of the River Place Rules, the Plantation House Rental Policies and Procedures, or Rental Agreement, or disturbances created as a result of the function or event, may result in forfeiture of all or a portion of the security deposit and will require the Renter to appear before the Board for approval of any future reservations. The Board, acting on its own or through its Clubhouse Manager, has the right to suspend the privileges of any Renter who has, in the opinion of the Board, abused the privilege to rent the facility or violated any term or provision of the River Place Rules, the Plantation House Rental Policies and Procedures, or the Rental Agreement. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board for its decision. If there is property damage in excess of the Deposit, the excess shall be owed to the District by the Renter, and the District has the right to pursue collection to recover the funds and the additional right to suspend Clubhouse privileges in accordance with the River Place Rules.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Clubhouse Property and Clubhouse Facilities which may occur as a result of this rental function or event.

This AGREEMENT entered on (date): _____

Signature of RENTER: _____

Print name of RENTER: _____ *Photo ID is required; one or two forms of state-issued ID may be required by Managing Agent.*

If a RENTER is a corporation or other business entity authorized to do business in the State of Florida, print name and title of individual signing as RENTER: _____

Name of Managing Agent: _____

Signature _____

Copy of Renter's Photo ID attached:

Copies of 2 separate checks attached:

Copy of Licensing/Certificate of Insurance (if alcohol served):