

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 8875 HIDDEN RIVER PARKWAY • SUITE 270 • TAMPA, FLORIDA 33637

LEXINGTON OAKS COMMUNITY CENTER RESERVATION RULES AND REGULATIONS

1. The Community is available for rental for a maximum of six (6) hours unless otherwise approved by the Community Center Director. Rentals may begin as early as 8:00 a.m. and must end by 10:00 p.m.
2. All functions must be contained inside the Community Center which includes the use of the restrooms. **Not included with the reservation is the pool, the fitness center or any of the other recreational areas.**
3. Rental of the Community Center for commercial or profit making motives is prohibited.
4. Individuals reserving the Center must sign a "Permission to Use Community Center and Release of Liability and Indemnification Agreement" in order to rent the facility.
5. Any person renting the Community Center must be present at the function during the entire period of the reservation.
6. All reservations for the Community Center shall be made in person at the Community Center and will be honored on a first come, first served basis. Two (2) separate checks, one the security deposit and one the rental fee, must be given to the Community Center prior to a reservation date being scheduled. For availability, call the Community Center at 813/907-8718. Advance reservations by any person or entity shall be limited to two (2) events, each of which shall require payment of appropriate fess, unless otherwise approved and/or waived by the Board of Supervisors.
7. Rental Fees and Security Deposits are as follows: Reservation Fee - \$150.00, Security Deposit - \$250.00. If alcoholic beverages are to be served, there is an additional \$25.00 per hour (minimum three hours) required for supervision fee.
8. Approval of all events is subject to the discretion of the Board of Supervisors. The board has the authority to reduce or waive rental fees for Community Service functions and events.

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9. The Community Center is open to all residents from 9:00 a.m. to 6:00p.m. Monday to Friday and 12:00 p.m. to 4:00 p.m. on Saturday. Although the Community Center is being rented, residents **WILL** be able to enter the Community Center to use the restrooms and go into the office. The front doors may **NOT** be locked until 6:00 p.m. All residents shall use the rear entrance to access the fitness center.
10. No person may use the Community Center in such a manner as to interfere with the right, comfort, convenience or peaceful enjoyment of the adjoining areas within the Community by the residents. Specifically, no person may use the center in such a manner that creates excessive noise, profanity, boisterous action, etc.
11. All exterior doors must be closed at all times.
12. No pets shall be allowed in the Community Center at any time.
13. Wet swimsuits are not permitted inside the Community Center.
14. Vehicles are to be parked in designated areas only.
15. The Community Center must be cleaned prior to leaving the premises. Persons renting the Community Center must adhere to the Lexington Oaks Community Center Rental checklist. If additional cleaning is deemed necessary, the District Manager will determine the fee and the amount will be deducted from the security deposit. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within seven (7) business days.

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LEXINGTON OAKS COMMUNITY CENTER RENTAL CHECKLIST

1. After cleaning all tables and chairs, return them to their appropriate place(s).
2. Vacuum the carpeted areas and sweep the tiled areas. In case of spillage, mop the tiled areas and wipe the carpeted areas.
3. Clean the kitchen area to include appliances and counter tops.
4. Pick up, bag and dispose of all trash using the Center dumpster. If any trash is left in the parking area, dispose of in the dumpster.
5. Lock and secure all doors within the Community Center. This is to include all exterior doors, the interior doors to the restrooms and the interior doors to the fitness center.
6. Turn off all lights and fans. If any appliances were plugged in by you, unplug them before leaving.
7. Set the alarm when leaving using your assigned code. Your assigned code will be taken out of the system the day following the rental. GIVE YOUR CODE TO NO ONE.

PLEASE FULLY COMPLETE THIS FORM. YOU MUST RETURN YOUR KEY TO THE OFFICE TO RETRIEVE YOUR SECURITY DEPOSIT CHECK.

RENTER NAME (printed) _____
ADDRESS _____
TELEPHONE NUMBER _____
KEY NUMBER _____
SIGNATURE _____

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PERMISSION TO USE THE LEXINGTON OAKS COMMUNITY CENTER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

1. Lexington Oaks Community Development District (the “CDD”) is the owner of a Community Center within Lexington Oaks recreational areas in Pasco County, Florida (the “Community Center”).
2. Lexington Oaks is a residential development.
3. Upon request, the CDD will consider the use of the Community Center by groups and other entities for limited purpose.
4. The undersigned, _____(the “Applicant”), has applied to the CDD to use the Community Center as follows:
5. The CDD has consented to the use of the Community Center by the Applicant, its agents, employees and invitees.
6. In consideration of the CDD’s permission to the Applicant, its agents, employees and invitees to use the Community Center, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the CDD, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with or resulting in any way from the use of the Community Center in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this release of liability applies, without limitations, to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, its agents or employees.

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7. As further consideration for the CDD's permission to the Applicant, its agents, employees and invitees to use the Community Center, the Applicant, for itself, its representatives and assigns, agrees to defend, indemnify and hold harmless the CDD, its agents or employees, from any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury or death) or property resulting from the use of the Community Center in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this agreement defend, indemnify and hold harmless applies, without limitation, to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, their agents or employees.

8. Should any provisions of this agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal part, term or provision shall be deemed not a part of this agreement.

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

By: _____

It's: _____

Dated: _____

APPLICANT

By: _____

Dated: _____

RENTAL INFORMATION

Purpose: _____

Date: _____

Time: From _____ To _____

Approximate number of people: _____