



**AMENITY CENTER RENTAL
APPLICATION AND AGREEMENT**

APPLICANT'S NAME: _____
CONTACT NUMBER: () _____ EMAIL: _____
ADDRESS: _____
DATE OF EVENT: _____ RENTAL TIME: _____
ENTERTAINMENT SCHEDULED: _____
CATERER OR OTHER VENDORS: _____
TOTAL NUMBER OF GUESTS ATTENDING: _____
TOTAL NUMBER OF GUESTS ATTENDING UNDER 14 YEARS OLD: _____

Which amenity (the "Amenity") will you be renting? Please select one:

_____ Gathering Room (Including the kitchen, screened porch, covered veranda and sun deck)

_____ Covered Pavilion at the Tennis Court or Multipurpose Field

RECEIPT OF RULES & REGULATIONS: By initialing here, I hereby acknowledge receipt of the Amelia Walk Community Development District Amenity Center Rules and Regulations (the "**Rules & Regulations**") and that I have read and agree to abide by the Rules & Regulations.

_____ *Initial*

DEPOSIT: I understand and agree that I am required to pay to Amelia Walk Community Development District (the "**District**"), a security deposit (the "**Deposit**") (see Rules & Regulations for Deposit amount) that the District may draw from, in part or in full, in the event that the Amenity is damaged or left in an unsanitary condition. I understand that upon submittal of this online Application and Agreement, I will be required to provide a check made payable to Amelia Walk Community Development District in the amount of the Deposit to the Amenity Center Manager at least seven (7) days before my event is scheduled to occur and receive approval and confirmation of my event from the Amenity Center Manager in order to complete the Application Process. I understand and agree that the Deposit will be returned to me at the conclusion of my scheduled event (the "**Event**"), unless I violate any provision of this Application and Agreement or leave the Amenity damaged or in an unsanitary condition. Furthermore, I understand that I shall be financially responsible, and otherwise liable, for any and all damage done to the Amenity during the Event and to the extent that damage to the Amenity is caused by myself, my guests, or those persons present at the Event, the District shall have the right to undertake such maintenance and repairs at my sole cost and expense to be due immediately and payable to the District from the Deposit. However, nothing herein is intended to, nor shall be deemed to modify, limit, release, or waive any of the District's rights, remedies or privileges at law or in equity, all of which are specifically reserved hereby.

RENTAL FEE: I understand and agree that that upon submittal of this online Application and Agreement, I am required to pay to the District an hourly rental fee (the "**Rental Fee**") (see Rules & Regulations for Rental Fee amount) for the Amenity selected above. I also understand that the Rental Fee check shall be made payable to Amelia Walk Community Development District and shall be provided to the Amenity Center Manager at least seven (7) days before my event is scheduled to occur and I understand that I must receive approval and confirmation of my event from the Amenity Center Manager in order to complete the Application Process.

TERMINATION: I agree that upon termination of the Event, by myself or the District, whether in writing or verbally, the District shall retain the right to replace the Event with another event in order to recoup any costs and/or expenses associated with the lost revenue expected from the Event.

GOVERNING DOCUMENTS: I understand and agree that if this Application is approved by the Manager, I shall abide by the terms and conditions of the Amelia Walk Community Development District Policies Regarding Use of the District's Amenity Center, the

Rules & Regulations, and this Application. I agree that if the Amenity is damaged in any way during the Event, I may lose future rental privileges as a result of said damage.

WAIVER & RELEASE OF LIABILITY: In consideration for the privilege to use the Amenity, I hereby waive, release, and agree not-to-sue AW Venture I, LLC, Amelia Walk Community Development District, Governmental Management Services, LLC, and Evergreen Lifestyles Management, LLC, and each of their respective subsidiaries, affiliates, shareholders/members (as applicable), owners, officers, directors, partners, agents, representatives, and employees, successors, and assigns (collectively, the "Releasees") for, from, and against any and all past, present, and future liabilities, obligations, damages, losses, claims, demands, costs, or expenses (collectively, "Claims") that may be made by me, my family, estate, heirs, and/or assigns for all injuries and damages, including without limitation, loss, theft, property damage, personal injury, or wrongful death arising from or alleged to have arisen as a result of my use of the Amenity, wherever, whenever, or however the same may occur. I understand and agree that Releasees are not responsible for any injury or property damage arising out of, or alleged to have arisen from the use of the Amenity, even if caused by negligence, gross negligence, or willful misconduct of the Releasees. Furthermore, in exchange for the privilege to use the Amenity, I hereby release any right to any Claims against the Releasees related to my use of the Amenity.

I am aware that the use of the Amenity may involve a risk of injury or death. I am voluntarily using the Amenity with the knowledge of the dangers involved. I hereby agree to expressly assume and accept all risks associated with my use of the Amenity. I understand that the Releasees will not maintain insurance which will cover me for personal injury, property damage, or medical expenses, and I accept full responsibility for the costs of treatment for any injury or damage suffered while using the Amenity.

GOVERNING LAW: I understand that this Application is intended to be as broad and inclusive as permitted by the laws of the State of Florida and I agree that that if any portion of this Application is invalid, the remainder will continue in full legal force and effect. I further agree that this Application shall be governed by the laws of the State of Florida. In the event of a dispute concerning this Application, I agree that any legal proceedings shall take place exclusively in Nassau County, Florida.

ENTIRE AGREEMENT: This Application contains the entire agreement between the parties with respect to the rental of the Amenity associated with the Amenity Center and all other representations, negotiations, and agreements, written or oral, are suspended by this Application and are of no force or effect.

I understand and agree that in order to complete this Application and reserve the Amenity, I must be 18 years of age or older, freely signing this Application, and if I am a resident of Amelia Walk Community Development District, I must be in good standing with the District. I also agree that I have read this Application and understand that by signing this Application, I am agreeing to be bound by the terms and conditions set forth herein in consideration for the use of the Amenity and that I am giving up legal rights and remedies on behalf of myself, my family, estate, heirs, and/or assigns.

Applicant's Signature

Date

Date of Birth (Month/Day/Year)

AMENITY CENTER
RENTAL RULES & REGULATIONS

PREAMBLE: These Amenity Center Rental Rules & Regulations (these “**Rules & Regulations**”) are established by the Amelia Walk Community Development District (the “**District**”) to protect the Amelia Walk Community Development District Amenity Center (the “**Amenity Center**”) and to promote the health, safety, welfare, and enjoyment of all persons using the Amenity Center. The District may, in its sole discretion, amend these Rules & Regulations from time to time and without notice to the residents.

THE AMENITY CENTER: The Amenity Center consists of the following Amenities: A Gathering Room (which includes a kitchen, screened porch, covered veranda and the sun deck), the Covered Pavilion at the Tennis Court, the Multipurpose Field, and the Activity Room (collectively “**Amenities**”), but *SHALL NOT* include the District Swimming Pool.

RESERVATION POLICY: Amelia Walk residents whose Amelia Walk Community Development District account (“**Account**”) are in good standing with the District (“**Applicant**”) are eligible to reserve any Amenities associated with the Amenity Center. Amenities will be reserved on a first come first serve basis. To allow equal opportunity during peak periods of interest, reservations for private events are accepted 120 days in advance and no later than 14 days in advance. Receipt of Applicant’s completed Amenity Center Rental Application & Agreement (“**Application**”), payment in full for use of the Amenities (the “**Rental Fee**”), and payment of the security deposit (“**Deposit**”), and approval of the event by the Amenity Manager will finalize Applicant’s reservation. An Applicant’s reservation that does not contain a completed Application, the Rental Fee, and Deposit or that is denied by the Amenity Manager will not be honored. In addition, each household may rent a portion of the Amenity Center only once per quarter of the calendar year. District functions shall have scheduling priority for the use of all Amenities. Residents with a delinquent Account are not able to reserve Amenities until the outstanding account balance is satisfied. Restrictions to or suspension of rental privileges may occur if any Amenities are damaged or abused during a private event.

RENTAL TIMES: Amenities may be rented between 8:00 a.m. - 10:00 p.m. and any use outside of said hours shall require managerial approval. Except for the Covered Pavilion at the Tennis Courts and Multipurpose Field, please note that the balance of the Amenities are unavailable for private events on the following holidays:

Easter Sunday	Christmas Eve	Labor Day Weekend
Thanksgiving	4th of July	New Year’s Eve
Memorial Day Weekend	Christmas Day	New Year’s Day

RENTAL FEE & DEPOSIT – GATHERING ROOM (INCLUDING KITCHEN, SCREENED PORCH COVERED VERANDA AND SUN DECK):

- A refundable Deposit of \$250.00 is required for a private party of between 1-25 attendees,
- A refundable Deposit of \$500.00 is required for a private party of between 26-50 attendees,
- The Rental Fee for a private party shall be \$114.00 regardless of the number of attendees,
- The Rental Fee provides for up to four (4) hours of use and **shall include the time required to set up and clean up;** and
- If Applicant requires a period in excess of four (4) hours, additional time (if available) may be reserved at the rate of \$26.00 per hour.

RENTAL FEE & DEPOSIT – COVERED PAVILION AT THE TENNIS COURT OR THE MULTIPURPOSE FIELD:

- A refundable Deposit of \$35.00 is required for a private party,
- The Rental Fee for a private party shall be \$15.00,
- The Rental Fee provides for four (4) hours of use and **shall include the time required to set up and clean up;** and
- If Applicant requires a period in excess of four (4) hours, additional time (if available) may be reserved at a rate of \$10.00 per hour.

RENTAL FEE & DEPOSIT – ACTIVITY ROOM:

- A refundable Deposit of \$75.00 is required for a private party,
- The Rental Fee for a private party shall be \$89.00,
- The Rental Fee provides for four (4) hours of use and **shall include the time required to set up and clean up;** and
- If Applicant requires a period in excess of four (4) hours, additional time (if available) may be reserved at the rate of \$26.00 per hour.

DEPOSIT: All Deposits will be held through the rental date. Damage to Amenities or its contents, failure to properly secure Amenities, or leaving Amenities in an unsanitary condition will result in forfeiture of Deposit.

PAYMENT: Applicant is required to pay via two (2) checks (Rental Fee & Deposit) which shall be made payable to the Amelia Walk Community Development District and should be given to the Amenity Manager.

CANCELLATION POLICY: In the event that Applicant must cancel their scheduled event, Applicant will receive a full refund of Deposit and the Rental Fee if notice is provided at least twenty-four (24) hours prior to date of Applicant's scheduled event. Cancellation notices received less than twenty-four (24) hours before a scheduled event will result in a refunded Deposit, but Applicant will forfeit the entire Rental Fee.

RIGHTS OF AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT:

- The District reserves the right to deny any Application based on safety, site capacity, scheduling considerations, potential for community disturbances, or other issues impacting the community;
- The District reserves the right to determine if Amenities can be rented for a specified event;
- The District has full authority to enforce the safety and well-being of all attendees and may end an event and close Amenities if necessary; and
- The District may suspend rental privileges for unbecoming behavior such as foul or abusive language, vandalism, fighting, damage to the rental space, and/or failing to follow any rule regulating rented Amenities.

RESPONSIBILITIES OF THE APPLICANT:

- Applicant must be present throughout the entire duration of the scheduled event;
- Applicant shall ensure all guests understand and abide by the terms and conditions of the Amelia Walk Community Development District Policies Regarding Use of the District's Amenity Center, the Rules & Regulations, and this Application; and
- Applicant is responsible for properly cleaning Amenities after each use. Such cleaning shall include, but is not limited to trash removal, furniture cleaning, sweeping and mopping of floors (as necessary), removal of decorations, picking up restrooms, ensuring all lights are turned off, and to ensure all appliances are cleaned and turned off. If Amenities are not left in a serviceable condition at the conclusion of your event, emergency janitorial service fees will result in forfeiture of Deposit.

ENTERTAINMENT:

- Music or entertainment is permitted for private parties;
- Volume of live or recorded music must not violate applicable Nassau County noise ordinances or unreasonably interfere with resident's enjoyment of their homes;
- All entertainment must promptly end at 10:00 P.M. in accordance with the noise ordinance of the City of Fernandina Beach;
- Bounce houses are permitted during private parties only, must be in an approved outdoor space, and must be rented from approved vendors.
- Proof of liability insurance from all vendors is required and must be obtained at the time the Application is signed.

FOOD & BEVERAGE: Applicant is welcome to bring in outside food and beverage.

PROHIBITIONS: The following is a nonexclusive list of prohibited items within Amenities:

- Alcohol (unless Applicant gets prior approval by the Board and obtains separate Host Liquor Liability Insurance specifically naming AW Venture I, LLC, Amelia Walk Community Development District, Governmental Management Services, LLC, and Evergreen Lifestyles Management, LLC as additional insured);
- Pets;
- Smoking;
- Excessively loud music;
- Bon fires;
- Damp, wet, dirty, sweaty, or muddy swim attire, clothing or shoes;
- Sparklers and fireworks;
- The use of paint, glitter, confetti, dye, or the use of nails, screws, or staples;
- Glass of any sort around the pool deck; and
- The use of propane.