

CENTERVILLE CONSERVATION COMMUNITY LAKE HOUSE
6633 Lake Pisgah Drive, Tallahassee, FL 32309

SPECIAL EVENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____,
by and between CENTERVILLE COMMUNITY OWNERS ASSOCIATION, INC. (“Centerville”), and
the UNDERSIGNED RENTER (the “Renter”).

STATEMENT OF PURPOSE

The Renter desires to rent the Centerville Lake House and surrounding area (the “Lake House”) from Centerville for an event, and Centerville desires to lease the Lake House to the Renter for an event.

STATEMENT OF AGREEMENT

1. Renter Qualifications. The Renter must be at least 21 years of age. The Renter must own a lot or rent a house in Centerville Conservation Community. The Renter’s Centerville Community Owners Association dues must be current.

2. Fees & Security Deposit Requirements:

The Renter shall pay to Centerville a non-refundable rental fee, a security deposit, and non-refundable cleaning and inspection fee of \$75, for use of the Lake House, which shall be paid to Centerville upon execution of this agreement. If the Renter cancels this Agreement in writing twenty-one (21) days prior to the Event Date, 50% of the rental fee and 100% of the cleaning and inspection fee shall be refunded to the Renter, otherwise the fee is non-refundable. This agreement is voided if the fees and security deposit are not paid or returned for insufficient funds. The Security Deposit will only be refunded after Centerville’s confirmation to its reasonable satisfaction that the cleaning outlined in item #7 below has been performed by the Renter and that there has been no damage done to the property, amenities or grounds. Prior to or upon arrival for the event, the Renter is responsible for inspecting the lake house and the surrounding area and for notifying the management company of any noticeable damage or unclean areas so as not to be assessed responsibility for the damage identified before the event is held, or for an additional cleaning assessment, to be deducted from the security deposit.

Rental fees and Security Deposits shall be assessed as follows:

- Event with 10 or fewer guests: \$50.00 rental fee, plus \$100.00 security deposit.
- Events with 11 to fewer than 50 guests: \$125.00 rental fee, plus \$150.00 security deposit.
- Events with 50 – 100 guests: \$150.00 rental fee, plus \$250.00 security deposit.
- Events with 101 – 200 guests: \$250.00 rental fee, plus \$400.00 security deposit.
- Events or meetings hosted by the Centerville Board or any of its committees, shall be charged no fee or security deposit.

Renter shall be held liable for damages caused by Renter or Renter’s guests. Such damages or additional cleaning expense may be deducted from the security deposit or if warranted, the security deposit may be retained by Centerville. See Limitations for use below.

3. Event. The Renter shall use the Lake House for the following Event: _____

The Lake House shall be used by the Renter for the above described Event and for no other purpose. The Centerville Board or any of its committees is not required to complete an application.

4. Time. The Event shall occur on _____ and shall last from _____ until _____. The Event shall not end later than 9:00 PM on Sunday through Thursday and not later than 11:00 PM on Friday and Saturday. The Renter shall be in attendance at all times during the Event. If Centerville receives a noise complaint from a Centerville owner after these ending times, the Renter is subject to forfeiture of the security deposit at the discretion of the Centerville Board.

5. Guests. The approximate number of guests at the Event shall be _____. The number of guests shall not exceed the number specified above, and in no event shall exceed Two Hundred (200) people. If the number so stated is exceeded by the Renter, the Renter may be subject to additional rental fees that can be deducted from the security deposit.

The Renter shall be responsible for the actions and conduct of Renter's guests and vendors and for all damages incurred to the Lake House due to their actions.

6. Equipment. The Lake House contains a fifty (50) inch flat screen television mounted to the wall, DVD player, forty (40) folding chairs, six (9) round folding tables, and two (2) square folding tables that Renter may use upon request. If any of these items are damaged or missing the security deposit refund may be reduced or withheld and the Renter shall pay to Centerville any additional expenses associated with repairing or replacing damaged or missing equipment.

7. Cleaning. In order to receive a refund of the security deposit, the Renter shall complete the following after the Event prior to the end of the day of the Event, unless Centerville agrees in advance to allow the cleaning to take place the day following the Event:

- a. Leave the Lake House in the same condition as the Renter found it in. Arrange tables and chairs as such items were found, remove decorations, turn off lights, and lock all doors.
- b. Bag and remove all garbage and trash from the Lake House and surrounding area. Do not leave any garbage or trash outside on the grounds or in the trash cans.
- c. Sweep the floors, wipe down all countertops and appliances, and leave bathrooms in clean and proper working condition.
- d. Perform any other cleaning activities to return the Lake House to a clean and orderly state to the satisfaction of Centerville. See Exhibit A.

8. Parking and Parking Attendant. The Renter and the Renter's guests shall park in the area designated by Centerville for the Event. A parking attendant is required for an Event with 75 or more guests. All costs associated with the parking attendant are the responsibility of the Renter. Other than vendors and guests using the accessibility parking, no guest may park their vehicles on the Lake side of the fence.
9. Vendors. The Renter may contract with a caterer, bartender(s), or other consultants and vendors for the Event. All costs and liability associated with vendors are the sole responsibility of the Renter.
10. Limitations on Use. The Renter's use is subject to the following limitations:
 - a. No furniture or Centerville property shall be removed from the Lake House or porch.
 - b. Members of the Centerville Board or Management Company or their agents reserve the right to enter the Lake House at any time for purposes of inspection and to ensure compliance with the terms and conditions of this Agreement.
 - c. The Renter shall pay Centerville for any damages caused by the Renter or the Renter's guests or vendors. If the Lake House, including but not limited to furnishings, finishes, fixtures, equipment, plumbing, electrical, HVAC and landscaping, as well as the surrounding area or any property of Centerville is damaged by the Renter or the Renter's guests, the Renter shall pay to Centerville any additional expenses associated with such damage. Damages can be deducted from security deposit and if warranted, the entire security deposit can be retained by Centerville.
11. Insurance. The Renter shall provide proof of insurance for public liability by an acceptable company, on forms, and in the amount of 1 million dollars minimum coverage, naming and insuring Centerville, and the Renter against any liability arising out of the use of the Lake House. The limit of said insurance shall not, however, limit the liability of the Renter hereunder. Centerville in its discretion may waive this requirement for meetings of 10 people or fewer.
12. Hold Harmless. The Renter shall indemnify and hold Centerville, including its members, directors, officers, employees, and committees, and the Centerville Management Company, including its owners, officers, and employees (collectively the "Indemnified Parties"), harmless against and from any and all claims arising from the Renter's use of the Lake House for the Event or from any activity, work, or other thing done, permitted or suffered by the Renter in or about the Lake House, and shall further indemnify and hold the Indemnified Parties harmless against and from any and all claims arising from any breach or default in the performance of any obligation on the Renter's part to be performed under the terms of this Agreement or arising from any act or negligence of the Renter or any guest of the Renter and from all and against all costs, attorney's fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, action proceeding brought against Centerville by reason of any such claim, the Renter upon notice from Centerville shall defend the same at the Renter's expense by counsel reasonably satisfactory to Centerville. The Renter as a material part of the consideration to Centerville hereby assumes all risk of damage to property or injury to persons,

in, upon or about the Lake House, from any cause other than Centerville's gross negligence, and the Renter hereby waives all claims in respect thereof against Centerville.

13. Rules and Regulations. The Renter shall faithfully observe and comply with the rules and regulations attached hereto as **Exhibit "A"** and incorporated herein by reference, the rules of Centerville Conservation Community and Centerville Community Owners Association, Inc., as well as any other rules which may be provided by Centerville Community Owners Association, Inc. or its agents at any time (collectively, the "Rules"). If any damage in, upon or about the Lake House results from any violation of the Rules, the Security Deposit may either be retained by Centerville until the Renter repairs the damage in a timely manner or Centerville may make the repairs and apply the Deposit towards the cost thereof.
14. Security. Centerville does not and shall not assume responsibility for the security of or damage to or the loss of any personal property or articles brought to the event by the Renter or Renter's guests, or for any item left unattended, or for damage that occurs in any parking area. **Renter shall contact Management at 850-583-1173 or customerservice@tpam.biz for key and alarm remote pick up instructions before event and return to key-box by the next business day after event. Failure to return the key and remote promptly will result in additional fees to be charged or withheld from the Security Deposit.**
15. Alcohol Consumption. The Renter shall be responsible for the consumption of alcoholic_____ beverages by the Renter's guests at the Event. Serving alcoholic beverages to minors is prohibited by Florida law, and the Renter assumes the duty to ensure observance of this law.
16. Miscellaneous. In case of any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither Centerville nor the Renter shall be required to perform any term, conditions, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, or any other cause not reasonably within the control of Centerville or the Renter and which by the exercise of due diligence of Centerville or the Renter is unable, wholly or in part to prevent or overcome.
17. This Agreement and attachments embody the entire Agreement and understanding of the parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes an prior representations, agreements, and understanding, oral or written, if any, relating to such subject matter.

Payment of all fees and deposit must be submitted with completed agreement.

Checks should be made payable to **Centerville Community Owners Association, Inc.**

Return this contract and payment to:
Centerville Community Owners Association, Inc.
C/O Total Professional Association Management, Inc.
P.O. Box 12412
Tallahassee, FL 32317
Phone: 850-583-1173
E-mail: customerservice@tpam.biz

RENTER: LOT NUMBER: _____

Printed Name: _____

Address: _____

Telephone: _____

Fax: _____

Cell Phone: _____

E-mail: _____

CENTERVILLE COMMUNITY OWNERS ASSOCIATION, INC.

By: _____

Printed Name: _____

Its: _____

Date Signed: _____

EXHIBIT "A"
CENTERVILLE LAKE HOUSE—RULES AND REGULATIONS

1. Pets: No pets are allowed in the Lake House or patio area.
2. Smoking: The Lake House is a “No Smoking” facility including the outdoor patio.
3. Kitchen: All appliances and counter tops must be wiped clean. Remove all left over food from the refrigerator. Do not pour grease into the drains.
4. Floors: Sweep floors and clean up any spills.
5. Garbage: Bag and remove all garbage from the Lake House and trash cans outside of the Lake House. There should be no trash or litter anywhere on the premises. It is the Renter’s responsibility to inspect____ the area surrounding the Lake House to the shoreline and dock area to ensure that all trash has been picked up and the area is left in the condition it was found.
6. Furniture: Return to the standard arrangement. Do not leave any furniture outside, except rockers.
7. Keep all fire exits clear.
8. Restrooms: Please leave restrooms clean and in proper working order.
9. Decorations: Absolutely no tape or tacks may be used on walls, windows, or cabinets.
10. Television equipment: Equipment is limited to those who have read the instructions or who have been instructed in its use. Volume of television and music should be controlled to not disturb neighbors.
11. Hours: The Lake House closes at 9:00 P.M. on weekdays and 11:00 P.M. on weekends.
12. Supplies: Toilet paper, paper towels, garbage bags, and table linens are not provided. Prior to the Event, please check the bathrooms and provide sufficient toilet paper for the Event.

13. Alcohol: The Renter is responsible for providing appropriate personnel to check identification of persons to ensure that no one under 21 years of age is served alcohol, and to provide precautions and controls to prevent underage or excessive consumption of alcohol on the premises.
14. The Renter of the Lake House must be on the premises until everyone has vacated.
15. The Renter shall promptly remove or see to the removal of all items that have been brought to the Lake House or premises for the event. If caterers and/or bartender(s) are used, such caterers and/or bartender(s) must remove their equipment immediately following the event.

CENTERVILLE CONSERVATION COMMUNITY LAKE HOUSE EXITING AND SECURITY PROTOCOL

Security Instructions:

Using Key-fob press **unlock** button before entering side door with key.

Please use left side door closest to the handicapped parking area to enter and exit the lake house,

Before exiting:

Thermostat: When leaving adjust thermostat to 80 degrees in the summer, and 55 degrees in the winter.

Lights: Turn off all lights and fans. This also includes restrooms and outside lights, except security lights.

Doors: Check that all doors are locked.

Garbage: Bag and remove all trash from the premises.

ALARM: Please make sure to set the Alarm.

Please use key to lock the side door, press and hold lock for 5 seconds on Key-fob. Place keys back in the key-box.