

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

This Agreement is by and between River Place on the St. Lucie Community Development District ("The District" or CDD) and a Renter who is further defined as a: (*check one*) River Place User _____ or General Public User_

This Agreement is for the rental of a portion of the "River Plantation House" facility, to be used for a private function, shall be in accordance with the "River Plantation House' Schedule of Rental Fees, Facility Policies & Procedures", to include "Cleaning & Usage Checklist", which documents are attached hereto and made a part thereof.

Renter: (print): _____ Email: _____

Phone: Home: _____ Work: _____ Cell: _____ Fax: _____

Renter's Address: _____

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

1. **Facility(s) being requested:** Gathering Room _____ Conference Room _____ Activity Room _____

Front Porch for gathering and overflow (Note: **Use of fitness center, swimming pool and spa prohibited**)

2. **Purpose of rental:** _____

Number of people expected to attend this function: _____

Renter will: Serve Food: Yes _____ No _____
(The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes _____ No _____
(Note: **Alcohol is NOT to be SOLD on the premises at any time**)

Provide Music: Yes _____ No _____
If "yes" state type of music: (Live Band, DJ, Stereo, etc.): _____
(Note: **If music can be heard by surrounding neighbors, it is too loud.**)

All requests are subject to the approval of the District's Managing Agent. Reservations will be granted on a first come basis.

3. **Fee Schedule & Usage:** (See attached documents for complete description)

a) **Main Gathering Room:** Maximum # of Occupants permitted = 78

The Gathering Room is primarily an adult oriented facility, although children may be in attendance at such adult Functions. Designated children's functions are not permitted in the Gathering Room but are permitted in the Activity Room. Gathering Room users are not permitted to use the Conference Room, Swimming Pool, Fitness Center or Spa. The Conference Room may be used if the Gathering Room user signs a Rental Application & Agreement and pays the appropriate fee and deposit for the use of the Conference Room. "Party" functions may require an onsite monitor at \$10 hr.

River Place users (Main Gathering Room)

\$150 deposit (refundable)

\$100 non-refundable rental fee for up to 4 hours continuous use

\$150 non-refundable rental fee for up to 5 hours or more of continuous use

General Public Users (Main Gathering Room)

\$300 deposit (refundable)

\$375 non-refundable rental fee for up to 4 hours continuous use (includes cleaning service)

\$500 non-refundable rental fee for 5 hours or more continuous use (includes cleaning service)

b) Conference Room: Maximum# of occupants permitted= 26

The Conference Room is strictly an adult facility. Conference Room users are **not** permitted to use the Gathering Room, Swimming Pool, Fitness Center or Spa. The Gathering Room may be used if the Conference Room user signs a Rental Application & Agreement and pays the appropriate fee and deposit for the use of the Gathering Room.

River Place Users

\$50 deposit (refundable)

\$50 non-refundable rental fee for up to 8 hours continuous use

General Public Users

\$150 deposit (refundable)

\$100 non-refundable rental fee for up to 8 hours continuous use

c) Activity Room: maximum# of occupants permitted= 26

The Activity Room was designed for supervised children's and minors' functions, arts, crafts and other such activities that are not permitted in the Gathering Room.

River Place Users

\$30 deposit (refundable)

\$25 non-refundable rental fee for up to 4 hours continuous use

\$45 non-refundable rental fee for 5 hours or more continuous use

General Public Users

\$100 deposit (refundable)

\$50 non-refundable rental fee for up to 4 hours continuous use

\$75 non-refundable rental fee for 5 hours or more continuous use

Fees and policies subject to change without notice by the River Place on the St. Lucie CDD Board of Supervisors.

4. Reservations, Applications, Payment of Fees: The Rental Fee and Deposit must accompany this 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 money order. Payments are made to: "River Place on the St. Lucie Community Development District".

5. Deposit Refund and Inspection: If the facility being rented is left in acceptable condition, no damage or loss has occurred and the keys to the clubhouse provided to renter are returned, there have been no infractions of the "River Plantation House Policies & Procedures" as deemed by the Managing Agent's inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the CDD's District Office in Coral Springs, FL. or by the Managing Agent within thirty (30) days after receipt of the signed "Cleaning & Usage Checklist" Inspection form. The Renter is entitled to be present during that inspection. If Renter is not present during the Inspection, the Managing Agent will promptly mail a copy of the final inspection, based upon the "Cleaning & Usage Checklist, to the Renter.

The Renter is responsible for the repair or replacement of all "River Plantation House" property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the Managing Agent completes its portion of the "Cleaning & Usage Checklist" inspection form and the facility key(s) are returned.

The Renter is also responsible for cleaning that portion of the facility used after use, unless payment and arrangements have been made with the Managing Agent for cleaning by the facility's cleaning contractor. In such event, the Renter is still responsible for removing all trash from the premises immediately following the function. Cleaning is to be in accordance with the "Cleaning & Usage Checklist". Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises at the conclusion of the function.

(Initial here) _____

6. Additional Renter Responsibilities:

a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests. At the discretion of the Property Manager or River Plantation House Coordinator, Renters may be required to pay a reasonable hourly fee for a (Managing Agent appointed) "facility monitor" or "police/traffic control monitor" during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Applicant would be notified prior to the Property Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility's rental.

b) Under no circumstances may Renter or guests mark the walls, ceilings, and furnishings in any way, to include decorations, signs, tape, tacks, etc.

c) All guest cars must be properly parked in the parking lot area only, and the parking and driveway area must be clean of any party related debris after the function. **Absolutely NO PARKING ON GRASS.** Any infractions may damage the irrigation system or landscaping. Such damages will be back charged to the Renter.

d) Renters and/or guests are absolutely NOT allowed in the Swimming Pool, Spa, Fitness Center areas during a function.

e) Closing time for private functions is 12:00 Midnight. Cleaning must be completed before check-out time at 1:00 am the morning after the function or by other arrangements made with the Managing Agent.

Short term Rentals (4 Hours) should be cleaned within the rental period, unless a cleaning service is scheduled.

f) Renter, to the fullest extent of the law, hereby waives, releases, and discharges the District from any and all losses, claims, liability or damages, including but not limited to losses, claims, liability or damages to personal property or for any personal injury or harm suffered on District property in connection with the Rental and further agrees to hold the District harmless from, and will indemnify and defend the District against all liability or damage which may arise in any manner whatsoever, whether directly or indirectly, from the Rental.

Note: Any infractions of the Policies or Procedures, or disturbances created as a result of the function, will require the Renter to appear before the Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board, abused the rules and regulations in this 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 Board reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to River Plantation House property which may occur as a result of this function.

This AGREEMENT entered into on (date): _____

Signature of RENTER: _____

If a corporation, print name of above signature: _____ Title: _____

Photo ID is required, one or two forms of ID may be required by Managing Agent.

Driver's License#: _____

.....
Managing Agent: Michael Modica, 772-971-0547; Email: mmodica@watsonrealtycorp.com

Signature of Managing Agent: _____

PRINT name of Managing Agent: _____

Copy of Renter's Photo ID attached: _____ Copies of separate Money Order attached: _____

.....
Physical address:(No mail accepted here). For directions and invitations only.

River Place Plantation House
450 NE Lazy River Parkway
Port St Lucie, Florida 34983

Form of Payment by Money Orders Only

Separate Money Orders are required 14 days prior to rental date; one for the Deposit and for the Rental Fee(s). Leave the Deposit money order payable line **blank**.

Rental fee payable to: **River Place CDD**.

If you are not taking your trash with you, provide a blank money order for trash disposal of \$40.00.

** Non-Residents/General Public Users of River Place Plantation House will need to provide an extra blank money order for \$75.00 for cleaning service.

* River Place Residents should bring cleaning supplies with them to clean up after the event and dispose of the trash at home, for deposit to be returned.

(Initial here) _____

All Furniture must be put back in place if you move it.

Waiver

On behalf of myself and any guests attending this event, I/we understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the guidelines provided in the current phase of the Governor’s Safe. Smart. Step-by-Step Reopening plan and Executive Orders, local and county Orders, as well as the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19, including social distancing and hygiene requirements. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. I further recognize and assume the risk that while the River Place CDD has implemented sanitation procedures, the virus may remain on surfaces for days, sanitation procedures do not guarantee in anyway the virus is not present, and other individuals present within the premises may be COVID positive and I accept the inherent risks associated therewith by entering the premises. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to rent the River Place CDD Facility.

Renter: (print): _____

Renter: (signature): _____

Date: _____