



ST. JOHNS LANDING ESTATES

AMENITY CENTER RENTAL APPLICATION AND AGREEMENT

APPLICANT'S NAME: _____
CONTACT NUMBER: () _____ EMAIL: _____
ADDRESS: _____
DATE OF EVENT: _____ RENTAL TIME: _____
ENTERTAINMENT SCHEDULED: _____
CATERER OR OTHER VENDORS: _____
WILL ALCOHOL BE SERVED: YES NO HOST LIQUOR LIABILITY INSURANCE YES NO
TOTAL NUMBER OF GUESTS ATTENDING: _____

Which rental area (the "Rental Area") will you be renting? Please select one:

_____ Clubhouse

_____ Pool Deck

_____ Both

RECEIPT OF RENTAL RULES & REGULATIONS: By initialing here, I hereby acknowledge receipt of the St. Johns Landing Estates Association Property Rental Rules and Regulations (the "**Rules & Regulations**") attached and that I have read and agree to abide by the Rules & Regulations.

_____ *Initial*

DEPOSIT: I understand and agree that if this Amenity Center Rental Application and Agreement (this "**Application**") is accepted and approved by the St. Johns Landing Estates Association's (the "**Association**") Property Manager (the "**Manager**"), I will pay to the Association, within five (5) days of said acceptance and approval, \$100.00 to be used as a security deposit (the "**Deposit**") in the event that the Amenity Center or any Association property is damaged or left in an unsanitary condition. I understand and agree that the Deposit will be returned to me at the conclusion of my scheduled event (the "**Event**") unless I breach this Agreement. Furthermore, I understand that I shall be financially responsible, and otherwise liable, for any and all damage that occurred to the Rental Area or any other Association property during the Event. To the extent that damage to the Rental Area or other Association Property is caused by myself, my guests, or those persons present at the Event, the Association shall have the right to undertake such maintenance and repairs at my sole cost and expense to be due immediately and payable to the Association from the Deposit. However, nothing herein is intended to, nor shall be deemed to modify, limit, release, or waive any of the Association's rights, remedies or privileges at law or in equity, all of which are specifically reserved hereby.

TERMINATION: I agree that upon termination of the Event, by myself or the Manager, whether in writing or verbally, the Manager shall retain the right to replace the Event with another event.

GOVERNING DOCUMENTS: I understand and agree that if this Application is accepted and approved by the Board of Directors or Manager, I shall abide by the terms and conditions set forth in the Declaration of Covenants, Conditions and Restrictions for St. Johns Landing Estates, adopted St. Johns Landing Estates Association, Inc rules and regulations, and this Application. I also understand and agree that if the Rental Area is damaged in any way during the Event or if I fail to abide by above described Governing Documents, I may lose future rental privileges.

WAIVER & RELEASE OF LIABILITY: In consideration for the privilege to use the Rental Area and the Amenity Center, I hereby waive, release, and agree not-to-sue St. Johns Landing Estates Association, Inc. and RealManage, 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 Rental Area or Association property 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 Rental Area or Amenity Center, even if caused by negligence, gross negligence, or willful misconduct of the Releasees. Furthermore, in exchange for the privilege to use the Rental

I am aware that the use of the Rental Area and / or Amenity Center may involve a risk of injury or death. I am voluntarily using the Rental Area and / or Amenity Center with the knowledge of the dangers involved. I hereby agree to expressly assume and accept all risks associated with my use of the Rental Area and / or Amenity Center. I understand that the Releases 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 Rental Area and or Amenity Center.

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

Applicant's Signature	Date
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Date of Birth (Day-Month-Year)

Name of Manager _____

Signature	Date
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ST. JOHNS LANDING ESTATES ASSOCIATION PROPERTY RENTAL RULES & REGULATIONS

PREAMBLE: These St. Johns Landing Estates Association Property Rental Rules & Regulations (these “**Rules & Regulations**”) are established by the St. Johns Landing Estates Association, Inc. (the “**Association**”) to protect the St. Johns Landing Estates Amenity Center and Amenities (collectively, the “**Amenity Center**”) and to promote the health, safety, welfare, and enjoyment of all persons using the Amenity Center. The Association 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: Swimming Pool, Fitness Center, Parking lot, dock/pier, and Clubhouse (collectively “**Amenities**”). However, **ONLY** the Clubhouse and Pool deck shall be rentable (“**Rentable Amenities**”). The Pool cannot be held for exclusive use, as other homeowners must be allowed to use the facility, if they so wish.

RESERVATION POLICY: Association residents whose St. Johns Landing Estates Association account (“**Account**”) is in good standing with the Association are eligible to reserve any Rentable Amenities. Rentable 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 90 days in advance and no later than two weeks (14 days) in advance. Receipt of Applicant’s completed Amenity Center Rental Application & Agreement (“**Application**”) and payment of the security deposit (“**Deposit**”) will finalize Applicant’s reservation. An Applicant’s reservation that does not contain a completed Application and Deposit will not be honored. In addition, each household may rent the Rentable Amenities only once each month. Association functions shall have scheduling priority for the use of all Amenities. Residents with a delinquent Association Account are not able to reserve Rentable Amenities until the outstanding account balance is satisfied. Restrictions to rental privileges may occur if any Amenities are damaged or abused during a private event.

RENTAL TIMES: Amenities may be rented between 8:00 AM - 10:00 PM and any use outside of said hours shall require Board approval. Please note that the Rentable Amenities are unavailable for private events on the following holidays:

Easter Sunday
Thanksgiving
Memorial Day Weekend

Christmas Eve
4th of July
Christmas Day

Labor Day Weekend
New Year’s Eve
New Year’s Day

DEPOSIT: The Deposit shall be \$100.00. All Deposits will be held through the rental date. Damage to Amenities or its contents, failure to properly secure Rental Amenities, or leaving Rental Amenities in an unsanitary condition will result in forfeiture of Deposit. This means that **All garbage must be removed from the clubhouse/pool areas and everything must be clean.**

PAYMENT: A Deposit check of \$100.00 payable to the order of **St. Johns Landing Estates Association** is the preferred method of payment. No cash shall be excepted.

CANCELLATION POLICY: In the event that Applicant must cancel their scheduled event, Applicant will receive a full refund of Deposit

RIGHTS OF ST. JOHNS LANDING ESTATES ASSOCIATION, INC.:

- The Association 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 Association reserves the right to determine if Rentable Amenities can be rented for a specified event;
- The Association 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 Association 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 St. Johns Landing Estates Association Facility Policies, 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 Rentable 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 Duval 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 in Duval County;
- 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 St. Johns Landing Estates Association, Inc. and RealManage as additional insured);
- Pets;
- Smoking;
- Excessively loud music;
- Bon fires;
- 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; and
- Glass of any sort around the pool deck