



AMENITY CENTER RENTAL
APPLICATION

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 18 YEARS OLD: _____

Which Victoria Park or Victoria Trails Amenity Center amenity (the "Amenity") will you be renting?
Please select one:

_____ Victoria Commons Amphitheatre _____ Victoria Trails Amenity Center Multipurpose Room
_____ Victoria Trails Picnic Pavilion

RECEIPT OF RULES & REGULATIONS: By initialing here, Applicant hereby acknowledge receipt of Amenity Center Rental Rules & Regulations (the "**Rules & Regulations**") and that Applicant has read and agrees to abide by the Rules & Regulations.

Initial

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

RENTAL FEE: Applicant understands and agrees that if this Application is accepted and approved by the Lifestyle Director, Applicant will pay to the Victoria Park, within five (5) days of said acceptance and approval, \$ _____ to cover the total hourly rental fee (the "**Rental Fee**") for the Amenity selected above. Applicant understands that the preferred method of payment is two bank checks, one for the Deposit and one for the Rental Fee, both payable to the order of Victoria Park Community Council. Applicant understands and agrees that a failure to deliver the Deposit and the Rental Fee within five (5) days of said acceptance and approval of this Application will result in termination of the Event.

TERMINATION & CANCELLATION: Applicant agrees that upon termination of the Event, by Applicant or Victoria Park, whether in writing or verbally, Victoria Park 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. Applicant understand and agree that cancellation of the Event due to inclement weather shall not result in a refund of the Deposit or the Rental Fee, but the Deposit and the Rental Fee may be transferred to a new date.

GOVERNING DOCUMENTS: Applicant understands and agrees that if this Application is accepted and approved by the Lifestyle Director, Applicant shall abide by the terms and conditions of the Victoria Park Community Council Governing Documents, the Rules & Regulations, and this Application. Applicant agrees that if the Amenity is damaged in any way during the Event, Applicant may lose future rental privileges as a result of said damage.

WAIVER & RELEASE OF LIABILITY: In consideration for the privilege to use the Amenity, Applicant hereby waive, release, and agree not-to-sue Kolter Land Partners, LLC, Victoria Park Community Council, Inc., and Evergreen Lifestyles Management, LLC, and each of their respective sub-homeowners associations, 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 Applicant, Applicant’s 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 Applicant’s use of the Amenity, wherever, whenever, or however the same may occur. Applicant 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, Applicant hereby release any right to any Claims against the Releasees related to my use of the Amenity.

Applicant is aware that the use of the Amenity may involve a risk of injury or death. Applicant is voluntarily using the Amenity with the knowledge of the dangers involved. Applicant hereby agrees to expressly assume and accept all risks associated with Applicant’s use of the Amenity. Applicant understands that the Releasees will not maintain insurance which will cover Applicant for personal injury, property damage, or medical expenses, and Applicant accepts full responsibility for the costs of treatment for any injury or damage suffered while using the Amenity.

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

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

Applicant understands and agrees that in order to complete this Application and reserve the Amenity, Applicant must be 21 years of age or older, a resident of Victoria Park, in good standing with Victoria Park Community Council, and freely signing this Application. Applicant also agrees that Applicant has read this Application and understands that by signing this Application, Applicant is agreeing to be bound by the terms and conditions set forth herein in consideration for the use of the Amenity and that Applicant is giving up legal rights and remedies on behalf of Applicant, Applicant’s family, estate, heirs, and/or assigns.

APPLICANT:

Signature Date

Print Name

Date of Birth (Day-Month-Year)

ACCEPTED AND AUTHORIZED BY:

Name of Lifestyle Director

Signature Date