



PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT

District Office ♦ 2002 N. Lois Ave. ♦ Suite 507 ♦ Tampa, Florida 33607

**POOL AREA RENTAL USAGE AGREEMENT
RELEASE OF LIABILITY AND INDEMNIFICATION**

1. **PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the “District”) is the owner of the swimming pool and related facilities (hereinafter, the “facilities”), located within the Panther Trace Phase II community in Hillsborough County, Florida.
2. The District, by its execution of this Agreement, has approved the use of the Pool Area as described herein, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of a \$50.00 fee, for up to four (4) hours as well as a refundable security deposit in the amount of \$100.00 for RESIDENT users, or receipt of a \$250.00 rental fee, as well as a security deposit in the amount of \$250.00 for NON-RESIDENT users. Security deposit refunds are subject to an inspection of the facility after the event, as well as complete adherence to the “Clubhouse and Pool Rules” (**see and initial**) attached. Please make two separate checks payable to PANTHER TRACE II CDD. If returned the applicant will be charged a \$25 return fee and must pay total in cash.
3. The undersigned, _____, (the Applicant), has applied to the District to use the Pool Area as follows:
Applicant Address: _____
Purpose: _____
Date of Event: _____
Phone: (_____) ____-_____
Time of Event (ALL Events shall end by Dusk): _____
Maximum Number of Attendees (NOT TO EXCEED 20): _____
The Applicant shall provide the district with a guest list prior to the event. All guests must check in with staff before entering the pool area.
4. The District has consented to the above use by the Applicant, its agents, employees and invitees.
5. In Consideration of the District’s permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its agents or employees.
6. As further consideration for the District’s permission to the Applicant, its agents,

employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.

7. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.

Applicant:

Signature

Print name

Date

**PANTHER TRACE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

As: _____

Date



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1. All equipment, furnishings and property of the District shall be found in the same condition after use of the Recreation Area.
2. It shall be the responsibility of any resident using the Recreation Area to remove food or other items.
3. Non-perishable items left in the Recreation Area after use will be kept for a period of “One Week.” Items not claimed by the end of that period will be discarded.
4. All surfaces are to be thoroughly cleaned upon the completion of the rental event before leaving the Recreation Area. Failure to thoroughly clean will result to **FORFEITURE OF THE SECURITY DEPOSIT**. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within 7 days. (Wipe all surfaces, tables, chairs; remove all trash from pool area to dumpster.). **Note:** the CDD will do its best, but will not be obligated to provide brooms, etc. Renters must provide their own cleaning products and remove them at the conclusion of the event.

Applicant Signature

Applicant Printed Name

Date



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SWIMMING POOL POLICIES & PROCEDURES

1. The swimming pool facilities are open from ½ hour after dawn and will close respectively at dusk.
2. Each membership household may bring up to **THREE** guests for use of the pool facilities but must accompany their guests at ALL times. (If a cabana is reserved through the District, a guest list must be provided to the District prior to the event, and all guests must check in with staff prior to entering the pool area. Guests are then limited to TWENTY.)
3. Lifeguards will not be present at the pool facilities. All persons using the pool and other Swim Club facilities do so at their own risk.
4. Individuals under the age of **SIXTEEN** must be accompanied by an adult at all times while using the pool facilities.
5. Parents are responsible for ensuring that their children do not urinate or defecate in the pool. (Rubber briefs **MUST** be placed over diapers)
6. All persons using the pool facilities shall obey the capacity requirements as defined by Hillsborough County (100 persons for the pool and 20 in the Children's Play Pool).
7. Proper swimming attire must be worn while using the pool facilities. (Bathing suits only)
8. Showering is **MANDATORY** before use of the pool facilities.
9. No running is allowed within the gated pool facilities.
10. No diving is allowed.
11. No flotation devices are allowed in the pool except for water wings and swim rings used by small children.
12. No rough housing, "chicken" fighting or horseplay is allowed in the swimming pool.
13. No balls or toys should be thrown within the pool or pool area.
14. No animals are allowed in the pool facilities except as Florida Statutes define service animals.
15. No food or drink is allowed within **TEN FEET** of the pool edges(s).
16. No alcoholic beverages are allowed in the pool facilities.
17. No glass containers are allowed in the pool area.
18. Radios brought to the pool shall be kept at reasonable volumes in consideration of others using the pool facilities.
19. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
20. Non-adherence to these (Pool) Rules will result in the suspension of pool use by offender(s).
21. All of the above **POLICIES**, where applicable, shall apply to the playground areas.
22. No rollerblades/in-line skates or skateboards.
23. No use of profanity will be tolerated.
24. Call 911 in the event of an emergency.
25. Violations will be subject to suspension as deemed appropriate by the Board of Supervisors.

Applicant Signature

Applicant Printed Name

Date