

*River Place on the St. Lucie
Community Development District*

Plantation House Rental Policies and Procedures

Effective: January 18, 2024

(Resolution 2024-05, adopted January 18, 2024)

*River Place on the St. Lucie
Community Development District*

Plantation House Rental Policies and Procedures

The River House Rental Policies and Procedures include the following:

1. Form of Annual Member Application;
2. Rental Policies;
3. Facility Rental Application and Rental Agreement;
4. Form of Incident Report;
5. Form of RV/Boat Storage Rental Agreement; and
6. Fee Schedule.

River Place on the St. Lucie Community Development District
Annual Member Application

Date of Application: _____ Date of Annual Member Fee Payment: _____

Physical Address: _____

Mailing Address: _____

Phone Number: _____

Alternate Phone Number: _____

Email Address(es): _____

Names & Ages of All Immediate Family Members within Household:

1.)

2.)

3.)

4.)

5.)

Emergency Contact Information:

Primary Emergency Contact:

Name(s): _____ Phone Number(s): _____

By executing this application, I agree, on behalf of myself, members of my immediate family, and our guests to abide and be bound by all terms and conditions of the Plantation House Rental Policies and Procedures and the River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, as amended from time to time, including, without limitation, the indemnity and release provisions set forth therein, and acknowledge that my use of the Clubhouse Property and Clubhouse Facilities is at my own risk. I understand and acknowledge that I may access the River Place Rules online at the District's website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Plantation House Rental Policies and Procedures and the River Place Rules prior to signing below.

X _____ By: _____

(signature)

(print name)

River Place on the St. Lucie Community Development District

Rental Policies

River Place Plantation House

Contact the Clubhouse Manager or designee of the Clubhouse Manager (the "Managing Agent") for purposes of this policy at least fourteen (14) days in advance of your function date.

All dates are reserved on a first come, first serve basis except in the case of a simultaneous application submission by a Member and a General Public User for the same date, in such case, the Member shall be preferred over a General Public User.

Any capitalized terms set forth herein but not specifically defined shall have the meaning ascribed to them by the River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, as amended from time to time.

1) Application & Payment of Fees:

The Rental Fee and Deposit must accompany this complete, signed 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 checks. Shorter timeframes will require cashier's checks, certified checks or money orders. Payments are made to: "River Place on the St. Lucie Community Development District."

2) Deposit Refund, Inspection:

If the portion of the Clubhouse or Clubhouse Facility rented is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of the River Place Rules, the Plantation House Rental Policies and Procedures, or the Rental Agreement, as deemed by the Managing Agent's inspection, the Deposit will be fully refunded. The Deposit, or portion thereof not applied to damages, will be refunded by the District within thirty (30) days after the event.

The Renter is responsible for repairing or replacing all Clubhouse Property, Clubhouse Facilities, and District Property, indoors and outdoors, damaged or lost during or arising out of the function or event. This responsibility shall remain in effect until the Managing Agent completes its portion of the "Cleaning & Usage Checklist" inspection.

The Renter is responsible for removing all trash, decorations, personal items, etc., from the premises immediately following the function. Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

3) Renter Rule & Responsibilities:

- a. The Renter making the reservation must be in attendance for the ENTIRE duration of the function or event and is responsible for the conduct of all guests in attendance.

- b. At the discretion of the Managing Agent, Renters may be required to pay a reasonable hourly fee for a "facility monitor" or "police/traffic control monitor" during the hours of the function or 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 will be notified prior to the Managing Agent accepting the facility engagement. At that time, the Renter would have the right to withdraw the Application for facility rental.
- c. Rental of the Gathering Room does not entitle the Renter or the Renter's guests and invitees to use or swim in the pool or use the spa, pool deck area, pool restrooms, office, or fitness center.
- d. The portion of the facility to be rented is deemed "rented" when the Managing Agent is in receipt of the following:
 - i. A River Place Plantation House Rental Application and Rental Agreement ("Rental Agreement"), signed by a qualified applicant and by the Managing Agent.
 - ii. Two checks in the amount of: 1.) the deposit and 2.) the rental fee. Checks and money orders are made payable to: "River Place on the St. Lucie CDD." Cash may not be accepted under any circumstances. *(The rental fee and deposit must be received at least ten (10) days in advance of the function or event to allow time for bank clearance of the checks.)*
- e. Renter's access to the Clubhouse will be determined and scheduled by the Managing Agent. For each function or event, a pre-inspection and post inspection will be scheduled and performed by the Managing Agent.
- f. Prior to the Event: Renter will have the opportunity to inspect the facility and note any damage, dirt, or issues with any of the surfaces, appliances, furnishings, etc. on the *Cleaning & Usage Checklist*. The Renter will sign the pre-inspection checklist and indicate the time and date of inspection. The Renter is expected to leave the Clubhouse Property and the Clubhouse facilities in the same condition. The Renter is encouraged to call the Managing Agent during the event if any issues arise that require immediate attention.
- g. Disqualification: The Renter or Applicant, a "Member" or "General Public User", must be 21 years of age or older to rent any portion of the Clubhouse or Clubhouse Facility. Such Renter may be denied rental for the following reasons:
 - i. History of damage to District Property, the Clubhouse or Clubhouse Facilities, negligence or willful disregard of the River Place Rules, or any other policies, rules or regulations of the District, or other River Place community infractions by the Renter or others who would be attending the function or event;
 - ii. The nature of the function or event may be disruptive to or compromise the integrity, peace, and enjoyment of the immediate neighborhood or be incompatible with the River Place community in general;
 - iii. The Renter or any Member of the household of the renter owes the District for damages to District Property, the Clubhouse Property, or Clubhouse Facilities; or
 - iv. Other reasons deemed substantial by the Board, the District Manager, the Clubhouse Manager, or the Board of Directors for River Place on the St. Lucie Property Owner's Association, Inc.

- h. Community Functions: River Place Community Functions can be hosted only by the District or the District in conjunction with POA. A River Place community function or activity, defined as a planned or spontaneous event open to any and all "River Place Members" or "Members", does not require a rental fee or deposit. However, a contract signed by a responsible Member is required to ensure the Clubhouse is cleaned after use, and locked up properly, and said Member shall be responsible for any and all damages to the premises or furnishings therein.
- i. Decorations: No adhesive (of any type), tape, string, pins, hooks, nails, or tacks may be used on walls, ceilings, floors, or furnishings anywhere in or around the Clubhouse. **Use of adhesives, tape, string, pins, hooks, tacks, etc., may result in loss of ENTIRE security deposit.**
- j. Facility Hours: The portion of the Clubhouse Facility being rented is available for private functions between the hours of 8:00 A.M. and 12:00 A.M. If access is needed for set up for the function or event earlier than the scheduled rental time, a 2-hour set up time can be arranged with the Managing Agent provided there is no conflicting function, event, or scheduled use. All evening functions and events must conclude and the Clubhouse be cleaned and vacated no later than 12:00 A.M. or the scheduled end time as set forth in the Rental Agreement, whichever is earlier.
- k. Non-rental Holidays: Reservations will not be taken for private functions on the following holidays in order to make the facilities available for Members as a group: New Year's Eve and any other holiday as determined by the Board or as requested by the Board of Directors of the POA and approved by the Board.
- l. Locking the Facility: The Clubhouse must be locked, including all doors and windows, when departing. Failure to lock the facility may result in forfeiture of the entire deposit. Lights and fans must be turned off.
- m. Alcohol Sales: Under no circumstances shall alcohol be sold at any function or event. Additional event liability insurance coverage (naming the River Place on the St. Lucie CDD, its officers, employees, and agents as additional insureds) in the minimum amount of One Hundred Thousand Dollars (\$100,000) will be required for any events that are approved to serve alcoholic beverages, which insurance may either be provided by the sponsor of the event or a licensed bartender/caterer. The sponsor of the private event/Renter shall be responsible ensuring that alcoholic beverages are distributed, poured, and consumed in accordance with applicable state and local laws. No alcoholic beverages distributed or served at the event shall be permitted outside of the approved function or event area at any time.
- n. Smoking: Smoking, vaping, and smokeless tobacco are prohibited in River Place facilities and premises at any time. Failure to adhere to this rule **may result in forfeiture of the ENTIRE security deposit.**
- o. After the Function: The Renter is responsible for removing all trash from the premises and properly disposing of it in specific bins as directed by the Managing Agent. Failure to do **so may result in the forfeiture of all or part of the security deposit.**
- p. Clean-up & Inspection: All decorations, personal items, food, trash, etc., that were brought to the

Clubhouse by the Renter or guests to the function or event shall be removed at the conclusion of the function or event. All furniture must be left in its original place prior to the rental. The Renter should carefully inspect the premises. The Renter should note on the "*Cleaning & Usage Checklist*" any missing, soiled, or damaged items, other than those already inventoried and noted. After the function and following the cleanup of the facility, the Renter must leave a copy of the checklist (with notations) on the kitchen countertop. The Managing Agent is responsible for checkout after the function and will review the checklist, inspect the facility, and process the deposit refund.

- q. Security Deposit Refund: Security Deposit refunds, in whole or in part, will be returned by mail once the completed inspection report from the Managing Agent has been received by the District Manager. If the facility that was rented was left in its original condition, no damage or loss has occurred, and there have been no infractions of facility usage rules, the total deposit will be refunded.
- r. Parking: All vehicles (including, but not limited to, cars, trucks, motorcycles, golf carts, bicycles) must be parked in designated parking areas or parking lots. Vehicles shall not be parked on the driveway of the front entrance to the building, except for loading and unloading with a driver in attendance of the vehicle. Absolutely **NO PARKING** is permitted on Lazy River Parkway, on or over curbs, sidewalks, on the grass of any District road rights-of-way, or in any way that blocks the normal flow of pedestrian or vehicular traffic. Parking is strictly prohibited on District Property except in those areas expressly designated for public parking in accordance with the Amended and Restated Plantation House Facilities Rules. **Improperly parked vehicles will be subject to immediate towing or booting at the vehicle owner's expense.**
- s. Dogs and all other pets (with the exception of "service animals") assisting a Member or Guest or "service animals in training" as defined by Florida law (Section 413.08, Florida Statutes) are not permitted anywhere on or within the Clubhouse Facilities.
- t. Renters and/or guests are absolutely NOT allowed in the swimming pool, pool deck or restrooms, spa, office, or Fitness Center areas prior to, during, or after a function or event.

4) Gathering Room/Grand Room:

It is possible that the facility could be rented and in use at the same time by River Place Members or Annual Members. Use of the swimming pool, spa, Fitness Center, pool deck, office, and appurtenant furnishings are off limits to Renters and their Guests.

Main Gathering Room: Maximum # of occupants permitted: 78

Gathering Room users are welcome to use the kitchen and front porch. "Party" functions where alcohol is served must comply with additional requirements, including, but not limited to, insurance and licensing, as provided in Section K of the River Place Rules, Section 3)m. of the Plantation House Rental Policies and Procedures, and the Facility Rental Application and Rental Agreement.

- **Members and General Public Users**
 - Deposit in the amount outlined in the Fee Schedule (conditionally refundable)
 - Minimum rental fee as outlined in the Fee Schedule, non-refundable rental fee for up to 4 hours

continuous use (includes routine cleaning service). Additional hours may be requested when completing the Facility Rental Application and Rental Agreement, the approval of which is subject to availability and approval by the Clubhouse Manager. An additional hourly rate fee in the amount outlined in the Fee Schedule may be added to the rental rate for such additional hours, as determined and if approved by the Club Manager.

Fees and policies are subject to change in accordance with Sections 190.011(5) and 190.035, Florida Statutes, as amended from time to time, by action of the River Place on the St. Lucie CDD Board of Supervisors.

For additional information please contact the Clubhouse Manager at the River Place Plantation Clubhouse, by visiting the Clubhouse during regular business hours or by email or telephone as designated and updated on the District website.

5) Miscellaneous Rentals for River Place:

RV/Boat Storage:

Only approved items with current and valid state registration may be stored within a 10' x 20' or 10' x 25' space located in a chain link fence compound with a locked gate. No flammables or chemicals may be kept or used on the premises. Repairs are not permitted on the premises. A lease is required. Use at your own risk. Insurance is not provided by the District. No night lighting, security, or surveillance is provided at the RV/Boat Storage lot. Renters are required to enter into a rental agreement with the District for RV/Boat Storage, the form and content of such agreement having been approved by the District. Copies of the RV/Boat Storage Rental Agreement form are available on the District's website and by contacting the Club Manager during regular business hours.

Members:

Up to 20 feet:
See Fee Schedule for rental fee

Greater than 20 feet, less than 25 feet:
See Fee Schedule for rental fee/deposit

General Public Users:

Up to 20 feet:
See Fee Schedule for rental fee

Greater than 20 feet, less than 25 feet:
See Fee Schedule for rental fee/deposit

Canoe/Kayak Dry Storage / Canoe Park Circle: The Canoe/Kayak Dry Storage at Canoe Park Circle is available to Members only for no fee, but such storage is at the sole risk of the Canoe/Kayak owner. Any canoe/kayak left at the dry storage for longer than 6 months will be removed and disposed of by the District.

Power Boat Launch/Ramp: This launch is for Members (who have purchased a key) and their Guests only. Keys are available for purchase at the Clubhouse during regular business hours. They are limited to 25 horsepower motors and 18' maximum length vessels or watercraft. Jet skis are prohibited from utilizing the power boat launch/ramp. Anyone using the power boat launch/ramp must adhere to the posted "No Wake" zones.

and

Canoe/Kayak Launch. This launch is for the use of Members and their Guests only. Only "experienced paddlers" to put-in or take-out at this launch; no motors of any kind; (there is a free public canoe/kayak launch in the River Place Public Park where "experience" is not required).

Fees and policies are subject to change in accordance with Sections 190.011(5) and 190.035, Florida Statutes, as amended from time to time, by action of the River Place on the St. Lucie CDD Board of Supervisors.

For additional information please contact the Clubhouse Manager at the River Place Plantation Clubhouse, by visiting the Clubhouse during regular business hours or by email or telephone as designated and updated on the District website.

- 6) IMPORTANT RE: RENTALS: Any infractions of the River Place Rules, the Plantation House Rental Policies and Procedures, or the applicable Rental Agreement, or disturbances created as a result of the function or event, may result in forfeiture of all or a portion of the security deposit and will require the Renter to appear before the Board for approval of any future reservations. The Board, acting on its own or through its Clubhouse Manager, has the right to suspend the privileges of any Renter who has, in the opinion of the Board, abused the privilege to rent the facility or violated any term or provision of the River Place Rules, the Plantation House Rental Policies and Procedures, or the Rental 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 excess shall be owed to the District by the Renter, and the District has the right to pursue collection to recover the funds and the additional right to suspend Clubhouse and facility privileges in accordance with the River Place Rules.

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

This River Place Plantation House Rental Application and Rental Agreement (the "Agreement") is by and between River Place on the St. Lucie Community Development District (the "District") and the Renter (described below) who is further defined as a (check one): River Place Member , Annual Member , or General Public User .

This Agreement is for the Gathering Room of the Clubhouse, to be used for a private function or event in accordance with the River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, the Plantation House Rental Policies and Procedures, the Fee Schedule, and Cleaning & Usage Checklist, which documents are attached hereto and made a part thereof.

Renter: (print clearly) _____

Cell Phone: _____ Work Phone: _____

Renter's Address: _____

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

Purpose of Rental: _____

Number of people expected to attend this function: _____

Serving Food? Yes No If "Yes" state type (Potluck, Catered, Snacks):
(Note: The District reserves the right to establish and enforce a list of approved caterers)

Providing Music? Yes No If "Yes" state type (Live Band, Speakers, Karaoke, etc.):
(Note: If music can be heard outside of the Clubhouse by surrounding neighbors, it is too loud.)

Serving Alcohol? Yes No
*(Note: Alcohol is **not to be sold** on the premises at any time. Certificate of Insurance, and Licensing to be submitted by Renter.)*

All functions or events where alcohol is served require additional event liability insurance coverage (naming the River Place on the St. Lucie CDD, its officers, employees, and agents as additional insureds) in the minimum amount of One Hundred Thousand Dollars (\$100,000), which insurance may either be provided by the sponsor of the event or a licensed bartender/caterer. The sponsor of the private event/Renter shall be responsible ensuring that alcoholic beverages are distributed, poured, and consumed in accordance with applicable state and local laws. No alcoholic beverages distributed or served at the event shall be permitted outside of the approved function or event area at any time.

Any capitalized terms set forth herein but not specifically defined shall have the meaning ascribed to them

by the River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, as amended from time to time.

1. Application & Payment of Fees:

The Rental Fees and Deposit must accompany this complete, signed 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 checks. Shorter timeframes will require cashier's checks, certified checks, or money orders. Payments are made to: "River Place on the St. Lucie Community Development District".

2. Deposit Refund, Inspection:

- a. If the facility being rented is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of the River Place Rules, the Plantation House Rental Policies and Procedures, or the River Place Plantation House Facility Rental Application and Rental Agreement, as determined by the Managing Agent's inspection, the Deposit will be fully refunded. The Deposit, or remaining portion thereof, will be refunded by the District within thirty (30) days after the event.
- b. The Renter is responsible for repairing or replacing all Clubhouse Property and Clubhouse Facilities, indoors and outdoors, damaged or lost during the function or event. This responsibility shall remain in effect until the Managing Agent completes its portion of the "Cleaning & Usage Checklist" inspection.
- c. The Renter is responsible for removing all trash, decorations, personal items, etc., from the premises immediately following the function or event. Charges for unacceptable conditions not listed in the cleaning checklist will be charged and assessed against the security deposit and Renter if they occur.

3. Additional Renter Responsibilities:

- a. The Renter making the reservation must be in attendance for the ENTIRE duration of the function or event and is responsible for the conduct, acts, and omissions of all agents, guests, and invitees or the Renter or otherwise in attendance at the function or event.
- b. At the discretion of the Managing Agent, Renters may be required to pay a reasonable hourly fee for a "facility monitor" or "police/traffic control monitor" during the hours of the function or event. The need for such a fee would be determined during the review process based on the nature of the event and the history of the Renter. Should a monitor be required, the Applicant will be notified prior to the Managing Agent accepting the facility engagement. At that time, the Renter would have the right to withdraw the Application for facility rental.
- c. Rental of the Gathering Room does not entitle the Renter or the Renter's guests and invitees to use or swim in the pool or use the spa, pool deck area, pool restrooms, or

fitness center.

- d. The portion of the facility to be rented is deemed "rented" when the Managing Agent is in receipt of the following:
 - i. A River Place Plantation House Rental Application and Rental Agreement ("Rental Agreement"), signed by a qualified applicant and by the Managing Agent.
 - ii. Two checks in the amount of: 1.) the deposit and 2.) the rental fee. Checks and money orders are made payable to: "River Place on the St. Lucie CDD." Cash may not be accepted under any circumstances. *(The rental fee and deposit must be received at least ten (10) days in advance of the function or event to allow time for bank clearance of the checks.)*
- e. Renter's access to the Clubhouse will be determined and scheduled by the Managing Agent. For each function or event, a pre-inspection and post inspection will be scheduled and performed by the Managing Agent.
- f. Prior to the Event: The Renter will have the opportunity to inspect the facility and note any damage, dirt, or issues with any of the surfaces, appliances, furnishings, etc. on the *Cleaning & Usage Checklist*. The Renter will sign the pre-inspection checklist and indicate the time and date of inspection. The Renter is expected to leave the Clubhouse Property and the Clubhouse facilities in the same condition. The Renter is encouraged to call the Managing Agent during the event if any issues arise which require immediate attention.
- g. Disqualification: The Renter or Applicant, a "Member" or "General Public User", must be 21 years of age or older to rent any portion of the Clubhouse or Clubhouse Facility. Such Renter may be denied rental for the following reasons:
 - i. History of damage to District Property, the Clubhouse or Clubhouse Facilities, negligence or willful disregard of the River Place Rules, the Plantation House Rental Policies and Procedures, a Rental Agreement, or any other policies, rules, or regulations of the District, or other River Place community infractions by the Renter or others who would be attending the function or event;
 - ii. The nature of the function or event may be disruptive to or compromise the integrity, peace, and enjoyment of the immediate neighborhood or be incompatible with the River Place community in general;
 - iii. The Renter or any Member of the household of the renter owes the District for damages to District Property, the Clubhouse Property, or Clubhouse Facilities; or
 - iv. Other reasons deemed substantial by the Board, the District Manager, the Clubhouse Manager, or the Board of Directors for River Place on the St. Lucie Property Owner's Association, Inc.
- h. Community Functions: River Place Community Functions can be hosted only by the District or the District in conjunction with POA. A River Place community function or activity, defined as a planned or spontaneous event open to any and all "River Place

Members" or "Members", does not require a rental fee or deposit. However, a contract signed by a responsible Member is required to ensure the Clubhouse is cleaned after use, and locked up properly, and said Member shall be responsible for any and all damages to the premises or furnishings therein.

- i. Decorations: No adhesive (of any type), tape, string, pins, hooks, nails, or tacks may be used on walls, ceilings, floors or furnishings anywhere in or around the Clubhouse. **Use of adhesives, tape, string, pins, hooks, tacks, etc., may result in loss of ENTIRE security deposit.**
- j. Facility Hours: The portion of the Clubhouse Facility being rented is available for private functions between the hours of 8:00 A.M. and 12:00 A.M. If access is needed for set up for the function or event earlier than the scheduled rental time, a 2-hour set up time can be arranged with the Managing Agent provided there is no conflicting function, event, or scheduled use. All evening functions and events must conclude and the Clubhouse be cleaned and vacated no later than 12:00 A.M. or the scheduled end time as set forth in the Rental Agreement, whichever is earlier.
- k. Non-rental Holidays: Reservations will not be taken for private functions on the following holidays in order to make the facilities available for Members as a group: New Year's Eve and any other holiday as determined by the Board or as requested by the Board of Directors of the POA and approved by the Board.
- l. Locking the Facility: The Clubhouse must be locked, including all doors and windows, when departing. Failure to lock the facility may result in forfeiture of the entire deposit. Lights and fans must be turned off.
- m. Alcohol Sales: Under no circumstances shall alcohol be sold at any function or event. Additional event liability insurance coverage (naming the River Place on the St. Lucie CDD, its officers, employees, and agents as additional insureds) in the minimum amount of One Hundred Thousand Dollars (\$100,000) will be required for any events that are approved to serve alcoholic beverages, which insurance may either be provided by the sponsor of the event or a licensed bartender/caterer. The sponsor of the private event/Renter shall be responsible ensuring that alcoholic beverages are distributed, poured, and consumed in accordance with applicable state and local laws. No alcoholic beverages distributed or served at the event shall be permitted outside of the approved function or event area at any time.
- n. Smoking: Smoking, vaping, and smokeless tobacco are prohibited in River Place facilities and premises at any time. Failure to adhere to this rule **may result in forfeiture of ENTIRE security deposit.**
- o. After the Function: The Renter is responsible for removing of all trash from the premises and properly disposing of it in specific bins as directed by the Managing Agent. Failure to do **so may result in the forfeiture of all or part of the security deposit.**
- p. Clean-up & Inspection: All decorations, personal items, food, trash, etc., that were brought to

the Clubhouse by the Renter or guests to the function or event shall be removed at the conclusion of the function or event. All furniture must be left in its original place prior to the rental. The Renter should carefully inspect the premises. The Renter should note on the "*Cleaning & Usage Checklist*" any missing, soiled, or damaged items, other than those already inventoried and noted. After the function and following the cleanup of the facility, the Renter must leave a copy of the checklist (with notations) on the kitchen countertop. The Managing Agent is responsible for checkout after the function and will review the checklist, inspect the facility, and process the deposit refund.

- q. Security Deposit Refund: Security Deposit refunds, in whole or in part, will be returned by mail once the completed inspection report from the Managing Agent has been received by the District Manager. If the facility that was rented was left in its original condition, no damage or loss has occurred, and there have been no infractions of facility usage rules, the total deposit will be refunded.
 - r. Parking: All vehicles (including, but not limited to, cars, trucks, motorcycles, golf carts, bicycles) must be parked in designated parking areas or parking lots. Vehicles shall not be parked on the driveway of the front entrance to the building, except for loading and unloading with a driver in attendance of the vehicle. Absolutely **NO PARKING** is permitted on Lazy River Parkway, on or over curbs, sidewalks, or grass within the road rights-of-way, or in any way that blocks the normal flow of pedestrian or vehicular traffic. **Improperly parked vehicles will be subject to immediate towing or booting at the vehicle owner's expense.**
 - s. Dogs and all other pets (with the exception of "service animals") assisting a Member or Guest or "service animals in training" as defined by Florida law (Section 413.08, Florida Statutes) are not permitted anywhere on or within the Clubhouse Facilities.
 - t. Renters and/or guests are absolutely NOT allowed in the swimming pool, pool deck or restrooms, spa, or Fitness Center areas prior to, during, or after a function or event.
4. **Defined Terms.** Any capitalized terms set forth in this Agreement but not specifically defined herein shall have the meaning ascribed to them by the River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, as amended from time to time.

Note: Any infractions of the River Place Rules, the Plantation House Rental Policies and Procedures, or Rental Agreement, or disturbances created as a result of the function or event, may result in forfeiture of all or a portion of the security deposit and will require the Renter to appear before the Board for approval of any future reservations. The Board, acting on its own or through its Clubhouse Manager, has the right to suspend the privileges of any Renter who has, in the opinion of the Board, abused the privilege to rent the facility or violated any term or provision of the River Place Rules, the Plantation House Rental Policies and Procedures, or the Rental 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 excess shall be owed to the District by the Renter, and the District has the right to pursue collection to recover the funds and the additional right to suspend Clubhouse privileges in accordance with the River Place Rules.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Clubhouse Property and Clubhouse Facilities which may occur as a result of this rental function or event.

This AGREEMENT entered on (date): _____

Signature of RENTER: _____

Print name of RENTER: _____ *Photo ID is required; one or two forms of state-issued ID may be required by Managing Agent.*

If a RENTER is a corporation or other business entity authorized to do business in the State of Florida, print name and title of individual signing as RENTER: _____

Name of Managing Agent: _____

Signature _____

Copy of Renter's Photo ID attached:

Copies of 2 separate checks attached:

Copy of Licensing/Certificate of Insurance (if alcohol served):

River Place on the St. Lucie Community Development District
Incident Report

Date of Incident: _____ **Time of Incident:** _____ (am/pm)

Party(ies) Involved: _____ **Sex:** Male/Female

Is this person 18 years or older? Yes/No

If not, name of Parent or Guardian: _____

Physical Address: _____

Mailing Address (if different): _____

Was local law enforcement called? Yes/No **Report #:** _____

Description of what happened (include location):

Names, phone numbers, and addresses of witnesses of the incident:

Immediately Suspended? Yes/No

If yes, the reason:

Recommendation/Suspension:

Name of Person writing this report: _____

Phone Number of Person writing this report: _____

Signature of Person writing this report: _____

Date: _____

River Place on the St. Lucie Community Development District
RV/Storage Lot Rental Agreement

River Place on the St. Lucie Community Development District 10 x 20 Space _____
10 x 26 Space _____

Tenant's Name _____

River Place User _____ General Public User _____

Home Address Zip Code _____

Home Phone _____ Work Phone _____

Cell Phone _____ Email _____

Property Tenant intends to store {the "Property"}

Description (make/model/year) _____

State Registration _____

Length _____ Width _____ including trailer, if there are any. Height _____

Color _____ Vessel Reg. # _____ Tag# _____

Commercial message (if painted on the vehicle or sign attached) _____

1. Term of Rental Agreement.

The Term of this Agreement shall commence on the first (1st) day of _____ 20__,

and terminate on the last day of _____ 20__.

Occupancy shall commence on _____ 20__.

The minimum term for an Agreement is one (1) month. All Agreements commence on the first (1st) day of the month and terminate on the last day of the month at the conclusion of the Agreement Term. Occupancy for any partial month before or after the Agreement Term above defined shall be based on a pro-rated, per diem, share of the monthly rental fee. All terms and conditions of the Agreement shall also apply to per diem occupancy periods extending before or after the above defined Term of the Rental Agreement.

2. Deposit and Rental Fee.

Monthly Rental Fee \$ _____ Total Rental Fee Agreement Term \$ _____

3. Rental Fee Schedule.

River Place User \$55.00 Monthly Rental Fee (up to 20 feet)
\$66.00 Monthly Rental Fee (greater than 20 feet and less than 25 feet)

General Public User \$250 Monthly Rental Fee (up to 20 feet)



\$300 Monthly Rental Fee (greater than 20 feet and less than 25 feet)

Deposit - the deposit shall be in an amount equal to three (3) months of the Rental Fee

4. Use and Compliance.

(a) The space named herein is to be used by the Tenant solely for the purpose of storing the pre-approved personal Property used for extra vehicular or recreational purposes belonging to the Tenant. The Tenant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, and hazardous or pollutant materials, improperly packed food or, perishable goods, or any other goods in the space which would cause danger or nuisance to the space or surrounding area. The Tenant agrees that the Property and the storage area or space will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Tenant agrees not to commit waste, nor to create a nuisance, nor alter, or affix signs on the space, and will keep the space in good condition during the term of the Agreement. There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. If hazardous substances are stored, used, generated or disposed of on any portion of the River Place on the St. Lucie premises, or if any portion of the premises becomes contaminated as a result of the Tenant's negligent or intentional acts or omissions, Tenant shall indemnify and hold harmless the River Place on the St. Lucie Community Development District (the "District"), the River Place on the St. Lucie Owners Association, Inc. (the "Association"), and their respective officers, employees, and agents from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising out of or in any way connected to such contamination.

(b) Tenant agrees not to conduct any business out of the storage space or storage area, and further agrees that the space is not to be used for any type of workshop, for any type of repairs, or any sales, renovations, decorations, painting or other contracting in this space unless given written permission by the District, violation of the prohibitions in this article shall be deemed a default and shall be grounds for immediate termination of the Agreement and shall cancel Tenant's right of occupancy. Tenant agrees to hold the District, the Association, and their respective officers, employees, and agents, as well as other Tenants and third parties harmless and agrees to indemnify, save, and defend such persons from any loss resulting from the violation of this provision.

5. Security. Tenants use the self-service extra vehicular storage area with the understanding that there is a common, locked entry gate with a key. Each tenant in the storage area is in possession of a print of the same key. There is no night lighting, cameras, or security provided in the storage area. The stalls are open to weather elements and accessible by other Tenants. A chain link fence and locked gate are provided. The lock on the entry gate will retain the key inserted until the lock is again closed and the key thereby released.

6. Tenants Store Personal Property at Their Own Risk. Tenants use the self-service storage area at their own risk and assume any and all responsibility for damaging property of the District or any other Tenant. Neither the District nor the Association shall be responsible for any loss or damage to the Property in the storage area or rental space or any damages that arise out of the Tenant's use of the storage area. Tenant expressly waives any claim against District due to damage to Tenant's personal property while being stored on District premises.

7. Insurance is the Tenant's Responsibility. The District does not provide insurance coverage on the Property or any other personal property in the storage area. Tenant, at Tenant's expense, shall secure its own insurance to protect itself and its property against all perils of whatsoever nature. The Tenant shall provide proof of insurance acceptable to the District for the Tenant's property in the self-storage area prior to the commencement of the Rental Agreement and any renewal thereof. If the Tenant elects to "self-insure", the Tenant personally assumes all risk of loss or damage.

8. Waiver of Jury Trial. The District and the Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either the District against the Tenant, or Tenant against the District on any matter arising out of or in any way connected with this rental Agreement, Tenant's use or occupancy of the storage space, or any claim of bodily injury or property loss or damage or the enforcement of any remedy under any law, statute or regulation.

9. Abandonment. Without limiting the right of the District to conclude for other reasons that Tenant has abandoned the rental space and the Tenant's Property located in or on the District storage lot, Tenant agrees that the District may conclusively deem an abandonment by Tenant of the District storage lot, the Property and all other personal property in or on the District storage lot to have occurred should Tenant fail to notify the District in writing of Tenant's intention not to abandon the District storage lot and the Property therein within five (5) days following District's written notice of belief of abandonment, which notice may be given and shall be deemed to be effective as provided with respect to "Notice" as defined in paragraph 9 if this Rental Agreement. The parties agree that Abandonment can be presumed by the District should the Tenant's Property at the storage lot fail to have a current and valid state registration tag.

10. Notices. Any written notices or demands required or permitted to be given under the terms of this Rental Agreement shall be given by deposit in the United States mail, first class with postage thereon fully prepaid and addressed, and in the case of the District, to the business address of the Property Manager and in the case of Tenant to the address specified by Tenant pursuant to this Rental Agreement as Tenant's "Home Address". Service of any notice or demand required or permitted under the terms of the Rental Agreement to be given to Tenant shall be deemed complete on the date of deposit in the United States mail.

11. Termination and Renewal. This Rental Agreement shall automatically renew at the conclusion of any rental Term consisting of two (2) months or longer in duration, provided that the Tenant is current with all rental payments. Thirty (30) days prior to the expiration of the Rental Term, the Tenant must notify the Property Manager for the *District*, in writing, of the Tenant's intention to cancel this Agreement at the end of the Term.

12. Rental Payments and Late Fee Penalty. a) Rent is due, in the business office of the Property Manager for the District, on or by the first (1st) day of each month during the Term of this Agreement. b) Checks returned due to "Insufficient Funds" will not be re-deposited. In such event, the Tenant shall be required to provide a money order or cashier's check to replace the returned insufficient funds check for the amount of the rent due plus a \$25 "Returned Check Charge". c) Late payments charges schedule: 10th day late fee of \$10; 20th day late fee of \$20; 35th day Lien sale fee of \$50. d) In the event the Tenant refuses to give up possession of the premises and remove the Property therefrom at the end of the Agreement Term, the Tenant shall be obligated to pay double the rental fee for such period. e) Upon a storage space being deemed "Abandoned" pursuant to Paragraph 8 of this Agreement, the Property Manager for the District shall confiscate and sell or discard the Property and any items in the storage space. In the event the Property and any items are sold, the costs of sale, disposal, legal, administrative, and hauling expenses and other monies due the District in connection with this Rental Agreement shall be deducted from the proceeds and the balance, if there be any, shall be refunded to the Tenant.

13. Key Deposit. A Key Deposit of **\$100** shall be refunded by the District within thirty (30) days following the return of the key by the Tenant to the Property Manager for the District, provided no other outstanding monies are due the District by the Tenant under the Terms and Conditions of this Rental Agreement. Tenant hereby forfeits the Key Deposit should the District deem the storage space to be "Abandoned" as provided in Paragraphs 8 and 11 of this Rental Agreement.

Tenant acknowledges that he/she has read, is familiar with and agrees to all of the provisions of this Agreement. This Agreement specifically incorporates by reference Sections 83.801 – 83.809, Florida Statutes, which is the "Self-Storage Facility Act".

Tenant Signature _____ Date _____

Driver's License _____ Expires _____

Approval of Property Manager for the District _____ Date _____

Property Manager for the River Place on the St. Lucie Community Development District:
Governmental Management Services - South Florida
5385 N Nob Hill Rd, Sunrise, FL 33351, Office: (954) 721-8681

Checks MUST be payable to: River Place on the St. Lucie CDD

Location for your bill/rent payment check to be delivered to is to River Place Office Drop Box

Rental Coordinator: Matthew Hans
Phone: (954) 721-8681 Ext. 225
[EMAIL: Mhans@gmsf.com](mailto:Mhans@gmsf.com)