

**ZELLWOOD STATION CO-OP, INC.
RECREATIONAL FACILITY USE AGREEMENT**

THIS AGREEMENT is entered into by and between ZELLWOOD STATION CO-OP, INC. ("Co-op") and _____ ("User").

The User is hereby granted the exclusive use of the following Co-op owned property ("Rental Premises"). (Used only for non-Residents Users)

Please check all that apply:

- Whistle Stop Restaurant/Lounge
- Community Room
- Clubhouse Patio

The User hereby agrees to rent the Rental Premises on the following date: _____, 20__ from _____ A.M./P.M. to _____ A.M./P.M., which shall include setup and takedown time ("Event") subject to the following conditions which have been acknowledged and agreed to by the parties, as follows:

1. As consideration for such exclusive use of the Rental Premises, the User agrees to pay Co-op the sum of \$_____.00 ("Rental Fee"). This amount constitutes a non-refundable fee to the Co-op for said use of the Rental Premises. **There is no Rental Fee for a Shareholder.** In addition, User shall pay \$_____.00 as a security deposit, which shall serve to protect against damages to the Rental Premises and any other property owned by Co-op. The Rental Fee and security deposit shall be due at the time of executing this Agreement.

2. The security deposit will be refunded to User, in full, unless in the sole discretion of the Board of Directors of the Co-op ("Board"), it is determined that damages have been caused to the Rental Premises or if the Rental Premises are not left in a reasonably clean condition, in which case the Board will apply the security deposit monies toward the restoration, cleaning, or repair of the Rental Premises. Said security deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the Rental Premises and/or any other property owned by Co-op were to exceed the security deposit amount.

3. User hereby agrees to abide by and conform to all Rules and Regulations of the Co-op (as may be promulgated from time to time), and with all the provisions of the Co-op's Governing Documents. In addition, User specifically agrees to the following:

- A. No more than _____ persons shall be permitted in or around the Rental Premises in connection with the exclusive use granted herein;

- B. No modification and/or alterations shall be permitted to the Rental Premises and no decorations can be pasted, tacked or nailed to walls without prior authorization of the Co-op's Management staff;
- C. User is solely responsible for "clean up" of the Rental Premises after the period of use. Rental Premises must be restored to its original condition immediately after use of the Rental Premises, including but not limited to, removing all garbage from the Rental Premises, putting furniture back in place, sweeping the floors, etc. The Co-op agrees to conduct a "walk through" of the Rental Premises with the User prior to the use for the purposes of determining the original condition;
- D. Reservations must be made through the Co-op's Management staff;
- E. User shall not bring in any alcohol onto the Rental Premises unless otherwise authorized by Management, If the Whistle Stop Restaurant/Lounge is rented, the User will be required to use the Restaurant /Lounge staff and purchase food and drink from the Restaurant/Lounge;
- F. User shall not sell any alcoholic beverages while on the Rental Premises;
- G. Set up for the Event must be performed on the same day as the Event unless otherwise approved in writing by Co-op's Management staff;
- H. User shall not store any items on the Rental Premises without prior written approval of the Co-op's Management staff;
- I. User shall completely vacate the Rental Premises within sixty (60) minutes following the conclusion of the Event;

4. User shall not injure, nor mar, or in any manner deface the Rental Premises and shall not cause or permit anything to be done whereby the Rental Premises shall be in any manner injured, marred or defaced. If said Rental Premises, during the term of this Agreement, shall be damaged by the act, default or negligence of the User, or of any of the User's family members, guests, agents, vendors or any persons admitted to Rental Premises on User's behalf, User shall pay to Co-op upon demand such sum as shall be necessary to restore the Rental Premises to its Pre-Event condition. User hereby agrees to assume all responsibility for insurance respecting the Rental Premises during use under this Agreement and to assert no claim of coverage under any insurance policy of Co-op during the period of such use. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder.

5. User will comply with all laws of the United States, the State of Florida, all ordinances of Orange County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of User's use of the Rental Premises.

6. The Co-op may elect to institute suit against the User to enforce the payment of any sums due hereunder. Such sums if not paid when due shall bear interest from the due date until paid at the maximum rate as allowed by law until such sums are all paid in full. Nothing in this Agreement in any way limits the Co-op's remedies with respect to the enforcement of this Agreement.

7. User shall be responsible for any attorneys' fees and costs incurred by Co-op in enforcing any of the provisions of this Agreement, including pre-litigation attorneys' fees and costs.

8. User may not assign his/her right or interest under this Agreement.

9. User agrees that the validity, interpretation, construction and effect of this Agreement shall be governed by and construed in accordance with Florida law. Further, Orange County, Florida, shall be proper venue for any litigation involving this Agreement.

10. If any portion of this Agreement shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Agreement shall remain in full force and effect and the offending provision or provisions severed.

11. This Agreement remains in effect through and after the Event with no expiration date.

12. This Agreement shall be legally binding on the User and his/her family, spouse, guests, estate, heirs, executors, administrators, assigns, and personal representatives.

13. User hereby agrees to hold Co-op, its officers, directors, employees, Management staff and Members (collectively referred to as the "Indemnified Parties") harmless and to indemnify them against any liability for personal injury and property damage that may arise or accrue by reason of the use of the Rental Premises by User, his/her family, guests, agents, vendors and other invitees of the Rental Premises. User hereby expressly releases, indemnifies and holds the Indemnified Parties harmless from any and all claims, demands, suits, judgments, actions, causes of actions, debts, sums of money or accounts arising from the use of the Rental Premises. This shall include but not be limited to any claims for loss, damage, property damage, bodily injury or death which may be sustained by User, his/her family, guests, agents, vendors and other invitees. User understands and agrees that the use of the Rental Premises described herein is at his/her own risk.

14. In the event User, his/her family, guests, agents, vendors and other invitees provide (as authorized by this agreement) or permit the use of alcoholic beverages, during the use of the Rental Premises, User agrees to ensure that alcoholic beverages are consumed responsibly and not to serve alcohol to any individual under the age of twenty-one (21). User further agrees to accept and assume full responsibility and liability for the provision and consumption of alcoholic beverages by User, his/her family, guests, agents, vendors and other invitees during the use of the Rental Premises, and expressly releases,

indemnifies and holds the Indemnified Parties harmless from any and all claims, demands, suits, judgments, actions, causes of actions, debts, sums of money or accounts arising from the provision and consumption of any alcoholic beverages, and for any loss, damage, property damage, personal injury or death, which may be sustained by User, his family, guests, agents, vendors and other invitees agents occasioned by or related to the use of alcoholic beverages.

I, THE UNDERSIGNED USER, HAVE READ THE FOREGOING TERMS AND CONDITIONS AS WELL AS THE RULES AND REGULATIONS REGARDING RENTAL AND/OR USE OF THE RENTAL PREMISES AND SPECIFICALLY AGREE TO BE BOUND BY SAME, I FIND THIS AGREEMENT FAIR AND REASONABLE AND CONSENT AND AGREE TO THE FOREGOING TERMS:

DATE

"USER"

USER PRINT NAME

THE UNDERSIGNED, ON BEHALF OF THE BOARD OF DIRECTORS OF ZELLWOOD CO-OP, INC., CONSENTS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS:

DATE

FOR THE BOARD OF DIRECTORS

PRINT NAME AND TITLE

ACTIVE: 2931723_1