

****PLEASE DO NOT FILL IN THE REQUESTED TIME OR DATE ON THIS FORM.
YOU MUST COME TO THE OFFICE, IN PERSON, WITH THE REQUIRED PAYMENTS TO
RESERVE A DATE AND TIME. WE CANNOT ACCEPT TELEPHONE RESERVATIONS.**

SMITH FARM MASTER ASSOCIATION, INC.
6595 Smith Farm Blvd. Lake Worth, Florida 33467

SMITH FARM PARK FACILITY USE AGREEMENT

2-4 hour Pavilion Rental on Saturdays & Sundays ONLY!
*(4 hour Maximum.) \$100.00 fee plus a \$100.00 Refundable Deposit
8:30 am-7: 30 pm on Saturdays & Sundays.
NO PARTIES AFTER PARK HOURS.

*YOU MUST be a SMITH FARM RESIDENT to rent the Pavilion. Photo ID required. (*You must reserve the facilities for any groups over 10.) Other residents permitted to enter to purchase soda & snacks, you are renting only the Pavilion, not the entire Park!
Please Print All Information

Name of Homeowner(s): _____ Today's Date: __/__/200__
Street Address: _____ Village: _____
Day Phone: _____ Evening Phone: _____ E-mail _____

**Requested Day of Event: _____ **Requested Date of Event: __/__/200__
Requested Arrival Time: __: __ AM / PM Departure Time: __: __ AM/ PM
(This includes your set up time) (This includes your clean up time)
Facilities Requested: (Please mark all facilities you intend to use)

| CHECK HERE | FACILITY USE | USE RESTRICTIONS |
|------------|-----------------------|--|
| _____ | Park Pavilion | 10 tables, 40 chairs |
| _____ | Main Pool Area | *Adult supervision mandatory at the pool at all times that children are in the pool. |
| _____ | Basketball Courts | 1 Court Only |
| _____ | Tennis Courts | 2 Courts Only |
| _____ | Racquetball Courts | 1 Court Only |
| _____ | Softball Field/Soccer | 2 Hours |
| _____ | Playground Ages | 12 & Under |
| _____ | Kiddie Pool Area | 1 Hour Limit |

*Photo ID MUST be presented prior to approval of Pavilion rental.
"Proof of residency at Smith Farm Community) i.e.: FPL bill, Cable bill, etc.

Number of Persons Attending: _____ (40 Maximum)

*I understand that I am responsible for my guest's entrance to the Park and for their conduct.
This means I will let guests in with my ACCESS CARD.

Description of Event: _____ i.e.: Birthday party.

Specific Activities planned:(Please list)

Are you requesting permission for outside equipment to be brought in for the party? (Party rental equipment, Catering Services, DJ, Clown, Entertainment.)
If yes, please list the type(s) of services you are expecting below.

NO PETS OR PETTING ZOOS ARE ALLOWED IN THE PARK.

Because of liability issues, most forms of portable entertainment equipment are prohibited from being used in the park. This includes, but is not limited to slides, bounce houses, rock climbs, trains and carnival rides. Please ask us before you plan on any type of entertainment or amusement. Any entertainers hired for your party must have appropriate licensing and insurance.

**ATTENTION:
DO NOT TIE BALLOONS TO PAVILION FANS
YOU WILL CAUSE DAMAGE THAT YOU WILL BE RESPONSIBLE FOR!!!
HOMEOWNER MUST PROVIDE PROOF OF HOMEOWNER'S INSURANCE SHOWING
COVERAGE FOR PAVILION USE**

1. I/We agree to be held responsible for **any damages**, howsoever caused to the Smith Farm Park facilities (the "Facilities") caused by me/us and my/our guests or the invitees or any injuries suffered by me/us and/or my/our invitees and further more agree to indemnify and hold harmless Dickinson Management, Inc., Smith Farm Master Association, Inc., and their staff for any claim resulting from such damage or any injury arising as a result of occurrences connected with my/our use of the Facilities.
2. I/We agree to be held responsible for **any loss or damage to any personal items** brought by me/us and/or my/our guests or invitees to the Facilities. Furthermore, I/we agree to indemnify and hold harmless Dickinson Management, Inc., Smith Farm Master Association and their staff for any claim resulting from such loss or damage arising as a result of occurrences connected with my/our use of the Facilities.
3. Attached to this Agreement is a **\$100.00 deposit** in the form of a **CHECK** or **MONEY ORDER** (NO CASH), made payable to Smith Farm Master Association, Inc. This deposit, which may be used to cover costs incurred as a result of **any damages or insufficient clean-up**, will be returned no later than 15 days after an inspection reveals that the Facilities are in good order. The measure of clean-up requirements or damage shall be calculated solely by Smith Farm Master Association, Inc. (*Should damages or clean-up requirements exceed this \$100.00 deposit amount, the balance will be charged to me/us as an Individual Assessment on my/our lot as provided for in Article 6.5 of the Declaration of Covenants Restrictions and Easement for Smith Farm and any other applicable documents).
4. Also attached is an **administrative fee** of **\$100.00** for facilities rental. Facilities can only be rented a maximum of 4 hours. Payments are accepted in the form of a separate check or money order (NO CASH) made payable to Smith Farm Master Association, Inc. I/We understand that **this administrative fee is non-refundable under any circumstances** including, but not limited to cancellation under 24 hours prior to scheduled party time, or termination of the event for any reason, including inclement weather.
5. Also attached is Proof of Homeowner's Insurance showing coverage for the Pavilion.
6. I/We agree to clean the Facilities immediately after this event and restore them to their normal tidy state. I/We further agree to remove from the Facilities and **properly dispose of ALL trash to dumpster**, generated by the event in the provided waste receptacles. I/We agree to **sweep the floor & wipe the tables**, and **hose off the pavilion** (if necessary) with the tools the Park staff supplies me/us.
7. *The **Park Staff will inspect** along with me/us to determine if my/our **Deposit check** will be refunded or not due to improper clean up or violation of rules of Facility.
8. **Decorations** may be permitted and placed inside the pavilion, providing they are affixed only by **string or masking tape. Be careful with helium balloons - with the fans!** *(In the event that a Piñata will be used, a hook has been placed from the ceiling for your convenience, you must provide your own string, and a stick to hit the Piñata with, the Park staff will provide the ladder.) Any remnants from a Piñata are your responsibility to clean up including, but not limited to, all small pieces, confetti, candy and gum.
9. I/We hereby certify that the **Facilities will not be used** for any of the following stated reasons: **political, religious** (this includes weddings), or **commercial purposes or for secret society or illegal activities**. I/We certify that the Facilities will not be used in a manner as to create a hazard or nuisance to the Facilities, and/or to the residents, and/or guests of the community or the park, and/or pool guests, and understand that **Smith Farm Master Association, Inc.** and its representatives *reserve the right to cancel or terminate this event* if, in its sole opinion, such a hazard or nuisance exists or will exist, or the **violation of the rules and regulations of the Park**.
10. I/We understand that **this agreement does not grant me/us the exclusive right to use ALL of the Park facilities, it is a Park open to ALL Smith Farm Residents & their guests. I/We have read and understand the use restrictions placed on any facility for which I/we have requested use.**
10. I/We understand that I/We will be **responsible for my/our guests and invitees compliance with ALL RULES and REGULATIONS** governing the use of the Facilities. I understand that rules related specifically to a facility will take precedence over any agreement guidelines stated herein.

Homeowners Initials _____ SMITH FARM PARK FACILITY USE AGREEMENT Page 3 of 4

I/We understand that in order to use the Facilities I/We **MUST** adhere to **ALL PARK RULES** as stated below:

PARK HOURS: Monday-Thursday 7 am - 9:30 pm & Friday 7 am - 8 pm , Saturday & Sunday 8 am - 8 pm .
(Parties MUST be held within these stated Park Hours of operation.)
(No Parties during Holidays or Prior Weekend)

POOL HOURS: 8 am - DUSK *(½ hour prior to sunset). **NO EXCEPTIONS.** *The Park staff **MUST** enforce these hours due to the regulations for lighting as specified in subsection 64E-9.006(2) c through the Florida Health Department.

STRICTLY PROHIBITED: NO EXCEPTIONS!

- A) **ALCOHOL** (Alcoholic foods and/or beverages)
- B) **Glass** objects of any kind (Due to closeness of Pool)
- C) **Grills** of any kind (Fire hazard in the pavilion)
- D) **Illegal substances** (Drugs of any sort)
- E) **Smoking** inside the Park - (Outside gated area permitted)
- F) **Pets/Animals** of any size or breed - (Unless with a Magician)
- G) **MUSIC** permitted if kept at a level not disturbing to others

FAILURE TO ADHERE TO RULES & REGULATIONS:

*Will result in an additional administrative fee at the rate of \$10 for every ½ hour over the agreed upon time herein.

*In the event that rules, policies and procedures are not adhered to, the following occurrences will take place:

- A) Verbal Warning (at time of infraction)
- B) 2nd Verbal Warning & explanation of cancellation of contract.
- C) Cancellation & termination of contract and use of facilities.

HOLIDAY HOURS: AS POSTED or CHECK WITH PARK STAFF, Channel 63, or WWW.SMITHFARM.ORG

***I/We understand that this Agreement shall not be effective until approved by the Smith Farm Master Association, Inc.**

| | | |
|---------------------------|--------------|-------------|
| Resident Signature | Print | Date |
| SF Staff Signature | Print | Date |

CHECK PAYMENTS: Administrative Fee Check: # _____

Deposit Check: # _____

Thank you for choosing Smith Farm Park for your party location!

SMITH FARM PARK RULES AND REGULATIONS

HOURS OF OPERATION

PARK: Monday - Thursday: 7 AM - 9:30 PM, Friday: 7 AM – 8 PM, Saturday and Sunday: 8 AM – 8 PM

FITNESS CENTER: Monday - Thursday: AM - 9:30 PM, Friday: 7 AM – 8 PM , Saturday and Sunday: 8 AM – 8 PM

POOL AND SPA: 7 AM (8 AM Weekends) to Dusk* (State Law)

SATELLITE POOL: 8 AM to Dusk* (State Law)

*Dusk is ½ Hour prior to sunset

HOLIDAYS: Check With Park Staff, Channel 63 or WWW.SMITHFARM.ORG

PARK RULES AND REGULATIONS

Just a few, to make your Park a safer place

- 1) Residents (or their guests) will not be permitted into the park without proper access card or a Photo ID stating that you are a current resident of Smith Farm.
- 2) Children must be at least 16 years old or older or accompanied by an adult (over 18) to enter the gated pool area.
- 3) No alcohol permitted on the Park grounds.
- 4) No skateboards, scooters, roller blades in the parking area or inside the gated pool area.
- 5) No bicycles allowed inside the gated pool area.
- 5) Park hours are strictly enforced.
- 6) No Pets allowed at the Park.
- 7) No Smoking anywhere inside the Park. (Smokers must use receptacles outside entrance gates.)

Pool

- 1) No Lifeguard on duty, swim at your own risk.
- 2) All Persons MUST shower before entering the pool. Lotion and oil buildup will result in mechanical failures and closures.
- 3) Parents: No diapers allowed in the pool. Only "swimmie diapers", plastic or rubber pants are permitted.
- 4) No diving at all.
- 5) No running, horseplay, or ball playing in pool or on pool deck
- 6) Lap lanes are for lap swimming only. No toys or playing is allowed in lap lanes. No playing with or sitting on ropes allowed.
- 7) Anyone under 16 must be supervised by a responsible adult over 18 years old!

POOL TOYS

- 1) To prevent accidental injury to our guests, the only balls permitted in the pool are inflatable beach balls. Noodles and small rafts permitted if pool is not too busy – Staff judgement call
- 2) Pool toys are no longer provided by the Park.

JACUZZI

- 1) No one under **18** is allowed in the Jacuzzi.
- 2) For health reasons a 20-minute time limit is mandatory.
- 3) Pregnant women, and persons suffering from heart disease, diabetes, high or low blood pressure should not use the Jacuzzi without prior medical consent.

FITNESS CENTER

- 1) Anyone using the Fitness Center does so at their own risk.
- 2) Residents only.
- 3) For safety reasons no one under **16** is permitted in the fitness center. Young children cannot remain in the fitness center during your workout. This includes children in strollers.
- 4) Equipment should be wiped down after use - a spray bottle of cleaner and paper towels is provided for you. Please bring your own hand towel to wipe off equipment during use.
- 5) Please reset any electronic equipment after use (treadmills, cross trainers, bicycles)
- 6) There is a half hour time limit on all aerobics equipment when others are waiting. Please be courteous.

- 7) No SWIM SUITS or SANDALS! Appropriate tennis shoes and a shirt are required at all times.
- 8) No food or beverages other than water.

AS ALWAYS, CONSULT YOUR DOCTOR BEFORE STARTING AN EXERCISE PROGRAM. STOP EXERCISING IF YOU FEEL CHEST PAIN, DIZZINESS OR SHORTNESS OF BREATH.

BASKETBALL COURTS

Basketball court lights go on at dusk and automatically go off 15 minutes after the park closes. (Monday through Thursday - 9:30 PM and Friday, Saturday and Sunday – 8 PM).

TENNIS COURTS

Tennis court lights are turned on only when the courts are being used and automatically go off 15 minutes after the park closes. (Monday through Thursday - 9:30 PM and Friday, Saturday and Sunday – 8 PM).

*You need to present a valid drivers license to have the tennis lights turned on after dark.

PARKING

No Parking is allowed in the Circle in Front of the Building

PURCHASES AND EVENTS PAYMENTS

We ONLY accept CHECKS as payment for cards, and recreation events.

If you need to purchase additional *Gate Cards (\$15), Bar Codes (\$10), Change Your Resident Information or Guest List, or get a Facility Use Agreement to Rent The Pavilion you can get the appropriate forms at the Park office or you can download them from our website at www.smithfarm.org.

Gate cards and Bar Codes, are available from the Park Office (Office hours 7:30AM – 5:00PM, Monday –Thursday) , 7:30AM – 4:00PM Friday) The office is closed on holidays

To get an ARC Form, you must stop by the Park Office during office hours.

*Cards will be replaced for malfunction due to manufacturers defects within 90 days of purchase.

**INDEMNIFICATION
AND
HOLD HARMLESS AGREEMENT**

THIS AGREEMENT (“Agreement”) is executed as of the ___day of_____,_____,
by Smith Farm Master Association, Inc., a Florida not for Profit Corporation, and
_____ (“User”), residing at
_____ Florida, _____.

RECITALS:

WHEREAS, Smith Farm Master Association, Inc. (the “Association”), allows User, and User’s guests and invitees (hereinafter collectively “Users”) to use the Smith Farm Clubhouse (“the Facilities”); and

WHEREAS, the Board of Directors of the Association realizes that the use of such Facilities by Users may result in harm and injury to persons and a possible increase of liability the Association; and

WHEREAS, User desires, notwithstanding possible risk of liability, that Users continue to be allowed the use of the Facilities; and

WHEREAS, User desires to protect the Association from any and all liability whatsoever arising out of the use of the Facilities by Users.

NOW THEREFORE, in consideration of the mutual promises, undertakings, and the covenants hereinafter set forth and in consideration of the sum of Ten Dollars (\$10.00), the receipt and adequacy of which are hereby acknowledged, User hereby represents the following:

1.**Release.** User does hereby remise, release, acquit and forever discharge the Association and its agents, representatives, insurers, successors, employees, owners, officers, directors and incorporators (collectively called the “Releasees”) from any and all causes of action, suits, debts, dues, damages, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises,

claims and demands of whatsoever kind or nature, in law or in equity, which Users ever had, now has or may claim to have against each and any of them, relating to the use of the Facilities by Users.

2. **Indemnification.** User agrees to indemnify, hold harmless, and, at the Association's option, defend or pay for an attorney selected by the Association to defend, the Releasees from and against any and all claims, loss, liability, cost or expense based upon or arising out of or otherwise in respect of the matters described in Section "1" above. Further, User covenants and agrees, at User's sole cost and expense, to indemnify, protect and save Releasees harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, attorneys' and experts' reasonable fees and disbursements) of any kind or of any nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Releasees and arising from or out of or in connection with the use of the Facilities by Users, including, without limitation, any and all claims from third parties, invitees, guests, and other persons seeking relief from damage sustained by any person or property arising from the use of the Facilities by Users, whether asserted directly against User or asserted against Releasees. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
3. User is fully aware of the risks involved and the hazards connected with the use of the Facilities by Users. User voluntarily assumes full responsibility for any risk of loss, property damage or personal injury, that may be sustained by Users, including, without limitation, any loss or damage to property owned by Users, as a result of being engaged in such activity, whether caused in whole or in part by the negligence of Association or otherwise.
4. In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the prevailing party in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable attorneys' fees and costs incurred in such action to interpret or to enforce the terms of this Agreement. Any such action shall be filed in a court of competent jurisdiction in Palm Beach County, Florida.

5. This Agreement shall be construed in accordance with the laws of the State of Florida.
6. In signing this Agreement, User acknowledges and represents that User has read the foregoing Hold Harmless and Indemnification Agreement, understands it and signs it voluntarily as User's own free act; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made; User is at least 18 years of age and fully competent; User executes this Agreement for full, adequate and complete consideration fully intending to be bound by same; and User acknowledges that User has had a full and adequate opportunity to have this Agreement reviewed by independent legal counsel or has waived such opportunity.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

SMITH FARM MASTER ASSOCIATION,
INC.

User's Signature

By: -----

Print

Name: Print Name: -----

Its: -----

Smith Farm Master Association
6595 Smith Farm Boulevard

Reservation for Pavilion Rental

I hereby request the use of the community pavilion on

From _____am / pm To _____am / pm

The nature of the activity will be _____

I assume full responsibility for the conduct of my guests and the condition of the pavilion at the end of the event.

Accompanying this request is the \$100.00 rental fee for four hours, and a \$ 100.00 cleaning / damage deposit. I agree that this deposit is refundable only to the extent that the cost of cleaning or damage after the event does not exceed the amount of the deposit. I agree to personally pay for any excess cost.

I agree that there will be no alcoholic beverages on the premises as stated in the contract.

I agree to hold Management and owner harmless against any and all liability as a result of my use of the pavilion as stated in the contract.

I acknowledge the right of Management to make any and all judgments regarding excessive noise and/or disturbances emitting from the pavilion.

Dated _____

Homeowner Signature_____

Lot # _____ Phone # _____

Emergency Phone # _____

Manager Signature _____ Date _____

Pavilion left in Satisfactory Condition _____

Pavilion left in Unsatisfactory Condition _____

Inspected by _____

Date _____