

Meadow Wood Farms Property Owner's Association

PARK PAVILION RESERVATION AGREEMENT

This Park Pavilion Reservation Agreement ("Agreement") is entered into on _____, by and between Meadow Wood Farms Property Owners Association, Inc. of P.O. Box 77-1896, Ocala, FL 34477 ("Owner") and _____ of _____, Florida _____ ("Pavilion User").

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Owner, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Pavilion User a license to use the Pavilion at Friendship Park ("Facility") for the _____ ("Event") to be held on _____. The Pavilion User must be a resident or property owner of Meadow Wood Farms, Ocala, Florida as a condition of this agreement.

DATES / TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at _____ on the date of the Event and will end at _____.

SECURITY DEPOSIT

In consideration of this agreement, Pavilion User shall deposit with Owner as a condition for the use of the Facility, the sum of \$50.00, Pavilion User shall deposit said sum with the Owner upon the execution of this Agreement. Said deposit will be returned to Pavilion User within 30 days following the event, less any amounts due for clean-up, trash removal, or property damage. If such costs exceed the deposit amount, Pavilion User shall be responsible for the entire excess amount as described in RESTORATION, below. The parties agree that this deposit is not required to be held in a segregated account by Owner.

INSURANCE

Pavilion User agrees that it shall, at its sole cost and expense, procure and maintain liability insurance (Homeowners, Commercial General Liability, or Special Event Insurance as applicable) in an amount not less than \$300,000. Such policies shall be carried with companies licensed to do business in the state of Florida, reasonably satisfactory to Owner and shall be non-cancellable and not subject to material change except after 30 days written notice to Owner. Pavilion User shall deliver to Owner a duly executed certificate of insurance upon request. Owner shall not at any time be liable for damage or injury to persons or property in or upon the facility. Pavilion User's insurance shall be primary over any and all insurance available to Owner, its officers, agents, or employees.

INDEMNIFICATION

Pavilion User shall indemnify, defend, and save harmless Owner, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under Workers Compensation laws) in conjunction with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Pavilion User, its agents, employees, contractors, lessees, invitees, representatives in, on, or about the Facility. This indemnity shall survive the termination of this Agreement. Pavilion User hereby releases Owner from any and all liability or responsibility to Pavilion User or anyone claiming through or under Pavilion User by way of subrogation or otherwise for any loss or damage to equipment or property of Pavilion User covered by any insurance then in force.

“AS-IS” CONDITION

Pavilion User agrees to accept Facility in its “as-is” condition “with all faults.”

ASSIGNMENT AND SUBLICENSING

Pavilion User shall not assign any interest in the License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit use of the Facility to any party other than the Pavilion User and Pavilion User’s guests.

TERMINATION

Owner may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Pavilion User to pay any and all deposits when due.
- B. Failure of Pavilion User to perform any of its covenants hereunder.

Owner may recover from Pavilion User all damages it may incur by reason of such breach by Pavilion User.

INTERFERENCE

Pavilion User shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of Friendship Park in any way. Pavilion User’s use hereunder will be done in such a manner so as not to impose any additional expense upon Owner in maintaining the Property.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Pavilion User’s exercise of its rights under this Agreement, Pavilion User shall pay Owner for any such damage, repairs, or replacements upon demand by Owner.

CANCELLATION

Pavilion User may cancel this Agreement at any time at no cost to Pavilion User.

OTHER INFORMATION

All trash must be collected and removed from the property following the event.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Jurisdiction and venue for any legal actions, claims, or demands shall be in the State courts located in Ocala, Marion County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER

Meadow Wood Farms Property Owners Association, Inc.

By: _____
President

PAVILION USER

By: _____