

Lake X Facilities Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY -
BY YOUR EXECUTION YOU AGREE TO ALL TERMS

1. **Damage Deposit.** The applicant may be required to pay Lake X Holdings, LLC a damage deposit. The amount of the damage deposit will be determined after reviewing the applicant's completed Lake X Facilities Use Application. Any required damage deposit will be due upon arrival at the Lake X Facilities. If the cost of any damage caused by the applicant exceeds the damage deposit amount, the applicant will be responsible for payment of the costs to repair any damages incurred over and above the deposit. Additional fees may be levied equal to the actual replacement, repair, or cleanup cost for any loss, damage, or condition resulting from any activity beyond normal wear and tear.

2. **Liability Insurance Requirement.** Proof of liability insurance in the form of a current Certificate of Insurance which certifies the limits which are in full force and effect must be provided to Lake X Holdings, LLC at least thirty (30) days prior to any use of the Lake X Facilities, and thirty (30) days' notice must be given to Lake X Holdings, LLC prior to cancellation thereof. Lake X Holdings, LLC does not assume liability for personal injury or property damage. The applicant will be required to obtain liability insurance covering all persons using the Lake X Facilities. The applicant must work directly with its insurance provider to obtain a Certificate of Insurance in favor of Lake X Holdings, LLC. The Certificate of Insurance must list Lake X Holdings, LLC as the insured or as an additional insured on the Certificate.

3. **General Release and Waiver of Liability.** The applicant and each and every person utilizing the Lake X Facilities must sign a General Release and Waiver of Liability Agreement with Lake X Holdings, LLC. The General Release and Waiver of Liability Agreement must be submitted at least thirty (30) days in advance of your scheduled visit.

4. **Supervision.** The applicant must provide sufficient supervision and the applicant-designated supervisors agree to be on the premises during the entire use period. The applicant-designated supervisors shall be responsible to see that all building use rules, regulations and laws are adhered to by those attending the event. Any violations shall be reported by the applicant to Lake X Holdings, LLC.

5. **Facilities Use by Applicant.** The applicant acknowledges that the applicant's use of the Lake X Facilities commences at 9:00 a.m. and concludes at 4:00 p.m. on the date of the applicant's reservation. The applicant acknowledges that the applicant is responsible for providing lunch to the persons utilizing the Lake X Facilities on the date of the reservation.

6. **Applicant's Exclusive Use.** The applicant agrees that the applicant is the only entity using the Lake X Facilities and will not permit use of the same by any other person or organization. If this provision is violated, the applicant shall forfeit all deposits and may be subject to additional claims for damages.

7. **Applicant's Use of Authorized Premises.** It is agreed and understood that the applicant, and all persons attending the function, shall confine themselves to the area specified by Lake X Holdings, LLC. It is the responsibility of applicant to ensure that unauthorized portions of the premises are not used by the applicant and that the premises are vacated as scheduled.

8. **Compliance.** It is expressly agreed and understood that all applicable governmental laws and ordinances and all rules and regulations shall be complied with fully and strictly by the applicant and by all persons attending the function. Whenever the rules and regulations have been violated, Lessor may revoke the applicant's permission to use the Lake X Facilities and refuse to consider future applications for use.

9. **No Alcohol, Smoking or Illegal Drugs.** The use of alcohol, cigarettes or illegal drugs is strictly prohibited on the Lake X Facilities.

10. **Modification and Cancellation by Lake X Holdings, LLC.** Lake X Holdings, LLC retains the right to modify or cancel its obligations under this Agreement in the event of occurrences beyond its control (conflicting activities, emergency, acts of God such as fire, freeze, hail, windstorm, flood or other similar acts, etc.). Lake X Holdings, LLC shall not bear liability to the applicant or any third party for the modification or cancellation of this agreement resulting from such occurrences. Lake X Holdings, LLC shall not be liable for any consequential damages for its breach of this Agreement.

11. **Right of Entry and Ejection.** The applicant agrees that Lake X Holdings, LLC shall have the right to enter into and upon the premises, or any part thereof, at all hours for the purpose of examining the applicant's activities, routine maintenance or making alterations and repairs as may be necessary, and Lake X Holdings, LLC may eject any objectionable person or persons from the premises.

12. **Workers' Compensation.** For applicants with employees, the responsible party hereby attests that the applicant has workers' compensation insurance which meets all statutory requirements of the State of Florida and which specifically covers all employees providing services on behalf of the applicant's organization.

13. **Applicable Law; Attorneys' Fees.** This Agreement will be governed by the laws of the State of Florida. The applicant consents to the personal jurisdiction of the state courts of Florida. Venue for any action related to this Agreement will be Osceola County, Florida. In the event a suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of the Agreement, the losing party agrees to pay such sum as the court may judge reasonable as attorney fees to be allowed the prevailing party in such suit or action.

14. **Entire Agreement; No Assignment.** This Agreement constitutes the entire agreement between Lake X Holdings, LLC and the applicant. No right or interest in this Agreement is assignable by either party without the prior written consent of the other party. This Agreement supersedes all written and oral communications and may not be amended except in writing signed by both parties.

Agreed to by the Applicant:

Printed Name: _____

Title: _____

Of: _____