

WINDING RIDGE

AMENITY RESERVATION AGREEMENT

This Amenity Reservation Agreement (“**Agreement**”) is entered into this ___ day of _____, 20__ by and between Winding Ridge Property Owners Association, Inc. (“**Association**”) and the Owners/Residents listed below (jointly and severally, hereinafter collectively referred to as “**User**”).

Owners/Residents: _____

Lot #: _____ Property Address: _____

Phone #: _____ Other Phone #: _____

Reserved Amenity (circle one): EVENT ROOM PARTY PAVILION

Reserved Date: _____

***Reservations shall not be taken more than six (6) months in advance.*

Reserved Time: Start Time: _____ am/pm End Time: _____ am/pm

Use Fee (Event Room - \$500 for 5 hours and \$100 for each additional hour;
Party Pavilion - \$250 for a period of 5 hours and \$50 for each additional hour)*: \$ _____
Made payable to **Winding Ridge Property Owners Association, Inc.*

Security Deposit (\$1000 for Event Room; \$500 for Party Pavilion)*: \$ _____
Made payable to **Winding Ridge Property Owners Association, Inc.*

****All rentals are 5 hours, unless otherwise specified. Set-up and clean-up need to be completed within the time frame outlined above.****

Event Information:

Function: _____

Maximum Number of Guests: **Event Room: 60; Party Pavilion: 40**

Vendors: _____ Phone #: _____

Vendors: _____ Phone #: _____

Vendors: _____ Phone #: _____

*** If using a vendor, please attach the required insurance paperwork*

The Terms and Conditions attached on the following pages are hereby incorporated into and made a part of this Use Agreement.

TERMS AND CONDITIONS

The User is hereby granted the use of the Reserved Amenity on the “Reserved Date” set forth on the first page of this Agreement (the “Reserved Date”) and during the “Reserved Time” set forth on the first page of this Agreement (the “Reserved Time”), subject to the terms, conditions and obligations set forth in this Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agreed to by User. The User and the Association may be referred to as the “Parties” and individually as “Party” when the context so requires.

1. Use Fee; Security Deposit. As consideration for the use of the Reserved Amenity, the User agrees to deliver to the Lifestyle Director the “Use Fee” made payable to the Association as set forth on the first page of this Agreement (the “Use Fee”). The Use Fee will constitute a non-refundable fee and compensation for the use of the Reserved Amenity and includes basic, surface cleaning of the Reserved Amenity. For purposes hereof, basic, surface cleaning means wiping down tables, taking out and removal of bagged garbage and broom sweeping the Reserved Amenity. The Association also requires, in its sole discretion, one (1) janitor for events. The hourly rate for each janitor is \$25.00 per hour, which shall be paid by User. Any cleaning required in excess of the basic, surface cleaning shall be the User’s responsibility at User’s cost and will be paid from User’s Security Deposit. User shall also be responsible to take down and remove decorations, bag all garbage and remove all personal belongings.

The User further agrees to deliver to the Lifestyle Director the Security Deposit set forth on the first page of this Agreement (the “Security Deposit”) made payable to the Association, which shall serve to protect against damage to the property and facilities owned, operated and/or maintained by the Association within Winding Ridge (the “Community Facilities”) caused by the User, its family members, guests, invitees, employees, vendors and/or agents (collectively, the “Attendees”). The Security Deposit will be refunded to User in full, unless in the sole discretion of the Association, it is determined that damage has been caused to any portion of the Community Facilities by any of the Attendees or if the Reserved Amenity is not left in a clean condition as required by this Agreement. Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of damage to the Community Facilities exceeds the Security Deposit amount. If, after inspection by Association, the Reserved Amenity is deemed to be in clean condition and no damage has been caused to any of the other Community Facilities by User and/or the Attendees, the full amount of the Security Deposit shall be refunded to User by the Association within fifteen (15) days after the Reserved Date.

The Use Fee and Security Deposit must be delivered to the Lifestyle Director simultaneously with User’s execution of this Agreement. Association has the right to terminate this Agreement and enter into an agreement with other residents within Winding Ridge for the use of the Reserved Amenity in event User fails to timely deliver the Use Fee and/or Security Deposit to the Lifestyle Director. Upon such termination by Association, the User will no longer have the right to use the Reserved Amenity on the Reserved Date.

2. Time Limits; Reserved Amenity. User shall have the right to use the Reserved Amenity only during the Reserved Time on the Reserved Date and must vacate the Reserved Amenity no later than the end of the Reserved Time. Notwithstanding the foregoing, the maximum time permitted for use of the Reserved Amenity by User is up to six (6) hours and all events: (a) in the Event Room must end no later than 11:00 p.m. EST, and (b) in the Party Pavilion must end no later than dusk. Failure to abide by the time restrictions and requirements set forth in this Section 2 shall be a User Default (as hereinafter defined).

3. User Attendance. User must be in attendance at the Function and act as a responsible supervisor at all times, without exception. User is to ensure that all Attendees abide by all Rules and Regulations of the Association and do not cause any damage to the Reserved Amenity or any of the other Community Facilities. No more than the Maximum Number of Guests set forth on the first page of this Agreement shall be permitted in or around the Reserved Amenity in connection with the use granted herein. User acknowledges and agrees that Association has the right to further limit the number of guests in the Reserved Amenity based upon federal and/or state health authorities’ recommendations resulting from pandemics and other health emergencies in Association’s sole discretion. User shall ensure that neither the Attendees nor the activities involved disturb or interfere with other residents’ and guests’ use of other Community Facilities or any other function.

4. No Damage to Community Facilities or Reserved Amenity. User shall not cause or permit to occur any damage to the Reserved Amenity or the other Community Facilities. If the Reserved Amenity and/or Community Facilities are damaged by the act, failure to act, or negligence of the User, the Attendees, or any other persons admitted within Winding Ridge community on User's behalf, User shall pay to Association all sums necessary to repair and restore the Reserved

Amenity and/or Community Facilities so damaged. In addition, the Association shall have the absolute right to apply the Security Deposit towards the amounts due from User pursuant to this Section 4. In the event the Security Deposit is not sufficient to cover the fees, costs and expenses of the necessary repair and restoration of the Reserved Amenity and/or Community Facilities so damaged, the User shall be responsible for the additional fees, costs and expenses for same. The Association shall provide the User written notice advising the total amount due for such repair and restoration. If payment is not remitted to the Association within fifteen (15) days of the User's receipt of the Association's written notice, then the monies due shall constitute a lien against the User's lot and shall be collectible as an assessment with the same force and effect as an assessment as per Article VI of the Declaration of Covenants, Restrictions and Easements for Winding Ridge, recorded in the Official Records of Pasco County, Florida, in Official Records Book 10127, at Page 165, as amended from time to time. This Section 4 shall survive the natural expiration or earlier termination of this Agreement.

5. Vendors/Catering. Except only for Association, all vendors to be used by User in connection with the Function must be disclosed to the Association's Lifestyle Director in writing (including contact information) and first approved in writing by the Lifestyle Director. In connection with obtaining such approval, the contact and insurance information for all vendors must be submitted to the Lifestyle Director at the time of reservation and confirmed no less than seven (7) days before the Reserved Date. User is solely responsible to contract and pay for all vendors (including, without limitation, the Association), as well as all equipment necessary or desirable by User for the Function. Notwithstanding anything to the contrary, the following services and/or equipment are not permitted to be brought or used upon any portion of Winding Ridge, including, but not limited to the Reserved Amenity: use of loudspeakers, sound systems or similar devices (unless approved in writing by the Association); snow, foam or confetti; dry ice; moving rides or mechanical amusement rides; live animals; or any other activity the Association, in its sole and absolute discretion, deems unsafe or destructive to people or property. All fees and costs for the vendors are the sole cost and responsibility of the User, and are not included in the Use Fee. All food and beverages must be removed from the Reserved Amenity after the Function. Failure to abide by the terms and conditions set forth in this Section 5 shall be deemed a User Default.

6. Alcoholic Beverages. Alcoholic beverages may only be served at functions to adults of legal drinking age. User understands and agrees that in the event User intends to serve, provide or permit the use of alcoholic beverages during the Function, all alcoholic beverages for the Function must be purchased from a licensed Caterer with the required insurance as further outlined in Section 10, below. User shall have all responsibility to ensure that: (a) alcoholic beverages are consumed responsibly by the Attendees, and (b) alcohol is not served to any individual under the age of twenty-one (21) or to persons who are intoxicated. User hereby accepts and assumes full responsibility and liability for the provision and consumption of alcoholic beverages by User and the Attendees. In addition, the User must inform the Association at the time of reservation so that, at the Association's option, a security guard from a reputable licensed security agency may be scheduled at the User's additional expense. Serving alcoholic beverages to under-aged guests or any other failure by User to abide by the terms and conditions set forth in this Section 6 shall be deemed a User Default.

7. No Smoking. Smoking (including, without limitation, electronic cigarettes or vaping) is not permitted.

8. Liability; Indemnification. Use of the Reserved Amenity by User and/or the Attendees is at each of their sole risk. User is and shall be responsible for, and shall hold the Association and Pasco County Associates III, LLLP ("Declarant") and each of their respective affiliates, members, managers, shareholders, officers, directors, agents, employees, heirs, successors and assigns (each, a "Indemnified Party" and collectively, the "Indemnified Parties") harmless from any and all losses, damages, judgments, liabilities, injuries (including death), causes of actions, repairs, fees, costs and expenses arising out of, resulting from and/or relating to the following (collectively, "Claims"): (a) the Function, (b) User's and/or Attendees' use and enjoyment of the Reserved Amenity and/or the Community Facilities including, without limitation, any and all Claims involving the serving and/or consuming of alcoholic beverages at the Function, (c) any and all Claims by User and/or the Attendees related to or resulting from COVID-19, as more fully discussed in Section 9 below, and/or (d) any failure by User to comply with the terms and conditions of this Agreement. Accordingly, User hereby expressly agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all Claims and all reasonable attorneys' fees and costs incurred by the Indemnified Parties up to and through trial and all appellate and post-judgment levels and proceedings. User expressly acknowledges and agrees that the indemnification obligations in this Section 8 includes all Claims made or brought by Attendees against the Indemnified Parties. This Section 8 is a material inducement for the Association to permit events within the Community Facilities and shall survive the natural expiration or earlier termination of this Agreement.

9. COVID-19 NOTICE, DISCLAIMER AND RELEASE. The exact manner and method of spread and contraction of the novel coronavirus and COVID-19 are unknown, and therefore Association cannot prevent User or the Attendees from becoming exposed to, contracting or spreading COVID-19 while utilizing the Reserved Amenity and/or visiting or

using any portions of the Community Facilities in connection with the Function. User is fully aware that COVID-19 can cause serious and potentially life-threatening illness and even death. Knowing such risks, User hereby accepts and assumes all risk of User and/or the Attendees contracting COVID-19. User also covenants and agrees that User and the Attendees will abide by: (a) all CDC guidelines in effect on the Reserved Date related to COVID-19, and (b) any other rules and regulations of the Community that are in place from time to time. In addition to the release and indemnification provisions set forth in Section 8 above, User hereby forever releases and waives User's right to bring suit, to seek damages and/or make any claim against Association and the other Indemnified Parties resulting from, related to and/or in connection with exposure, infection and/or spread of COVID-19 relating to User's and/or the Attendees use and enjoyment of the Reserved Amenity and/or visiting or using any portions of the Community Facilities in connection with the Function. User further understands and agrees that: (i) User is giving up User's rights to bring any Claims for personal injuries, death, disease, property losses, and any other losses, including, without limitation, all Claims resulting from the negligence of Association and/or the other Released Parties, and (ii) User's indemnification, defense and hold harmless obligations in Section 8 above includes, without limitation, Claims brought by Attendees against the Indemnified Parties resulting from, related to and/or in connection with exposure, infection and/or spread of COVID-19. This Section 9 shall survive the natural expiration or earlier termination of this Agreement.

10. Insurance. User shall be responsible for ensuring that all of User's vendors (other than Association), have and shall maintain comprehensive general liability insurance that will cover any Claims made in connection with or arising out of the Function. Proof of such insurance coverage shall be provided to the Lifestyle Director as provided in Sections 5 and 6, above. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder. Association has the right to require that any policy of insurance specifically include the Association and/or Declarant as an additional insured. This Section 10 shall survive the natural expiration or earlier termination of this Agreement.

11. User Default. In the event User and/or any Attendee defaults, violates or fails to comply with any of the terms or conditions contained in this Agreement (a "User Default"), in addition to all other rights or remedies Association and/or Association may have at law and/or equity, the Association shall have the right to immediately terminate this Agreement and Association shall have the right to retain the Use Fee and Security Deposit paid by User, as well as deny User from reserving the Reserved Amenity and/or any of the other Community Facilities in the future. If such User Default occurs after the commencement of the Function, in addition to the foregoing remedies, Association shall have the right to immediately terminate the Function and require User, all Attendees and User's vendors to immediately vacate the Reserved Amenity and all other portions of the Community Facilities. This Section 11 shall survive the natural expiration or earlier termination of this Agreement.

12. Cancellation by Association and/or Association. Association may cancel the Function and terminate this Agreement at any time: (i) due to acts of God or disaster, (ii) due to federal and/or state health authorities' recommendations resulting from pandemics or other health emergencies; (iii) in the event of a User Default, and/or (iv) if in the opinion of the Association and/or Association it is necessary to cancel the Function. In the event the Association cancels the Function (or the Association deems it necessary to cancel the Function) due to any of the foregoing reasons (except in the event of a User Default) prior to the Reserved Date, the Use Fee and Security Deposit paid by User to the Association shall be returned to User within fifteen (15) days after the date of the cancellation by the Association. In the event the Association terminates the Function (or the Association deems it necessary to terminate the Function) due to any of the foregoing reasons (except in the event of a User Default) once the Function has commenced, then, the Security Deposit (but not the Use Fee), shall be returned to User within fifteen (15) days of the date of cancellation or termination by the Association, provided no damages have been caused to any portion of the Community Facilities and the Reserved Amenity is left in a reasonably clean condition. Except only for receiving return of the Use Fee and/or Security Deposit as expressly provided in this Section 12, User shall not be entitled to any other compensation from Association or Association for any such cancellation, and User hereby waives any and all other Claims user may have as a result of any such cancellation. This Section 12 shall survive the natural expiration or earlier termination of this Agreement.

13. Cancellation by User. User must submit, in writing, notification of cancellation no less than two (2) days prior to the Reserved Date in order to receive a refund of the Security Deposit and Use Fee. Refunds will be determined at the discretion of the Association and returned within fifteen (15) days of the Reserved Date.

14. No Modifications/Alterations. No modifications and/or alterations shall be permitted to the Reserved Amenity or any other portions of the Community Facilities by User or the Attendees. No decorations or temporary fixtures may be pasted, tacked, nailed or otherwise affixed to any walls, ceilings, doors, poles, improvements or architectural features that will cause irreversible damage. Under no circumstances should any furniture, equipment or any other items be removed from the Community Facilities. Only the Association has the right to move or relocate any furniture, equipment or any

other items located within the Community Facilities which need to be moved or relocated prior to or subsequent to the Reserved Date.

15. Restricted Use. The Attendees are not permitted to use or be unattended in any other areas of Winding Ridge not specifically reserved (except restroom facilities) by this Agreement unless approved by the Association in writing, which approval may be withheld in Association's sole and absolute discretion. Use of the pools, splash pad, basketball court and/or other Community Facilities in connection with the use herein is strictly prohibited. Failure by User or the Attendees to abide by the terms and conditions set forth in this Section 15 shall be deemed a User Default.

16. Compliance with Codes and Ordinances. User shall comply with all laws of the United States, the State of Florida, all ordinances of Pasco 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 Reserved Amenity and this Agreement.

17. Sums Due; Remedies for Nonpayment. Any sums of money owed by User pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms of this Agreement shall be treated as an assessment against User's Lot(s) capable of being the subject of a lien on User's Lot(s) and such other remedies (including foreclosure) that the Association may have under the Association's governing documents, similar to other Assessments as provided in the Association's governing documents, together with interest and reasonable attorneys' fees and costs incurred by the Association related to the collection of the assessment or enforcement of such lien up to and through all trial, appellate and post-judgment levels and proceedings and whether suit be brought or not. Such sums, if not paid when due, shall bear interest from the due date until paid at the maximum rate as allowed by law. Nothing in this Section 17 shall limit the Association from exercising any and all other remedies Association may have under the Association's governing documents and/or applicable law. This Section 17 shall survive the natural expiration or earlier termination of this Agreement.

18. Miscellaneous Terms. (a) The prevailing Party in any action arising under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs up to and through trial and all appellate and post-judgment levels and proceedings; (b) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida; (c) All legal proceedings arising under this Agreement shall be conducted in the courts situated in Pasco County, Florida, which courts shall have exclusive venue and jurisdiction; (d) If any provision of this Agreement is held invalid or illegal, such provision shall be null and void, and the remainder of this Agreement shall not be affected by such invalidity or illegality; (e) Waiver of one or more terms or conditions of this Agreement by either Party shall not be deemed a modification or waiver of any other provisions of this Agreement; (f) The failure or delay of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect the right of such Party to require performance of that or any other provision hereunder; (g) This Agreement may only be altered or amended by an instrument in writing properly executed by all Parties; (h) This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof, and no representation, inducements, or agreements, oral or otherwise, between the Parties not contained and embodied herein shall be of any force and effect; (i) The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement; (j) Electronic signatures on counterparts of this Agreement are hereby authorized and shall be acknowledged as if such signatures were an original for all purposes; (k) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (l) Headings are for reference only and shall not be used to interpret this Agreement; (m) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, administrators, and legal representatives; (n) Time shall be of the essence for each and every provision hereof, unless otherwise provided; (o) The term "shall" as used herein means "must" and "mandatory" and in no event can a permissive meaning be ascribed to such term; and (p) User may not assign or transfer its rights or interests under this Agreement.

THE PARTIES EACH HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CLAIM, ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH AND/OR RELATING TO THIS AGREEMENT AND/OR USER'S AND ATTENDEES' USE OF THE RESERVED AMENITY AND/OR COMMUNITY FACILITIES IN CONNECTION WITH THE FUNCTION. This means that any such claim, action, suit or proceeding shall be decided by a judge and not a jury. As used in this paragraph, "Parties" refers to User, Association and Association.

HAVING FULLY READ AND UNDERSTANDING ALL OF THE FOREGOING, THE PARTIES HEREBY CONSENT AND AGREE TO THE FOREGOING AGREEMENT.

USER:

DATE

Print Name: _____

DATE

Print Name: _____

ASSOCIATION:

Winding Ridge Property Owners Association, Inc.

DATE

By: _____
Print Name: _____