

LAUREATE PARK – AQUATIC CENTER
RESERVATION AGREEMENT

Reservation Date: _____

Resident Name: _____

Resident Address: _____

Resident Cell Phone #: _____

Event Name: _____

Event Time: _____ **Number of Guests (20 max):** _____

THIS RESERVATION AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2016 (“**Effective Date**”), between LP Aquatic, LLC, a Florida limited liability company (hereinafter called “**Laureate Park**”), Laureate Park Master Association, Inc., a Florida non-profit corporation (the “**HOA**”), and _____, residing at the address noted above (“**Resident**”). Laureate Park, HOA and Resident shall each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Laureate Park is the owner of the pool and related facilities commonly known as the Laureate Park Aquatic Center (referred to herein as the “**Pool**”), located at the Laureate Park Village Center, and the HOA administers the use of the Pool as well as rules and regulations relating to the Pool;

WHEREAS, Resident desires to reserve and utilize a table/table(s) at the Pool for the purpose of hosting the event set forth in the details above (the “**Event**”); and

WHEREAS, HOA agrees to allow Resident to reserve and utilize a table/table(s) at the Pool for the purposes of hosting the Event, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these premises and of the mutual promises and conditions herein contained, the Parties do hereby agree as follows:

1. **Reserved Table.** Upon delivery to the HOA of this fully executed Agreement and the Reservation Fee (defined below), Resident shall have the temporary, exclusive use of _____ table(s) (the “**Reserved Table**”) at the Pool. No other facilities are granted or guaranteed to Resident under this Agreement. Resident acknowledges that their use of the Pool is not exclusive and that the Pool will be accessible to other residents during the Event.
2. **Reservation Fee.** In exchange for the exclusive use of the Reserved Table, Resident shall pay to HOA an amount equal to _____ Dollars (\$____) (the “**Reservation Fee**”).
3. **Music.** No personal music is allowed to be played through any portable speaker or speaker system.
4. **Clean Up.** If the Reserved Table or any other furniture is moved, Resident must return same to its original location. Resident is responsible to clean the Reserved Table and the surrounding area and to remove all items associated with the Event. Failure to do so may result in charges being billed to Resident for any and all amounts expended by Laureate Park or the HOA in connection with cleanup, as well as termination of privileges to use the Pool under this or any Aquatic Center Membership Agreement separately executed by Resident.

5. **Events Per Year.** Residents are limited to two (2) events at the Pool per calendar year. For calendar year 20____, this is Resident's _____ event at the Pool.
6. **Rules and Regulations.** Residents and their guests must comply with all applicable rules and regulations, including those set forth in any Aquatic Center Membership Agreement previously executed by Resident as well as the following (collectively, the "**Rules and Regulations**"):
 1. Hours of permitted use are from dawn to dusk each day of the week.
 2. **No lifeguard on duty – SWIM AT YOUR OWN RISK**
 3. Dial 911 for emergencies
 4. Person(s) under the age of 16 must be accompanied by a parent or legal guardian resident
 5. Shower before entering the pool
 6. For safety, diaper age children must wear swim diapers
 7. Any person with cuts, infections, or communicable diseases shall not use the pool
 8. Do not swallow pool water
 9. No diving, running or horseplay permitted
 10. No swimming during severe weather, heavy rain, or when thunder and lightning can be seen
 11. Proper swimming attire required – no cut-offs or thongs
 12. Place trash in receptacles
 13. No grills of any kind and no heating elements (e.g., sterno) allowed
 14. No glass permitted in the fenced pool area
 15. No animals permitted in the fenced pool area
 16. No food or beverages in the pool or the pool's wet deck
 17. Be courteous, no boisterous behavior or crude language
 18. Keep all pool gates closed when entering or leaving the area
 19. Do not prop open gates to the pool at any time
 20. Pool furniture and safety equipment is to remain in the pool area
 21. Put down pool umbrellas after use
 22. Unzip the cabanas sides after use in order to leave all sides open
 23. Maximum adult pool capacity is 150 persons
 24. Maximum family pool capacity is 80 persons
7. **Lost and Found.** Neither Laureate Park nor the HOA accepts any responsibility for the damage or loss of any merchandise or article left on the premises prior to, during, or following the Event.
8. **Enforcement of Agreement.** This Agreement shall be effective between Resident, Laureate Park and the HOA when signed by each Party below and it shall be construed in accordance with the laws of the State of Florida without reference to choice of law provisions. No waiver by either Party of any breach of, or compliance with, any provision or obligation of this Agreement to be performed by the other Party hereto shall be deemed a waiver of any other provision or obligation of this Agreement. In the event of litigation arising under this Agreement, the predominantly prevailing Party in such litigation shall be entitled to recover reasonable attorney's fees and court costs, including appeal from the other Party. The Parties hereto consent to the exclusive jurisdiction of the courts in Orange County, Florida and no Party hereto shall object to such jurisdiction or venue.
9. **Conduct; Damage.** Resident agrees to conduct the Event in an orderly, decorous and lawful manner, to abide by all rules and regulations set forth by Laureate Park and the HOA, and to advise Resident's guests and invitees of such rules and regulations. Laureate Park and

the HOA reserve the right to inspect and control all private functions. Resident agrees to be responsible and reimburse Laureate Park and/or the HOA for any damage done by the Resident, the Resident's guests and/or invitees.

- 10. **Hold Harmless.** Subject to the term of this Agreement, Resident hereby agrees to indemnify and hold Laureate Park and the HOA harmless from and against any and all damages, losses, liabilities, costs, actions, suits, proceedings, demands, assessments, and judgments, including, but not limited to, reasonable attorney's fees and reasonable costs and expenses of litigation (collectively referred to hereinafter, as "**Losses**") arising out of or in any manner related to the Event and the use of the Pool by Resident and Resident's guests.

RESIDENT:

Date: _____

Print Name: _____

LAUREATE PARK:

LP AQUATIC, LLC, a Florida limited liability company

Date: _____

By: _____

Name: _____

Title: _____

HOA:

LAUREATE PARK MASTER ASSOCIATION, INC.

Date: _____

By: _____

Name: _____

Title: _____