

**RENTAL OF COMMUNITY CENTER AND
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

1. Ballantrae Community Development District (“the CDD”) is the owner of The Community Center located within Ballantrae recreational areas in Pasco County, Florida (“The Community Center”).
2. Ballantrae is a residential development.
3. Upon request, the CDD, while it is the owner of The Community Center, will consider the use of The Community Center by individuals and other entities for limited purposes provided proper deposits are given.
4. The undersigned, _____ (The “Applicant”), has applied to the CDD to use The Community Center as follows:

PURPOSE: _____

DATE: _____

TIME: FROM _____ TO _____

APPROXIMATE NUMBER OF PEOPLE: _____

5. The CDD has consented to the above use by the Applicant, its agents, employees and invitees.
6. In consideration of the CDD’s permission to the Applicant, its agents, employees and invitees to use The Community Center, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the CDD, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with or resulting in any way from the use of The Community Center in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, its agents or employees.
7. As further consideration for the CDD’s permission to the Applicant, its agents, employees and invitees to use The Community Center, the Applicant, for itself, its representatives and assigns, agrees to defend, indemnify and hold harmless the CDD, its agents or employees, from any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from or in any fashion arising from, connected with or resulting from the use of The Community Center in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the

CDD, its agents or employees; it being specifically understood and agreed that this agreement to defend, indemnify and hold harmless applies to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, their agents or employees.

8. Should any provisions of this agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and shall remain in full force and effect and said illegal part, term or provision shall be deemed not a part of this agreement.

BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Dated: _____

APPLICANT

Signature _____

Print Name: _____

Address: _____

Phone number: _____

Mobile Phone: _____

Dated: _____