

**AGREEMENT FOR NON-RESIDENT TO UTILIZE THE LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT'S AMENITY FACILITIES**

THIS AGREEMENT is made and executed this ____ day of _____, 20____, by and between the Lake Ashton Community Development District ("District"), and _____ whose address is _____ ("User"). The District is the owner of the real property and structures comprising recreational amenity facilities within the District located in Polk County, Florida (collectively the "Facilities"). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is defined as a person who does not reside or own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The term "User", as used herein, shall be defined as, and shall at all times refer to and include, the individual signing this Agreement together with one designated additional individual and their guests, which designated additional individual is listed on the application card, a copy of which is attached hereto and made a part hereof. In the event any changes to the name set forth on the application card are made, the User shall promptly submit such changes to the District.
2. User shall pay a one-time non-refundable annual fee in the amount of \$2,400.00 in exchange for utilization of the Facilities for twelve (12) months, and this fee shall include membership for a total of two individuals comprised of the undersigned plus one individual designated in the application. The twelve-month period shall commence as of the date of this Agreement and terminate on that same date the following year. Should the User desire to renew his/her membership to the Facilities upon the expiration of this twelve-month period, then the User will be required to execute a new Agreement and pay the annual fee, as that sum may be set by the District at the time of renewal, upon such renewal.
3. The right to use the Facilities acquired through this Agreement is personal to the individual paying the fee as well as the designated additional individual and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon, and shall inure to the benefit of, the District and its respective legal representatives, successors and/or assigns. Nothing herein shall inure to the benefit of any third-party (other than the designated additional individual) who is not a party to this Agreement.
4. User agrees that use of the Facilities by User shall be subject to all rules, policies, procedures and fees of the District as set forth in the District's Amenity Facilities Policies or any Rule of the District, as the same may be amended from time to time. Failure by User to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the one-time \$2,400.00

fee shall be refunded. User specifically acknowledges that the \$2,400.00 fee does not include membership or entry fees or charges related to any private athletic or social club or league (i.e., tennis league) or to any special events, competitions or tournaments which User may desire to participate in.

5. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or a waiver of any limitation of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
6. User understands that the District and its agents, supervisors, officers, directors, employees and staff assume no responsibility for injuries or illness that User may sustain as a result of User's physical condition or resulting from User's participation in any activities or sports, or as a result of User's utilization of the Facilities. User expressly acknowledges on behalf of his or her self and his or her heirs that he/she assumes the risk for any and all injuries and illness that may result from User's participation in these activities or utilization of the Facilities. User hereby releases and discharges the District and its agents, supervisors, officers, directors, employees and staff from any claims for injury, illness, death, loss or damage that User may suffer as a result of User's participation in these activities or utilization of the Facilities. User understands that the District is not responsible for personal property lost or stolen while present at or participating in activities at Lake Ashton Community Development District and/or the Facilities.
7. User agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the User's use of the Facilities, including litigation or any appellate proceedings with respect thereto.

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

USER

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Name: _____

Name: _____

Witness: _____

Witness: _____

Name: _____

Name: _____