TAMAYA AMENITY CENTER
FACILITY RENTAL AGREEMENT

This Master Facility Rental Agreement ("Agreement") is entered into between the Beach Community Development District ("District"), located at 250 International Pkwy., Suite 208, Lake Mary, FL 32746, and the undersigned Resident/Member ("Renter"). The Tamaya Amenity Center is located at 12788 Meritage Blvd., Jacksonville, FL 32246. This unified document incorporates all policies regarding space usage, fees, conduct, and legal responsibilities for the temporary use of the Tamaya Amenity Center.

PART 1: RENTER AND RENTAL INFORMATION

1. Resident Information

Full Legal Name		**Primary Phone Number**	
Tamaya Property Address			
Primary Email Address		**Today's Date**	
Emergency Contact Name		**Emergency Contact Phone**	

2. Event Specifications

Date of Reservation		**Alternate Date**	
Type of Event		**Total Expected Attendance**	
Adults		**Minors (Under 18)**	
Setup/Access Time (AM/PM)		**Event Start Time (AM/PM)**	
Event End Time (AM/PM)	*Standard curfew is 7:00 PM*	**Cleanup/Departure Time (AM/PM)**	
Total Block Hours			

3. Facility Selection and Capacity Verification

Check the specific area(s) to be reserved. Standard durations and attendee limits apply.

Select	Facility Area	Max Cap.	Std. Duration	Rental Fee	Security Dep.
☐	Boardroom	12	4 Hours	$200.00	$150.00
☐	Group Fitness Room	25	4 Hours	$250.00	$150.00
☐	Pool Cabana (Includes pool access)	25	4 Hours	$200.00	$150.00
☐	Palm Court and Bar (Includes pool access)	50	4 Hours	$250.00	$350.00
☐	Tamaya Hall (Hardwood floors – Part 3 Addendum applies)	80	6 Hours	$850.00	$750.00
☐	Combo (Hall, Palm Court, and Bar)	130	8 Hours	$1,250.00	$750.00
☐	Large Event Lawn	100	8 Hours	$0.00	$350.00

4. Vendor and Service Details

All third-party vendors must be identified and provide proof of insurance.

Catering Services	☐ Yes ☐ No	**Alcohol Service**	☐ Yes ☐ No *Requires Licensed Bartender and Security*
Catering Company Name			
Caterer Contact Info		**Licensed Bartender Name**	
Entertainment (DJ, Band, etc.)			
Other Vendors (Florist, Photographers)			
Special Requests			

5. Security and Insurance Requirements

Security is mandatory for events past 10:00 PM or where alcohol is present.

Security Officer Required?	☐ Yes ☐ No
Liability Insurance Certificate Received?	☐ Yes ☐ No
Insurance Requirements	$1,000,000.00 limit, naming Beach CDD as co-insured/certificate holder

6. Financial Summary and Payment Tracking

Payments by checks or money orders must be made payable to Beach CDD. Credit card surcharge is 3%.

Payment Category	Amount Due	Check #	Date Collected
Base Rental Fee	$_____		
Security Deposit (check or money order only)	$_____		
Addl. Hours ($50/hr)	$_____		
TOTALS	**$_____**		

PART 2: AGREEMENT STIPULATIONS

A. Residency and Good Standing

The use of the Tamaya Amenity Center is a privilege reserved exclusively for Residents and Members in good standing with the District. Good standing implies the Renter has no outstanding violations or unpaid fees owed to the District. All reservations must be made by a Resident, and the Resident must be present for the entire duration of the event, including setup and teardown.

B. Reservation Timelines and Frequency

Lead Time: Reservations must be submitted in person at least two (2) weeks (14 days) prior to the event.

Advance Booking: Reservations may be made up to four (4) months in advance. Weddings and receptions may be booked up to one (1) year in advance with District approval.

C. Availability and Blackout Dates

The Tamaya Amenity Center is unavailable for private events on major holidays and holiday weekends, including:

- Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve/Day, and New Year's Eve/Day
- Any weekend where a federal holiday falls on a Monday or Friday (with the exception of MLK Day, Washington's Birthday, Columbus Day, and Veterans Day)

D. Occupancy Limits

The Renter agrees to strictly adhere to the maximum occupancy limits listed in Part 1, Section 3. These capacities are set by building and fire codes. The Facility Manager has the discretion to limit event size further after reviewing event details. Any guests in excess of the approved number will be turned away by staff or security.

E. Renter Responsibility

The Renter represents they have the authority to bind all attendees and vendors to the terms of this Agreement. The Renter is solely responsible for the conduct of all guests and any damage they may cause.

F. Total Block Time

The "Time of Reservation" is the "Total Block Time," which must include time for vendor deliveries, setup, the event itself, and post-event cleanup/load-out. Access will not be granted before the start time, and the facility must be vacated by the end time to avoid charges.

G. Additional Time and Extensions

Certain areas (excluding the Large Event Lawn) may be rented for an additional $50.00 per hour beyond the standard duration. All additional hours must be paid for at the time of registration. Staying past the scheduled end time without approval may result in deposit forfeiture.

H. Payment Submission

At the time of reservation, the Renter must submit payment to the Beach Community Development District (or Beach CDD). The Security Deposit is payable by check or money order only. Credit card surcharge is 3%.

I. Security Deposit Conditions

The security deposit is a performance bond held to ensure compliance with cleaning standards and to cover potential damage. The District may retain all or part of the deposit for:

- **Property Damage:** Repairs to floors, walls, furniture, or equipment
- **Insufficient Cleaning:** Failure to remove trash, wipe surfaces, or clean appliances
- **Rule Violations:** Using prohibited items like tape on walls, glitter, or unauthorized movement of furniture
- **Late Departure:** Staying past the contracted block time

J. Refund Timeline

Refunds for security deposits are typically processed within 10 to 30 days after a successful post-event inspection.

K. Requirements for Security Personnel

A professional security officer, hired at the Renter's expense, is mandatory for:

- Any event where alcohol is present (regardless of time or attendee count)
- Any reservation in Tamaya Hall or Palm Court extending past 10:00 p.m.

L. Security Costs and Authority

Security services are the renter's choice, as long as licensed and insured. Security services are billed directly to the renter. The security officer has the authority to enforce rules, monitor noise, and terminate an event immediately for serious violations or illegal activity.

M. Alcohol Consumption and Insurance

Prior Approval: Alcohol must be disclosed and approved at the time of application.

Insurance: Event Liability Insurance of $1,000,000.00 naming Beach CDD as co-insured and certificate holder is required and must be submitted 14 days prior to the event.

Service: A licensed bartender must serve all alcohol; self-service is prohibited.

Prohibited Areas: Alcohol is strictly prohibited in the pool area, waterslide area, and fitness center.

Age Restrictions: No service is permitted to minors (under 21) or intoxicated persons.

N. Catering and Kitchen Usage

Vendor Disclosure: Renters must identify catering companies on the application.

Kitchen Standards: Tamaya Hall includes a kitchen for staging and warming; it is not for high-grease cooking. All equipment must be cleaned, and the refrigerator emptied and wiped at the conclusion of the event.

Caterer Insurance: Professional caterers must provide proof of insurance, including liquor liability if serving alcohol.

O. Decorating Guidelines

Tabletop Only: Decorations are limited to tabletops only. No wall or ceiling decorations are permitted.

Prohibited Attachments: No tape, nails, staples, tacks, or adhesives may be used on walls, woodwork, or ceilings.

Prohibited Items: No confetti, glitter, rice, birdseed, or smoke/fog machines.

Fire Safety: No candles or open flames are permitted.

Table Linens: Linens must be used on all tables if food is served to protect the furniture surfaces.

P. General Conduct

No Smoking: All indoor facilities are smoke-free; smoking and vaping are prohibited.

Commercial Activity: Facilities may not be used for profit-making, commercial activity, solicitation, or for-profit engagements.

Illegal Activity: Engaging in illegal activity results in immediate arrest and removal.

Animals: Pets are prohibited; only documented service animals with proper identification are permitted.

Q. Parking Lot Usage

Capacity: Use is restricted to the parking lot, which has a maximum capacity of 96 vehicles.

Prohibited Areas: Parking on the Event Lawn or grass is strictly prohibited and subject to towing.

R. Limited Access

Non-Exclusive Amenities: The Swimming Pool, Waterslide Area, and Fitness Center are community assets and cannot be reserved for exclusive use.

Reserved Access: Access is limited strictly to the area booked. No access is granted to tennis or basketball courts.

Pool Access: The Pool Cabana and Palm Court are the only rentals that permit guest access to the pool.

S. Cleanup and Restoration Requirements

The facility must be returned in "Guest-Ready" condition to receive a full deposit refund.

Requirement Category	Cleaning Task
Trash Disposal	All trash removed to external District dumpster; liners replaced
Surfaces	All tabletops, counters, and bar areas wiped clean of residue
Kitchen	Refrigerator emptied and wiped; microwave cleaned; sinks cleared
Floors	All floors swept and spot-mopped for spills using approved agents
Furniture	Tables and chairs returned to exact original positions (lifting, not dragging)
Decorations	All tape, balloons, string, and signage removed; no wall damage
Glass/Restrooms	Handprints wiped from glass doors; toilets flushed; debris removed
Personal Property	All catering supplies and personal items removed from premises

T. Cancellation Policy

Full Refund: Written notice must be communicated at least two (2) weeks (14 days) prior to the event.

Late Cancellation: If cancelled less than two weeks prior, the security deposit is forfeited, though the rental fee is returned.

No-Show: Reservations are considered cancelled if the Renter is more than 15 minutes late for the start time, resulting in forfeiture of fees and deposits.

U. Indemnification and Liability

The Renter agrees to defend, indemnify, and hold harmless the Beach Community Development District, its supervisors, and staff from all liability, claims, actions, or personal property damage arising from the use of the facilities. Nothing in this Agreement waives the District's sovereign immunity under Section 768.28, Florida Statutes.

PART 3: TAMAYA HALL PREMIUM FACILITY ADDENDUM

Tamaya Hall is the premier asset of the Tamaya community, featuring high-performance hardwood floors and premium custom finishes. Because this space is a "showcase" status, the District maintains an uncompromising standard for its care.

A. Absolute Furniture Prohibition

Under no circumstances shall any furniture (tables, chairs, sofas) be dragged, slid, or moved by the Renter, guests, or vendors. Moving furniture risks scratching the floors and will result in immediate and automatic forfeiture of 100% of the security deposit ($750.00). Custom layouts must be requested 7 days in advance for staff approval and instruction with supervision.

B. Rigorous Floor Protection and Decoration Rules

Vendor Equipment: All external equipment (DJ booths, catering carts, photo booths) must have non-marring rubberized feet or be placed on District-approved protective mats/rugs.

Footwear and Spills: Guests are discouraged from wearing stiletto heels (≥ 2.5 in), metal cleats, or spikes. All liquid spills must be blotted immediately.

Restricted Adhesives: No tape, nails, staples, tacks, or screws may be applied to walls, woodwork, or floors. Decorations are limited to tabletops only.

Fire Safety: No candles, open flames, smoke machines, or fog machines are permitted.

C. Mandatory Photo-Audit Protocol

To ensure transparency and protect the Renter from liability for pre-existing conditions, the following "Photo-Audit" is required:

1. **Pre-Event Photos:** Renter must take 12–15 time-stamped photographs of the entire hall (floors, furniture legs, kitchen, and walls) immediately upon arrival and prior to any setup.
2. **Post-Event Photos:** Renter must take an identical set of photos after cleanup but before departure.
3. **Legal Assumption:** Failure to capture "Before" photos constitutes a binding admission that the facility was in perfect, pristine condition upon arrival.

D. Kitchen and Restoration Standards

Tamaya Hall must be returned in "Guest-Ready" condition.

Category	Requirement
Kitchen	Appliances wiped clean; refrigerator emptied/wiped; sink cleared of debris
Trash	All waste bagged and moved to external District dumpster; new liners installed
Surfaces	Tabletops and bar areas wiped free of sticky residue/spills; linens must be used if food is served
Floors	Entire area swept and spot-mopped using only District-approved cleaning agents

E. Financial Obligations and Staffing for Tamaya Hall

Fees: Rental is $850.00 (6-hour limit) or $1,250.00 for a Combo rental (8-hour limit).

Security Deposit: A $750.00 performance bond is required at the time of booking.

Mandatory Security: A security officer is required for events with alcohol or extending past 10:00 p.m.

Alcohol: Requires $1,000,000.00 liability insurance naming the District as co-insured and a licensed bartender.

PART 4: ACKNOWLEDGMENT, AUTHORIZATION, AND SIGNATURE

By signing below, the Resident/Member acknowledges and represents as follows:

ACKNOWLEDGMENT OF RECEIPT AND REVIEW: I acknowledge that I have received, read, and fully understand this comprehensive Master Facility Rental Agreement, including all Parts and Sections contained herein. I have received the full Facility Use Agreement and agree to adhere to all rules, including the Tamaya Hall Addendum (if applicable), which strictly prohibits the movement of furniture and requires mandatory photographic documentation to protect the security deposit.

AUTHORIZATION TO BIND ATTENDEES: I represent that I have the full authority to execute this Agreement and to bind all attendees, guests, vendors, contractors, and other persons participating in or attending the event covered by this Agreement to all terms and conditions contained herein. I accept full responsibility for the conduct of all such persons and for any damage they may cause to the Premises.

ACKNOWLEDGMENT OF STRICT DEPOSIT REQUIREMENTS: I understand that Tamaya Hall contains immaculate hardwood floors and new, premium furniture that require special protection. I acknowledge that the requirements for return of the security deposit are extremely strict. I specifically understand and agree that:

- NO FURNITURE SHALL BE MOVED, RELOCATED, OR REARRANGED UNDER ANY CIRCUMSTANCES without the prior written approval of the Facility Manager. Any unauthorized movement of furniture will result in the immediate and automatic forfeiture of 100% of the security deposit ($750.00).
- I am strongly encouraged to take comprehensive time-stamped photographs of the Premises before and after the event to document the condition and protect myself from liability for pre-existing conditions.
- Failure to take "Before" photographs constitutes a binding admission that the facility was in perfect, pristine condition upon my arrival.
- I accept full financial liability for any damage exceeding the security deposit, including floor refinishing or furniture replacement costs.

COMPLIANCE WITH RULES AND REGULATIONS: I agree to comply with all rules, regulations, policies, and directions from Amenity Facility Staff. I understand that any violation—particularly regarding furniture movement, floor care, unauthorized area access (Pool/Slide), or prohibited items—will result in the total forfeiture of the Security Deposit and potential additional billing.

INDEMNIFICATION AND HOLD HARMLESS: In consideration of being permitted to use the Premises, I hereby agree to defend, indemnify, and hold harmless the Beach Community Development District, its supervisors, agents, employees, and contractors from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for any injuries, death, theft, and real or personal property damage of any nature arising out of or in connection with the use of the facilities contemplated by this Agreement.

UNDERSTANDING OF CONSEQUENCES: I understand that failure to comply with the requirements of this Agreement may result in: forfeiture of all or part of the security deposit; additional charges for damage; immediate termination of the event; and loss of future rental privileges.

STEWARDSHIP RESPONSIBILITY: By renting Tamaya Hall or any facility of the Tamaya Amenity Center, I accept a responsibility to serve as a steward of these valuable community assets. I agree to use the facility only for its intended purposes, leave the facility in the same or better condition than it was found, report any damage or maintenance issues to the District, and encourage guests to respect the facility and its rules.

RENTER SIGNATURE AND CERTIFICATION

By signing below, I, the undersigned, hereby certify that I have read and understand this entire Agreement, that all information provided by me is accurate and complete, that I have had the opportunity to ask questions and receive satisfactory answers, and that I agree to be bound by all terms, conditions, and obligations set forth herein.

Resident/Member Signature: _____ Printed Name: _____

Date: _____

DISTRICT REPRESENTATIVE ACKNOWLEDGMENT

District Representative Signature: _____ Printed Name/Title: _____

Date: _____

WITNESS ACKNOWLEDGMENT (OPTIONAL)

Witness Signature: _____ Printed Name: _____

Date: _____

PART 5: INSPECTION CHECKLISTS

A. Pre-Event Checklist and Inspection

This section must be completed before any setup or decorations are placed.

Resident Check-in Time	

Item / Area	Satisfactory? (Y/N)	Pre-Existing Damage / Notes
Floors (Hardwood/Tile/Carpet)		*Note any scratches, scuffs, or stains*
Furniture (Tables/Chairs/Sofas)		*Count present and verify integrity*
Walls, Doors, and Baseboards		*Note existing marks or adhesive residue*
Windows and Glass Doors		*Inspect for smudges or fingerprints*
Kitchen: Appliances/Countertops		*Verify fridge is empty and microwave is clean*
Lighting and HVAC Panels		*Confirm functional settings*
Trash Receptacles		*Ensure all bins are empty with liners*

Mandatory Requirement: *The Resident is strongly encouraged to take 12–15 time-stamped photographs of the facility (floors, furniture legs, and surfaces) upon arrival to establish a baseline.*

B. Post-Event Checklist and Inspection

The Renter must satisfy all of the following conditions to be eligible for a full deposit refund.

Check-out Time	

General Area Restoration

☐ **Furniture:** All tables and chairs returned to their exact original positions
☐ **Furniture Movement:** Absolutely no furniture was dragged or slid across hardwood floors (Tamaya Hall)
☐ **Trash Disposal:** All waste bagged, tied, and removed to the external District dumpster
☐ **Liners:** New trash bags/liners installed in all internal receptacles
☐ **Surfaces:** All tabletops, bar areas, and counters wiped free of sticky residue and debris
☐ **Decorations:** All tape, strings, balloons, and signs removed; no damage from adhesives

Kitchen and Appliances

☐ **Refrigerator:** Completely emptied and interior/exterior wiped down
☐ **Microwave:** All food residue, grease, and splatters cleaned
☐ **Sinks and Cabinets:** Sinks cleared and scrubbed; all used cabinets wiped out

Floors, Glass, and Utilities

☐ **Floors:** Swept completely and spot-mopped using District-approved chemicals only
☐ **Glass Doors/Windows:** Handprints and smudges wiped from all glass surfaces
☐ **Restrooms:** Toilets flushed and floors cleared of debris
☐ **HVAC and Lights:** Lights off and HVAC returned to 74°F / standard unoccupied settings

To be completed by a District Representative after the Renter completes cleanup.

Area	Satisfactory? (Y/N)	Staff Notes / Deduction Charges
Trash and Liners		$ _____
Floor Condition		$ _____
Furniture Layout		$ _____
Kitchen Restoration		$ _____
Rule Compliance		$ _____

C. Final Deposit Disposition

Deposit Disposition:
☐ Full Refund Approved
☐ Partial Deduction: Reason _____ (Amt: $_____)
☐ Total Forfeiture: Reason _____ (Amt: $_____)

Note: Security deposits are typically processed via check within 10–30 business days following a satisfactory inspection.

District Representative Sign-Off

District Representative Signature: _____ Date: _____