

Julington Creek Plantation Community Development District Non-Resident User Agreement

THIS AGREEMENT, made and executed this ____ day of _____, 201__, by and between the Julington Creek Plantation Community Development District (“District”), and _____ whose address is _____ (“User”). The District is the owner of the real property and facilities comprised of pools and other recreational facilities within the District located in St. Johns County, Florida (“Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family 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. User shall pay a one-time non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months. (Please Initial Membership Type).

_____ \$2,100/Year Family All-Amenities

_____ \$1,300/Year Individual All-Amenities

The 12-month period shall commence as of the date of this agreement and terminate on that same date the following year.

2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and family members residing in his/her household 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 and successors. Nothing herein shall inure to the benefit of any third-party, not a party to this Agreement.
3. User agrees that use of Facilities by User, User’s family members residing in his/her household, and User’s guest shall be subject to all rules, policies and procedures of the District as may be amended from time to time and by signature on this form, hereby agrees he/she has received a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. Failure by User, family members residing in his/her household, or User’s guests 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 Membership Fee shall be refunded.
4. User(s) agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the Julington Creek Plantation Community Development District (JCPCDD or District) and are non-transferable, in accordance with the District’s rules, policies and/or regulations. In consideration for the admittance of the herein listed persons, along with each of their guests, to utilize District property and District facilities, including without limitation the Aquatic Complex, Recreation Center and Sports Plex owned and operated by the

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JCPCDD (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the JCPCDD, its staff, supervisors, agents, officers 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 use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the JCPCDD. Furthermore, User(s) understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of tennis or basketball court(s), use of playground, use of skate park, or other activities on District owned property. User(s) expressly acknowledges on behalf of him/her self and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. User(s) hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of User(s), or his or her minor children's, participation in these activities. User(s) further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability 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.

5. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law.

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

USER

PLANTATION

JULINGTON CREEK

COMMUNITY DEVELOPMENT

DISTRICT

By: _____

By: _____

Payment Type: Cash Check # _____ Credit

Date Paid: _____

Amount of Payment: \$ _____

Amenities Expiration Date: _____

E-mail added to jpcdd.org: _____

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HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Birthdate	Cell Phone	Email Address
Name(s) of Children	Birthdate	Cell Phone	Email

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PLEASE INDICATE HERE IF NON-RESIDENT USER IS COMMERCIAL:

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____

Address _____
Street Address
Apartment/Unit #

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____

Cell Phone Number _____ Name _____

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Cell Phone Number _____ Name _____

Email Address(es) _____

Please select all that apply:

- I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? YES
 NO

If you answered yes, please provide specific information below in the blank space: