

APPROVED

**MINUTES
SUN CITY CENTER COMMUNITY ASSOCIATION, INC
BOARD OF DIRECTORS MEETING
WEDNESDAY, JANUARY 9, 2013
ROLLINS THEATER**

DIRECTORS PRESENT

Ed Barnes, President	Al Alderman	Mike Killian
Jane Keegan, Vice President	Chuck Collett	Sam Sudman
David Floyd, Secretary	Howie Griffin	
Neil Rothfeld, Treasurer		

OTHERS PRESENT

Lyn Reitz, Community Manager
Carol Donner, Recording Secretary
12 Members

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

President Barnes called the meeting to order at 9:00 a.m. All present joined him in the Pledge of Allegiance. A quorum was established with 9 members present.

II. APPROVAL OF THE MINUTES

There being no objections or corrections, the minutes of the Board Meeting held on December 12, 2012 were approved as presented.

III. SECRETARY'S REPORT

Acknowledgements –Secretary Floyd reported that the CA had received \$121 from Monday Movies to offset license fees; the Needlecrafters Club donated \$650 to the Hardship Fund and \$75 to the Holiday Walk; the Front Porch Pickers donated \$807 to the Hardship Fund; the Sun City Line Dancers Club donated \$100 to the Hardship Fund and the RV Club donated \$1,500 to the Hardship Fund. In addition, The Men's Club contributed \$5,106 for the automatic door at the Lap Pool area; the Oldies but Goodies Dance Club contributed \$5,000 for stage curtains at Community Hall; the Ceramics Club paid \$978 for rebuilding a kiln and the Dog Owners Group paid \$768 for fencing at the dog park. The Billiards Club paid \$1,750 directly to Robertson Billiard Supplies to replace pool table covers, cues and web pockets.

IV. PRESIDENT'S REPORT

A copy of President Barnes' report is attached.

V. TREASURER'S REPORT

Treasurer Rothfeld reported on financials through December 31, 2012. These are preliminary figures subject to audit. The Operating Fund had a net cash balance of \$509,532. Liens filed were \$86,763. In the Capital Fund, there is a balance of \$1,543,432. Capital Fund Fees were received on 33 homes in December for a total of 384 homes for the year versus a budget of 240 homes. In the Replacement Fund, there was a balance of \$1,658,145. The Renovation Fund had a balance of \$30,794.

IV. MANAGER'S REPORT

Community Manager Lyn Reitz's report is attached.

VI. STANDING COMMITTEE REPORTS (None)

VII. SPECIAL PURPOSE COMMITTEE REPORTS (None)

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

1. Approval of Committee Chairpersons for 2013

Treasurer Rothfeld **MOVED** that the Board approve the following Committee Chairpersons for 2013 as follows:

STANDING COMMITTEES:

Budget – Jerry Mahoney
Consumer Affairs – Dale Potter
Elections – Tommy Wardlow, Chair and Barbara Gingrich, Vice Chair
Governmental Affairs – Bob Shangraw, Co-Chair and Don Nathan, Co-Chair
Internal Audit – Tom Culliton

SPECIAL COMMITTEES:

Bingo – Janet Love
Communications – Jane Keegan
Entertainment – Judy Schings
Fitness Center – Sam Sudman
History Society of Sun City Center – John Bowker
Hospitality – Janet Ditmore
Restrictive Covenants – Paul Wheat
Web Site – Nan Baytos, Co-Chair and Maggie Pliska, Co-Chair

OTHER COMMITTEES:

Pebble Beach Task Force – Paul Wheat
Long Range Planning Implementation Committee – David Floyd

SECOND: Director Collett. **VOTE:** Unanimous in favor by voice vote. Motion carried

2. Appointment of Editor-in-Chief and Ombudsman of "The News of Sun City Center"

Director Griffin **MOVED** that the Board appoint Karen Jones as Editor-in-Chief and Ilona Merritt as Ombudsman of "The News of Sun City Center" for 2013. **SECOND:** Director Alderman. **VOTE:** Unanimous in favor by voice vote. Motion carried

3. Appointment of The Projects Office (TPO) Chairperson

Director Sudman **MOVED** that the Board appoint Al Alderman as Chairperson of The Project Office (TPO) for 2013. **SECOND:** Director Collett. **VOTE:** Unanimous in favor by voice vote. Motion carried

4. Bank Signature Approval

Director Griffin **MOVED** that the Board approve the following signatories for all banks that the Community Association has accounts with:

Edmund L. Barnes, President
Patricia Jane Keegan, Vice President
David T. Floyd, Secretary

Neil S. Rothfeld, Treasurer
Albert D. Alderman, Jr., Director
Marvin S. Sudman, Director

SECOND: Director Sudman. **VOTE:** Unanimous in favor by voice vote. Motion carried

5. Approval of purchase of new stage curtains at Community Hall

Director Alderman **MOVED** that the Board approve the purchase of new stage curtains at Community Hall from Heil's Curtain Specialties at a cost of \$6,518.69. Of this amount, the Oldies but Goodies Dance Club has contributed \$5,000 and the balance of \$1,518.69 will be expensed from Operations Account #68000. **SECOND:** Director Griffin. **VOTE:** Unanimous in favor by voice vote. Motion carried

6. Approval of amendments to Policy 6.01.A.1 Political Activities, 6.01.B Requirements, 6.01 D Schedule "A" and 8.06 E. Funeral Leave

Secretary Floyd **MOVED** that the Board approve amendments to Policy VI. Facilities:

Section 6.01.A.1 Political Activities
Section 6.01.B Requirements
Section 6.01.D Schedule A Rental Fees and Exceptions

and to Policy VIII. Personnel:

Section 8.06.E Funeral Leave

as presented (attached) and published in the January issue of "The News of Sun City Center".

SECOND: Treasurer Rothfeld. **VOTE:** Unanimous in favor by voice vote. Motion carried
Director Collett asked that the record show that the policy changes will be attached to the minutes.

7. Approval of insurance renewal

Treasurer Rothfeld **MOVED** that the Board approve the renewal of the following insurance policies for 2013:

Property - \$73,960 (expensed to Operations Account #63104)
General Liability - \$30,032.91 (expensed to Operations Account #63100)
Fidelity Bond - \$2,505 (expensed to Operations Account #63400)
Directors & Officers Liability - \$16,429.85 (expensed to Operations Account #63300)
Umbrella - \$12,150.94 (expensed to Operations Account #63102)
Equipment Breakdown - \$804 (expensed to Operations Account #63104)

Worker's Compensation - \$73,100 (expensed to Operations Account #63101)
Automobile - \$4,837.58 (expensed to Operations Account #63105)

for a total of \$213,820.28. **SECOND:** Director Alderman. **VOTE:** Unanimous in favor by voice vote. Motion carried

8. Approve contract and deposit check for 2013 July 4th Fireworks

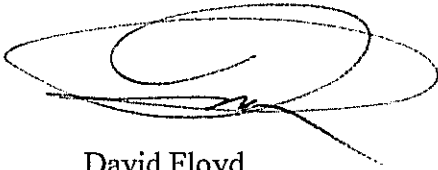
Director Alderman **MOVED** that the Board approve a contract with Garden State Fireworks for a July 4, 2013 fireworks display in the amount of \$20,000 and a deposit check of \$10,000 from the Operations Fund to be repaid from the Fireworks Fund. **SECOND:** Director Collett. **VOTE:** Unanimous in favor by voice vote. Motion carried

X. **GOOD & WELFARE** (None)

XI. **ADJOURNMENT**

Director Alderman **MOVED** the meeting be adjourned. **SECOND:** Director Sudman. **VOTE:** Unanimous in favor by voice vote. The meeting was adjourned at 9:30 a.m.

AUDIENCE PARTICIPATION



David Floyd
Corporate Secretary
DF:cd
Attachments (3)

ADDENDUM – MINUTES – JANUARY 9, 2013

*Audience comments are not an official part of the Board Meetings
They are condensed and summarized for reference only.*

NAME	SUBJECT
Stan Juczak	Expressed concern about the future of the Library which was rated very high on the survey; however, it was put at the bottom of the list by the Blue Ribbon Panel. <i>The Board is aware and there have been some discussions – perhaps an expansion of the Library.</i>
Jerry Anderson	Presented the Board with a plan for a new archery program.
John Bowker	Reported that Don Morse, who left a major mark in Sun City Center, died in December. Commented on how long Dale Potter has been Chair of the Consumer Affairs Committee.
Paul Wheat	Mr. Morse’s memorial service will be held on January 12 th at 10 am at the Sun City Center Funeral Home.

President Ed Barnes' Report – Board of Directors Meeting - January 9, 2013

Since this is the first meeting of a new CA fiscal year, we have a lot of administrative issues to deal with today. We have to appoint all of the Committee Chairpersons, the Editor and Chief of the NEWS of Sun City Center, Ombudsman for the Newsletter, the TPO plus several other administrative issues as well as consider a couple of new contracts.

First I would like to thank the almost 300 members (actually 294) that showed up at the Annual Membership Meeting. That gave us the first quorum in over a year. Thank you for showing your interest in our community and the association.

Second I would like to clarify some of the comments that were made at the Membership Meeting in regard to the Master Plan. The next step in this process will be for a Board Committee to take four things: Blue Ribbon Committee report; elements of the previous planning efforts; additional factors which have evolved since the Community Survey and; input from the membership in developing an overall Master Plan. The Master Plan will be in the form of drawings of the Central Campus which depicts the layout of facilities and the proposed changes to the campus. We will probably hire an architect to help us with that layout. Once we have a draft of the Master Plan I plan to hold Town Hall Meeting and perhaps Coffee and Conversations. Remember, the primary basis of this plan will be the Community Survey. What I hope to achieve is a sequential time phased plan of projects to improve and/or upgrade the overall facilities of the SCCCA.

This process will have several elements.

1. The TPO, with outside help, will physically construct the Master Plan document. I plan to expand the TPO to include some additional members to help with this effort. Al Alderman is the TPO leader.
2. Campus Improvements Sub-committee: This subcommittee will examine the existing facilities to determine any needed improvements and upgrades. The improvements would be coordinated to ensure uniformity of the campus. Funding would come primarily from the reserve funds. This will be lead by Jane Keegan.
3. Financing Sub-committee: The purpose of this subcommittee will be to review and analyze possible alternatives for funding as we go downstream. Rest assured that any possible funding other than pay as you go will be only with membership approval. Chuck Collett will lead this group.
4. Community Information Sub-committee: The purpose of this subcommittee will be to keep the membership informed of the overall progress with newsletter articles, presentations to clubs and other groups. David Floyd will lead this group.

There will be membership reviews of this plan as we move forward. Will there be a vote on the overall Master Plan? Not clear to me that one is required since the membership will vote on any project that exceeds the By Law limitations.

There also seems to be some confusion over how this will be paid for – our initial plan is to use the existing Capital Fund monies that we have collected over the past few years, as the funding

source for the near term projects. Other projects may be funded from the Renovation & Reserve Accounts as applicable. Regardless of the source of funding, the Board will follow our governing documents and take any expenditure that exceeds the limitations in the By-Laws to the members for approval. Projects will be attacked as whole projects there will be no splitting of projects to avert the governing documents.

Next Topic is North and South Pebble Beach Blvd. I have harped on this issue several times because it is extremely important that all of the members be very aware of the elements of this issue. We have a commitment to come up with a plan on how we as a community, want to proceed with this issue. It is important that the members understand each of the options for conducting Pebble Beach maintenance in the future, and the pros and cons of each option. At the March Membership Meeting, Paul Wheat will provide a report to the Membership on the status of his task force. I plan to hold several Coffee and Conversations and/or Town Hall Meetings over the course of the summer and fall on this subject. Whatever we decide to do, this issue will be decided by a members vote.

By now, all of you should have received in the mail a notice that the membership dues are due by January 31. So far, we are having a very good turnout of members coming to the office and mailing in dues – thank you. Dues become past due on February 1st and late penalties will be applied.

We plan to continue our email blasts to keep the membership aware of issues and events affecting the community. If you are not receiving these emails, just provide your email address to the CA office and we will add you to the mailings.

Sun City Center Community Association

Board of Directors Meeting

January 9, 2013 from Lyn Reitz, Community Manager

Audit --- Working to get the year end closed and the Annual Audit underway.

Horizon Room --- Working on getting all of my components together for the TPO and Boards review to renovate the Horizon Room now that the Caper Room is almost completed.

Outdoor Maintenance Shed --- We have completed the installation of a shed behind the maintenance building to keep all of the CA materials safe and from being unsightly.

Shredding Day --- Shredding day has been scheduled for March 22nd from 9am to Noon. It will be located in the same spot as always behind the CA Offices. Make sure you come and take part of this worthwhile event to destroy your personal documents safely.

Volunteer Luncheon --- If you have volunteered in 2012 for any CA event or Committee please join the Board on February 15th from Noon until 2pm in the Florida Room for a luncheon in appreciation of all your hard work. Hope to see you there.

Resident Count --- As of December 31st, total residents were 10,478 and total membership dues were 11,212. We are now tracking the residents and vacancies separately to have a true accounting for our records and budgeting processes.

PROPOSED CA POLICY CHANGES

Additions are noted in bold type and deletions by a ~~strike through~~.

Policy VI. Facilities

6.01 A.1 Political Activities

d. CA members may rent, on a space available and signed contract basis, CA facilities for electioneering/campaigning activities by paying in advance the non-re-fundable rental fees and security deposits (fair market value) established in Policy 6.01.D.1. **Rents will be collected for all days of the rental period. The contract will specify the days and times of the rental (Appendix 6.01 B).** CA members must sign a declaration that **states** electioneering/campaigning activities are not sponsored by the CA (**Appendix 6.01 A**). No CA member or affiliated club will **normally** be displaced from a scheduled event without **their** permission.

i. All requests by members to rent CA facilities must be submitted to the Community Association Manager no more than thirty (30) days in advance for initial processing or, in his/her absence, to the Association President or Vice President for processing and approval.

ii. No advertisements for the Event can in any way imply that the Association is hosting or sponsoring the Event, or in any way endorses any political candidate for office.

iii. **Prior to the event no political signs may be placed on or literature distributed on CA property. All signs must be removed at the conclusion of the event. Signs may be displayed in the rented room and literature may be distributed during the event. Sales of items will be allowed if the appropriate fees are paid by the vendors..**

iv. **No ticket distributions for the event will be made from a CA facility.**

v. **The CA member renting the facility space will assume all responsibility for any damages to CA property.**

vi. **Standard Set up/Take down fees as noted in Policy 6.01 D.1. will apply. Additional CA labor utilized for the Event will be charged to the renter. Reconfigurations of the facilities, if approved, will be subject to charges for CA labor.**

vii. The agreement for the use of the facility may be terminated if any announcement, advertising, or other communication for the Event misstates in any way the CA's involvement with the Event or any political candidate appearing, or in the opinion of the President or Vice President or on the advice of Association Counsel, the Event may put the Association's IRC 501(c) (3) tax exempt status at risk.

viii. Rentals will be subject to Hillsborough County Fire Department capacity and CA **must** approve room layout provisions. The member renting the facility will be held responsible for any capacity or layout violations.

6.01 B. Requirements

3. Deposits and Fees (Replace c. with the following)

c. Non-CA Affiliated Clubs/Community Organizations may schedule a room for a community event based on room availability through the Room Coordinator. Fees and Deposits will apply as described in section 6.01 D. SCHEDULE "A". Set Up/Take Down Fees will be assessed by the CA for non-CA member functions to prepare a room for an event and to return the room for general use after an event. These rooms are available on a space available basis and a contract must be signed (Appendix 6.01 B). Non-CA events will be reviewed by the Community Manager prior to acceptance of the contract and brought before the CA Board as deemed appropriate by the Community Manager.

i. Rental fee is the charge for the facility or room.

ii. Set Up/Take Down Fee is the charge to prepare the room and return it to the previous condition.

iii. Security Deposit is required for all rentals and may be applied towards any damages or cleaning charges.

d. Individual Members may engage a room, for a private function primarily attended by CA members, once each calendar year. A security deposit is required. Any individual member engaging rooms for private social functions more than once in any calendar year shall pay a security deposit and pay ½ (50%) of the rental fee stated in 6.01.D Schedule "A" for each additional function, **plus all (100%) of the Set Up/Take Down Fees. The reserving member must be on-site host/hostess.**

f. Rental Fees, rooms available, hours, Set Up/Take Down Fees, and Security Deposits will be determined by the CA Board and may be changed at their discretion.

5. After each use, the room must be returned to a clean and orderly condition. Unused food, disposable dinnerware, empty bottles, etc. must be placed in the receptacles provided. If the rooms do not pass a post-activity inspection **by the Community Manager**, the security deposit will not be returned.

6.01 D. Schedule "A"

Rental Fees, Security Deposits, **Set Up/Take Down Fees** and Exceptions to Policy 6.01 "B" 1 thru 9.

1. Rental Fees, **Set up/Take down Fees**, and Security Deposits

Room	Rental Fee	Set Up/Take Down Fee	Security Deposit
Armstrong Room	\$250.00	\$0.00	\$150.00
Caper Room	\$250.00	\$75.00	\$150.00
Community Hall (excluding rooms 3, 4, & 5)	\$1,500.00	\$350.00	\$500.00
Community Hall (including rooms 3, 4, & 5)	\$1,600.00	\$400.00	\$600.00
Community Hall (Rooms 3, 4, & 5)	\$75.00/each	\$25.00/each	\$150.00
Florida Room	\$600.00	\$150.00	\$250.00
Heritage Room	\$250.00	\$0.00	\$150.00
Palm Room	\$75.00	\$0.00	\$50.00
Royal Room	\$75.00	\$0.00	\$125.00
Rollins Theater	\$500.00	\$100.00	\$150.00
Sandpiper Room	\$250.00	\$75.00	\$150.00
Eberhardt Bldg.	\$400.00	\$100.00	\$150.00

2. Exceptions

Organization	Rental	Set Up/Take Down Fee Required	Security Deposit
AARP Driver Safety	Free	No	Yes
Emergency Squad	Free	No	Yes
Samaritans	Free	No	Yes
Houses of Worship	Free	Yes	Yes
Kiwanis International	Free	Yes	Yes
Rotary International	Free	Yes	Yes
Knights of Columbus	Free	Yes	Yes
Community Foundation of SCC	Free	No	Yes
Interfaith Council	Free	No	Yes
Neighborhood Associations in the SCC-CA	Free	No	Yes
Security Patrol	Free	No	Yes
Minto Communities	Free	Yes	Yes
ClubLink	Free	Yes	Yes
SCC Chamber of Commerce	Free	Yes	Yes

Appendix 6.01 A



**COMMUNITY
ASSOCIATION, INC.**

1009 N. PEBBLE BEACH BLVD. • SUN CITY CENTER, FLORIDA 33573
(813) 633-3500 • FAX (813) 634-3486

SUN CITY CENTER COMMUNITY ASSOCIATION POLITICAL EVENT AGREEMENT

The Sun City Center Community Association is a 501(c)(3) organization, as such it cannot sponsor in any manner of form or support a political position for or against a candidate, political party, or event. An individual member may rent a Community Association facility for political purposes, but must be done at the same charge as to any other user for the facility. The Community Association Policy must be adhered to as described below. A rental contract also must be signed. The Renter must also sign the POLITICAL EVENT AGREEMENT.

6.01 A.d. CA members may rent, on a space available and signed contract basis, CA facilities for electioneering/campaigning activities by paying in advance the non-refundable rental fees and security deposits (fair market value) established in Policy 6.01.D.1. Rents will be collected for all days of the rental period. The contract will specify the days and times of the rental. No CA member or affiliated club will be normally displaced from a scheduled event without their permission.

- i. All requests by members to rent CA facilities must be submitted to the Community Association Manager no more than thirty (30) days in advance for initial processing or, in his/her absence, to the Association President or Vice President for processing and approval.
- ii. No advertisements for the Event can in any way imply that the Association is hosting or sponsoring the Event, or in any way endorses any political candidate for office.
- iii. Prior to the event no political signs may be placed on or literature distributed on CA property. All signs must be removed at the conclusion of the event. Signs may be displayed in the rented room and literature may be distributed during the event. Sales of items will be allowed if the appropriate fees are paid by the vendors.
- iv. No ticket distributions for the event will be made from a CA facility.
- v. The CA member renting the facility space will assume all responsibility for any damages to CA property.

Appendix 6.01 A

vi. Standard Set up/Take down fees as noted in Policy 6.01 D.1. will apply. Additional CA labor utilized for the Event will be charged to the renter. Reconfigurations of the facilities, if approved, will be subject to charges for CA labor.

vii. The agreement for the use of the facility may be terminated if any announcement, advertising, or other communication for the Event misstates in any way the CA's involvement with the Event or any political candidate appearing, or in the opinion of the President or Vice President or on the advice of Association Counsel, the Event may put the Association's IRC 501(c) (3) tax exempt status at risk.

viii. Rentals will be subject to Hillsborough County Fire Department capacity and CA must approve room layout provisions. The member renting the facility will be held responsible for any capacity or layout violations.

The parties hereby agree that this document contains the Understanding between the parties and this Understanding shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

As to the Sun City Center Community Association, Inc. this _____ day of _____, 20____.

SUN CITY CENTER COMMUNITY ASSOCIATION:

Sign: _____ Sun City Center Community Association, Inc.

Date: _____

As to Renter, this _____ day of _____

RENTER:

Sign: _____ Date: _____

Print: _____

SUN CITY CENTER COMMUNITY ASSOCIATION, INC.
ASSOCIATION PROPERTY USE AGREEMENT

THIS USE AGREEMENT dated _____, 201____, is made by and between Sun City Center Community Association, Inc. (hereinafter "Sun City Center" or the "Association") and _____ (hereinafter "Applicant").

RECITALS

A. Association owns and controls the "Rental Area":

B. Applicant desires to use the Rental Area to host a party, gathering, or other social, recreational, or business event (hereinafter "Event") as follows:

Date(s): _____

Time: Beginning: _____ End: _____

Nature/Details Regarding the Event: _____

Number of guests: _____

C. The Applicant Requests that the Association provide the items listed in the attached Exhibit "A" for use during the Event and sets the items up in accordance with set up instructions also set forth in Exhibit "A" in consideration of the Room Set-Up fee stated below.

D. Association agrees to allow Applicant to use the Rental Area for the Event under the terms and conditions of this Use Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The recitals above are true and correct.
2. Rent. Applicant shall pay to Association rent in the sum of \$ _____ for use of the Rental Area for the Event described. Payment shall be made immediately upon the signing of this Use Agreement by Applicant.
3. Room Set Up. If the Applicant requests the Association to provide the items as set forth in Exhibit "A", the Association will attempt to provide those requested items and set them up in accordance with the set up instruction also set forth in Exhibit "A" to the extent practical. Applicant agrees to pay Association a Room Set-Up Fee in the amount of \$ _____ in consideration of the Association attempting to provide the items as set forth in Exhibit "A." The Association will endeavor to meet the Applicants request for items and set up as stated in Exhibit "A", however the Association is under no obligation, contractual, legal or otherwise to provide the items listed in Exhibit "A" or set up the Event Area as set forth in Exhibit "A." If the Association cannot provide an item requested or set the Event Area up as requested by Applicant, the

Association shall inform Applicant of the same prior to the start time of the Event and shall return to Applicant a pro-rata amount of the Room Set-Up fee stated above. The parties agree that the amount of the returned Room Set-Up Fee to Applicant shall be in the sole and absolute discretion of the Association.

3. Term. The term of this Agreement shall be from the day and time that Applicant executes this Agreement until such time as Applicant fulfills his or her obligations pursuant to this Agreement.

4. Compliance. Applicant agrees to abide by the Rules and Regulations and agrees to be responsible for Applicant's guest(s)', invitee(s)', and licensee(s)' compliance with Rules and Regulations attached hereto as Exhibit "B." In addition, by signing below, Applicant agrees to be bound by the terms and conditions set forth in this Use Agreement, and agrees to be responsible for Applicant's guest(s)', invitee(s)', or licensee(s)', compliance with this Use Agreement, which is contractual in nature and not a mere recital. Applicant, as well as Applicant's guest(s), invitee(s), or licensee(s) shall comply with all Federal, State and local laws and ordinances while in the Event Area or on Association property.

5. Use of Property. Applicant agrees that the Event Area is to be used for the purpose described above and for no other purpose without the prior written consent of the Association. Applicant shall not use the Event Area for any unlawful purpose or so as to constitute a nuisance.

6. Indemnification. In consideration for the use of the Event, Applicant expressly agrees that Applicant shall assume all risks and liability associated with the use of the Event Area and Association real or personal Property by Applicant and Applicant's guest(s), invitee(s), licensee(s) or trespasser(s). Applicant hereby releases and shall hold harmless and indemnify the Association, its employees, officers, directors, members, managers, agents and management (hereinafter "Indemnitees") from any damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons whether employees of the Association or otherwise, and to all property, including loss of use thereof, caused by, resulting from, arising out of or occurring in connection with the Applicant's or Applicant's guests', invitees', licensees' or trespassers' use of the Event Area of Association property and facilities, and all damage, direct or indirect, of whatsoever nature, resulting from the use of the Event Area of Association property or facilities related to the Event. If any person shall make a claim for any damage or injury, including but not limited to, death resulting therefrom, as herein described, whether such claim is based upon the alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty, administrative regulation, whether non-delegable or otherwise, or obligation on the part of an Indemnitee or its agents, or otherwise, Applicant agrees to indemnify and save such Indemnitee harmless from and against all losses and liabilities, expenses, and other detriments of every nature and description, including, but not limited to, attorneys' fees, to which the Indemnitee may be subjected by reason of any act or omission of Applicant or any of Applicant's guest(s), invitee(s), licensee(s) or trespasser(s). Applicant agrees to assume on behalf of the Association the defense through counsel of any action at law or equity which may be brought against any of such parties upon such claim pursuant to the provisions hereof and to pay on behalf of same upon demand the amount of any judgment which may be entered against any such parties in any such action. The obligation under this paragraph shall be continuing and shall not be diminished or terminated for any reason whatsoever, including, but not limited to, the refund of any deposit to Applicant by the Association.

7. Security Deposit. A security deposit of \$ _____ shall be charged to Applicant for use of the Event Area. This refundable deposit shall be returned by the Association to Applicant upon the Association's community manager's confirmation that the Event Area has been cleaned and restored to its original condition prior to Applicant's use of the Event Area. If the Association discovers any damage to the Event Area, Association real or personal property or items provided as set forth in Exhibit "B" hereto, the Association incurs any other expense related to the Event, or the Applicant fails to comply with the Rules and Regulations attached hereto as Exhibit "A", a deduction from the security deposit will be made. The refund of a deposit or a portion of a deposit to Applicant shall not constitute a waiver or admission of any kind by the Association.

8. Cancellation. Association can deny Applicant's request to use the Event Area for any reason or for no reason at all. Association can cancel Applicant's request to use the Rental Area at any time, for any reason or

no reason at all. If Association denies Applicant's request or cancels Applicant's request, Association shall not be liable for any damages resulting from the denial or cancellation. Association will provide notice of denial or cancellation by written letter mailed to Applicant's last known address on file with the Association. In the event Association cancels the Applicant's request to use the Rental Area without cause prior to the event, Association shall return any rent paid or security deposit paid to the Applicant within thirty (30) days from the date of the Association's written cancellation of the Applicant's request to use the Rental Area.

9. Damage and Repairs. Applicant stipulates and agrees that, should the Association incur any expense in excess of the security deposit for damages caused by Applicant or Applicant's guest(s) invitee(s), licensee(s) or trespasser(s) to the Event Area, items listed in Exhibit "B" or Association real or personal property, Applicant shall be responsible to pay said monies to the Association within ten (10) days of a receipt of an invoice from the Association for said expenses. If Applicant fails to pay, Applicant shall be indebted to Association and shall promptly reimburse, defend and indemnify Association against all liability, loss, cost and expense arising from Event. Such indebtedness shall bear interest at the maximum contract rate allowed by law from the date payment is made by the Association until paid in full. Applicant specifically agrees to restore the Event Area, including any facilities related thereto, to their original condition following Applicant's use of the Event Area.

10. Default. If Applicant defaults under the terms and conditions of this Agreement, violates the Rules and Regulations, fails to comply with all Federal, State and local laws and ordinances, or damages (in any way) the Event Area or Association real or personal property, Association may immediately terminate Applicant's right to use the Event Area. Applicant and Applicant's guest(s), invitee(s), licensee(s) or trespasser(s) must vacate the Clubhouse and leave the property in good condition and repair. Termination under this paragraph shall not relieve Applicant from payment of any sum then due to Association or from any claim for damages previously accrued or then accruing against Applicant.

11. Review by Counsel. Applicant agrees and acknowledges that Applicant was afforded an opportunity to have this Use Agreement reviewed by counsel of Applicant's choosing prior to executing.

12. Miscellaneous. In the event that any provision of this Agreement is deemed to be invalid for any reason whatsoever, the balance of this Agreement shall remain in full force and effect.

13. Disputes. In the event that legal action of any kind is required to enforce this Use Agreement or to recover damages related to the breach of this Use Agreement, including appellate proceedings or bankruptcy, the prevailing party in such legal action shall be entitled to judgment against the non-prevailing party for the prevailing party's reasonable attorneys' fees and costs. In the event that any provision of this Use Agreement is deemed to be invalid for any reason whatsoever, the balance of this agreement shall remain in full force and effect.

APPLICANT

DATE: _____

SIGN: _____
Print Name: _____

SUN CITY CENTER COMMUNITY ASSOCIATION, INC.

SIGN: _____
Print Name: _____
Title: _____

DEPOSIT RECEIVED BY: _____ DATE _____

DEPOSIT RETURNED (amount) _____ DATE: _____

EXHIBIT "A"

REQUESTED ITEMS / ROOM SET-UP

EXHIBIT "B"

RULES AND REGULATIONS

Policy 8.06 Employee Benefits

8.06 E. Funeral Leave

1. Any full-time employee who has completed the 90 day introductory period may be granted up to three days (the day before, the day of, and the day after) leave with pay to arrange for or attend the funeral of an immediate family member. An immediate family member is defined as: husband, wife, **significant other/partner**, son, daughter, **step-son, step-daughter, step-sister, step-brother**, mother, father, sister, brother, **grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law**. In the case of death of a **brother-in-law, sister-in-law, niece, or nephew** the employee will be granted the day of the funeral with pay.