

CELEBRATION CDD CONSTRUCTION USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed construction is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. CCDD may, after due consideration for the date, time, place, nature, and location of the construction and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: _____

Mailing Address: _____ Phone: _____
_____ Email: _____

Contact Person (name and title): _____

Mailing Address: _____ Phone: _____
_____ Email: _____

Date of construction: _____ TIMES—Start: _____ End: _____

Nature of construction (including the type(s) of activities which will occur): _____

How does the construction benefit the constituents of the CCDD? _____

Number of people and vehicles expected to attend: _____

Area(s) to be used (attach sketch and/or legal description): _____

Will any sidewalks be closed? If yes, attach sketch to identify location(s): _____

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? _____ If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) _____ and will be completed at (time) _____

People will begin arriving at said area(s) at approximately (time) _____ and will be dispersed at (time) _____

Equipment and apparatus proposed to be utilized in connection with the construction: _____

Provider or description of debris and trash removal: _____

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Construction Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Signed by Applicant:

Date: _____

(Insert name of organization if applicable)

Witness: _____

Print Name: _____

Signature

Print Name: _____

Witness: _____

Print Name: _____

Title: _____

CONSTRUCTION USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement.

Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.

1. General Compliance: The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the Sunshine Law, the Public Records Law, the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
2. Right to Terminate: CCDD reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions, or provisions of this USE AGREEMENT, or, if in the judgment of CCDD or Osceola County, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
3. Indemnification: Applicant shall indemnify, defend, and hold harmless the CCDD and the officers, supervisors, agents, employees, and assigns of the CCDD from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees, and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions, and/or provisions of this USE AGREEMENT.
4. Sovereign Immunity: Nothing herein shall cause or be construed as a waiver of the CCDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this USE AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. Compliance with Law: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances, and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. Damage to Property: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CCDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CCDD shall send an invoice to the Applicant following the Construction, and Applicant shall make payment to the CCDD within fourteen (14) days of the Construction.
7. "As Is" Condition: Applicant accepts the use of the Area in its "as is condition." CCDD shall have no obligation to make any changes thereto. CCDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. Rules and Regulations: Applicant and Applicant's Representatives shall comply with the CCDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CCDD by any other person or entity including, without limitation, creating any objectionable noise, sound, or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. Right to Use Only: This USE AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. Other Conditions. Depending upon the nature of the Construction and the Area, the CCDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits, and coverage approved by CCDD) with respect to the Area and the Construction;
 - b) Security appropriate for the Construction and the Area;
 - c) Additional bond or deposit to cover cleanup/repair costs;
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CCDD during the Construction; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.
11. Public Records Compliance: Applicant understands and agrees that all documents of any kind relating to this USE AGREEMENT may be public records and, accordingly, Applicant agrees to comply with all applicable provisions of Florida public

records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Applicant acknowledges and agrees that the public records custodian of the CCDD is Inframark (the "Public Records Custodian"). Applicant shall, to the extent applicable by law:

- a) Keep and maintain public records required by CCDD to perform the Construction;
- b) Upon request by CCDD, provide CCDD with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;
- c) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the USE AGREEMENT term and following the USE AGREEMENT term if the Applicant does not transfer the records to the Public Records Custodian of the CCDD; and
- d) Upon completion of the USE AGREEMENT, transfer to CCDD, at no cost, all public records in Applicant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT admin@CelebrationCDD.org, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: CCDD PUBLIC RECORDS CUSTODIAN.

Signed by Applicant:

By: _____

Witness: _____

Name: _____

Print Name: _____

Title: _____

Date: _____

Approved by: **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Witness: _____

Name: _____

Print Name: _____

Title: _____

Date: _____

ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CCDD.
2. No pets shall be permitted within the Area.
3. No permanent structures are permitted within the Area without permission from all permitting authorities and affected entities.
4. No digging activities are permitted within the Area without dig permits, locates, and permission from all affected parties.
5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable but must be replaced by similar plant material.
6. Applicant shall provide written confirmation to the CCDD that coordination and notification have been made with all utility systems within the area.
7. Applicant shall coordinate all activities with the CCDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
8. Applicant shall notify the CCDD of sidewalk closures. When closing sidewalks, the appropriate required signage shall be placed at the nearest handicapped ramps at either ends of the sidewalk being closed for detour purposes. The appropriate "Sidewalk Closed" signs shall also be placed at the section of sidewalk being closed. The sidewalks shall be reopened, cleaned, and swept at the end of each working day and on weekends unless prior approval has been received from the CCDD Field Manager, Brian Smith, 407-947-0604. Sidewalks shall be open to the public on all holidays and weekends that are part of a holiday celebration.
9. Sidewalks may not be marked with anything permanent, such as spray paint. Directions must be provided with signage or other temporary, removable means.
10. The sodded green areas between the sidewalk and curb shall not be used as a lay down area.
11. All tools, equipment, and material shall stay within the fenced areas when not being used by applicant.
12. All fencing, screening, and signage shall be maintained at a high level.
13. Applicant must obtain appropriate permits from Osceola County related to the work associated with this Agreement.
14. The Celebration Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Construction. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the Construction or the commencement of any work related to the permit or the Construction.
15. Applicant shall not use the CCDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CCDD.
16. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
17. Applicant shall provide all trash and debris removal.
18. Applicant shall maintain all trash receptacles on CCDD property during the Construction and shall leave all trash receptacles empty and clean after the Construction.
19. Applicant shall at all times comply with the provisions of the Special Event Policy as may be amended from time to time.

Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: _____

Date: _____

Print Name: _____

Title: _____