

River Ranch Property Owners' Association, Inc.'s Guest Agreement

* Revised February 18, 2010

THIS GUEST AGREEMENT (“Agreement”) made on the ____ day of _____, 20__, between _____ (*name of property owner's guest*), such person is referred to herein as “Guest”, River Ranch Property Owners' Association, Inc, a Florida non-profit corporation, with its principal office located at 18550 County Road 630, East, Lake Wales, Florida 33898, referred to herein as “RRPOA,” and _____ (*name of RRPOA Member*).

WITNESSETH:

WHEREAS, Member desires to have RRPOA allow Guest to obtain limited access to RRPOA's member facilities and real property for recreational purposes, and

WHEREAS, RRPOA desires to reasonably accommodate its Members in allowing their guests to obtain limited access to RRPOA's member facilities and real property for recreational purposes.

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

- 1. Guest Fee:** The annual guest pass fee is **\$110.00**. This fee is for Member's guest to have limited access to RRPOA's facilities and real property for authorized recreational purposes in accordance with RRPOA's Rules and Regulations.
- 2. Term:** The term of the annual guest pass is From March 1 of the year in which the annual guest fee is tendered to RRPOA until the last day of February of the next year. This term is not to exceed one year. RRPOA's governing board of officers and directors may rescind this Agreement at any time with or without notice to Member or Guest. If this Agreement is rescinded by RRPOA, Member will be refunded a pro rata portion of the guest pass fee depending on the number of days left in the term of the pass.
- 3. Rules and Regulations:** A copy of RRPOA's current Rules and Regulations are attached hereto as Exhibit “A”. Member and Guest acknowledge that they have read and understand these Rules and Regulations. The parties agree that RRPOA may amend and revise these Rules and Regulations at any time and post such amendment or revision at RRPOA's check-in gate. At all times, Member and Guest are responsible for complying with the current Rules and Regulations posted at the RRPOA check-in gate.
- 4. Access:** Member and Guest agree to only access River Ranch Acres through RRPOA's check-in gate, located at 18550 County Road 630, East, Lake Wales, Florida 33898, or any other access point authorized and designated by RRPOA in writing.

5. **RRPOA's Obligations:** RRPOA shall allow Member and Guest access to RRPOA real property and member facilities during reasonable hours, in accordance with the terms of this Agreement and as determined by the RRPOA governing board. RRPOA shall promote the conservation of River Ranch Acres and organize activities for its members' recreation.

6. **Member's and Guest's Obligations:** Member and Guest agree to comply with RRPOA's Rules and Regulations. While present in River Ranch Acres, Member and Guest will fully comply with all local, state, and federal laws, regulations, advisories, guidelines, and ordinances. While present in River Ranch Acres, Member and Guest will fully comply with all RRPOA rules, regulations, advisories, and guidelines.

7. **Limitation of Liability:** Member and Guest have executed a Waiver of Liability, Hold Harmless Agreement and Consent to Medical Treatment ("Waiver") in conjunction with this Agreement. Such Waiver is incorporated into this Agreement by reference. Member and Guest agree to comply with the terms and conditions of such Waiver.

8. **Guests:** From time to time, RRPOA will allow Member to (1) bring family members with him/her to River Ranch Acres and/or (2) purchase a Guest Pass in accordance with RRPOA's Rules and Regulations. Member is solely responsible for the conduct and actions of all persons brought with him/her into River Ranch Acres.

9. **Relationship of Parties:** The parties certify that they are not engaged in any joint venture or joint enterprise with each other. Member is merely a member of the RRPOA organization. Guest is merely a guest of a member of the RRPOA organization.

10. **Penalties For Non-Compliance:** If RRPOA determines, in its sole discretion, that Member has not complied with any term or condition of this Agreement, RRPOA may fine Member in any amount as to be determined by RRPOA's governing board of officers and directors, not to exceed \$100.00 per individual violation and/or terminate Member's membership in RRPOA and this Agreement. If RRPOA assesses a fine against Member, Member must pay such fine within thirty (30) days. Any fines not paid within thirty (30) days from assessment, shall bear the maximum rate of interest allowable by law, and create a lienable interest in all River Ranch Acres parcels owned by Member.

11. **Notice:** Notice to Member shall be deemed valid and effective if (1) delivered by U.S. regular mail to Member's address as set forth in Member's Annual Membership Application, or (2) posted at RRPOA's check-in gate and official website. Notice to Guest shall be deemed valid and effective if delivered by U.S. regular mail to Guest's address as set forth in this Agreement. Notice to RRPOA shall be deemed valid and effective if delivered by U.S. regular mail to RRPOA's address as set forth below:

River Ranch Property Owners' Association, Inc.
18550 County Road 630 East

Lake Wales, Florida 33898

12. Assignments: Except as otherwise provided herein, all of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by and against, the respective successor and permitted assigns of the parties hereto.

13. Partial Invalidity: Should any portion of this Agreement be declared null and void, such portion shall be validly reformed to as nearly as possible approximate the intent of the parties, and elsewhere, the remainder of this Agreement shall remain valid and enforceable by either party.

14. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any statutory or common-law provision pertaining to conflicts of laws. The parties agree that courts of competent jurisdiction in Polk County, Florida for purposes of entering temporary, preliminary and permanent injunctive relief and with regard to any action arising out of any breach or alleged breach of this Agreement. The Parties agree to submit to the personal jurisdiction of such courts and any other applicable court within the state of Florida.

16. Attorneys' Fees: In the event of any civil litigation between the parties arising from this Agreement, or with regard to any other matter, the prevailing party shall be entitled to recover all costs incurred, with such costs to include, without limitation, reasonable attorney's fees, including such fees and costs incurred with respect to any appeal, in any bankruptcy proceeding or in any action to enforce a judgment obtained by one party against the other.

17. Changes in Agreement: Any changes or alterations in this Agreement must be agreed to in writing and signed by the parties in order to be valid, except as provided in paragraph 3 herein. The terms of this Agreement are intended by the parties as a final expression of their Agreement with respect to such terms and also as a complete and exclusive statement of all terms.

18. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument binding on all the parties, notwithstanding that all the parties are not signatures to the original or the same counterpart.

19. Waiver: The waiver by one party of a breach or threatened breach of this Agreement by the other party cannot be construed as a waiver of any subsequent breach by the other party.

20. Miscellaneous: The parties to this agreement declare and represent that:

A. They have read and understand this agreement;

- B. They have been given the opportunity to consult with an attorney if they so desire;
- C. They intend to be legally bound by the promises set forth in this agreement;
- D. The headings of paragraphs in this Agreement are for convenience of reference only and shall not in any way affect the interpretation or construction of this Agreement; and
- E. The terms and conditions set forth in this Agreement are the product of joint draftsmanship by all parties and any ambiguities in this Agreement or any documentation prepared pursuant to or in connection with this Agreement shall not be construed against any of the parties because of draftsmanship.

21. FINAL AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR ORAL OR WRITTEN, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS AMONG THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

WITNESS our signatures as of the day and date first above stated.

“MEMBER”

“RRPOA”

**River Ranch Property Owners’
Association, Inc., a Florida non-
profit corporation**

By: _____
Print:

By: _____
Print:
Title:

“GUEST”

By: _____
Print: _____
Address: _____

Telephone: _____
Email: _____

EXHIBIT 'A'

RRPOA'S RULES AND REGULATIONS

SIGN OUT SHEET

By signing this form, Member and Guest in the foregoing River Ranch Property Owners' Association, Inc. ("RRPOA") Guest Agreement states under penalty of perjury that Guest left River Ranch Acres through the RRPOA front gate on the date and time specified below:

Printed Guest Name: _____

Printed Member Name: _____

Printed Member Number: _____

Sign Out Date: _____

Sign Out Time: _____

Guest Signature

Member Signature