

WESTCHASE COMMUNITY ASSOCIATION, INC.
SWIM & TENNIS CENTER ACTIVITY ROOM RESERVATION AGREEMENT

ALL FEES MUST BE PAID AT TIME OF RESERVATION REQUEST. ROOM RENTAL IS NOT GUARANTEED UNTIL CONFIRMED BY FACILITY MANAGER.

WCA RESIDENT NAME: _____

ADDRESS: _____

TELEPHONE: HOME: _____ WORK: _____

DATE REQUESTED: _____ TIME: _____ TO _____

TYPE OF FUNCTION: _____

NUMBER OF GUESTS: _____ ALCOHOL: _____ YES _____ NO

NOTE: If alcohol is served, the renter of the facility agrees to provide proof of insurance or other items as required in the Rules & Regulations For Use of The Activity Room as attached. Failure to provide insurance documentation will result in cancellation of the room rental.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ A COPY OF THE RULES AND REGULATIONS AND WILL ABIDE BY THE SAME.

SIGNATURE OF RESIDENT DATE

Waiver, Release of Liability, Covenant Not-To-Sue, And Indemnity Agreement

Please refer to attached waiver – read in its entirety and sign below

SIGNATURE OF RESIDENT DATE

FOR OFFICE USE ONLY:

DAMAGE DEPOSIT RECEIVED BY: _____ AMT\$ _____ DATE _____

RESERVATION FEE RECEIVED BY: _____ AMT\$ _____ DATE _____

DAMAGE DEPOSIT RETURNED BY: _____ AMT\$ _____ DATE _____

APPLICATION ARRIVED

RECEIVED PAYMENT

INSURANCE POLICY/PERMIT RCVD
IF ALCOHOL IS SERVED

DEPARTURE TIME

WESTCHASE COMMUNITY ASSOCIATION, INC.

USER FEES

The cost to confirm reservations at the Swim & Tennis Center is \$40 per hour. If a request is made to have access to the electronic equipment, the user fee is \$50 per hour. All monies due to Westchase must be paid before the start of the function.

DAMAGE DEPOSIT - \$250

REFUND/CANCELLATION POLICY

All reservations for the Activity Room may be made by a resident no more than sixty (60) days in advance of the event.

If a resident cancels the reservation, a full refund will be given if the request is made more than 30 days in advance of the scheduled event. If an event is cancelled less than 30 days in advance of the event, a \$50 administrative fee will be charged and deducted from the refund. If the reservation is cancelled less than 7 days from the scheduled event, a refund equal to 50% of the deposit plus the \$50 administrative fee will be applied.

ROOM RENTAL RESERVATION FEES CALCULATOR:

Time of Reservation: _____ to _____

DEPOSIT REQUIRED: \$250

RENTAL FEE:

Rental Fees *Without* Use of Electronic Equipment:

hours _____ x \$40 per hour = \$ _____

-OR-

Rental Fee *WITH* Use of Electronic Equipment:

hours _____ x \$50 per hour = \$ _____

TOTAL COST FOR ROOM RENTAL: \$ _____ (Deposit plus rental fee to be paid at same time)

WESTCHASE COMMUNITY ASSOCIATION, INC.
10049 Parley Drive* TAMPA, FLORIDA 33626
(813) 926-6404* FAX (813) 926-1821

SWIM & TENNIS CENTER RULES & REGULATIONS
FOR
USE OF THE ACTIVITY ROOM

1. The Activity Room will be open for use by residents complying with these Rules and Regulations between the hours of 10:00 AM and 8:00 PM. Residents and their guests must vacate the premises no later than 8PM. Refusal to vacate the premises may result in the Sheriff Department being contacted with notice of trespass issued in addition to forfeiture of deposit and suspension of future use rights.
2. The Activity Room must be cleaned prior to leaving the premises at the end of a function or event. Fees for any additional cleaning deemed necessary shall be determined by the Management Company and Westchase Community Association, Inc. Board of Directors and will be deducted from the Damage Deposit. The Damage Deposit or letter of explanation concerning withholding of any monies shall be forwarded to the resident within seven (7) days of the event.
3. Use of the Swim & Tennis Center for commercial or profit making motives by residents or organizations is not allowed.
4. Reservation of the Swim & Tennis Center for Community Association sponsored events will be given priority and are exempt from restriction as determined by the Board of Directors and must fill out a Reservation Form.
5. All private social functions must be contained inside the Activity Room and adjacent covered deck areas. **Use of the pool is not included.**
6. Only **Westchase homeowner's association residents** (owners named on deed of home – or- renters/lessees named on lease) **aged 21 years or older** may reserve the Activity Room once in a thirty (30) day period, without the expressed approval of the Board of Directors.
7. **Any resident reserving the Activity Room must be present at all times and will be responsible for checking in and checking out with staff member(s).**
8. All reservations for use of Activity Room shall be made through the WCA, or its designee. At the time of the adoption of these rules, its designee is: PROGRAMS & FACILITIES MANAGER, Westchase Swim & Tennis Center, 10405 Countryway Boulevard, Tampa, FL 33626, Phone: (813) 855-0662.
9. The resident reserving the Activity Room must sign a Reservation Agreement, agreeing that he/she will be responsible for any and all damages which may occur during his/her use of the facilities.
10. All reservations are on a first come basis up to sixty (60) days in advance of reservation date.
11. No reservation will be permitted during hours other than stated in Item #1, or during the period the Activity Room is utilized for community association, regular or special Board of Directors Meetings, Members Meetings, or any other WCA business.
12. A **maximum of 75 persons** will be allowed to occupy the Activity Room at any one time.

13. No event shall last for more than six (6) continuous hours without prior WCA Board approval, which includes set-up and clean-up.
14. Reservation requests must be accompanied by the Damage Deposit in addition to the \$40 per hour User Fee. **(\$50/hr if WCA electronic equipment used.)** Community Association sponsored events are exempt from deposits and fees. Approval of all events is subject to the discretion of the Board of Directors of the WCA.
15. **DAMAGE DEPOSIT AND USER FEE MUST BE BY CREDIT CARD (We do not accept American Express). ALL PAYMENTS MUST BE PAID BY THE RESIDENT REQUESTING THE RESERVATION AND SHOULD BE MADE PAYABLE TO WESTCHASE COMMUNITY ASSOCIATION, INC. CASH WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

THE DAMAGE DEPOSIT MAY BE FORFEITED IF THE RESIDENT RENTING THE ACTIVITY ROOM VIOLATES ANY OF THE RULES RELATING TO ROOM RENTAL. FUTURE USE OF THE ACTIVITY ROOM MAY ALSO BE SUSPENDED FOR A PERIOD OF TIME. THIS SHALL BE AT THE DISCRETION OF THE OPERATIONS MANAGER.

16. If any person attending a party/function at the activity room creates a disturbance or displays behavior that is considered to be a nuisance and requires immediate attention by staff members or management, such as removal from the property, future rentals of the activity room may be suspended. If any person attending a party/function creates a disturbance or displays behavior that is considered to be harmful to the person or others attending and requires the Sheriff's Department to be notified, the entire damage deposit will be forfeited and future rentals suspended.
17. No person may use the Activity Room in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within Westchase by other residents. Specifically, no person may use the Swim & Tennis Centers in such a manner that creates excessive noise, profanity, boisterous actions, etc. Music with explicit language is strictly prohibited within the premises.
18. Any equipment (i.e. stereos, speakers, etc.) which the person making the reservation wishes to bring into the Activity Room must remain within the confines of the building during normal operating hours.
19. Exterior doors must be closed at all times except during ingress & egress.
20. Wet swim suits are not allowed inside the Activity Room.
21. No pets shall be allowed at any time in the Swim & Tennis Center, except for registered certified assistance animals adorned in proper certification attire.
22. Vehicles are not permitted to park on any grassed or landscaped areas.

INSURANCE REQUIREMENTS

- **IF ALCOHOLIC BEVERAGES ARE SERVED (Privately or via Third-Party vendors)**
1. Kegs of beer are to be encased in a waterproof covering and NOT PLACED INSIDE THE ACTIVITY ROOM. YOU ARE RESPONSIBLE FOR ANY FLOOR DAMAGE.
 2. Alcoholic beverages may be served **as long as no money is collected as an entrance fee, cover charge or donation/voluntary contribution in exchange** for the liquor, food, admission or any other aspect of the event.
If money is collected, **only nonprofit organizations may lawfully sell alcohol at an event so**

long as a temporary permit is obtained prior to the event (DBPR ABT-6003 Application). Prior to filing of the license application, the organization shall be required to obtain written consent from the Association as a condition of its right to use the Association property. After written permission is granted, proof of permit must be submitted to the Association at minimum two business days in advance of the event.

3. If alcoholic beverages are served and there is no exchange of money, the Association requires the owner to provide a complete copy of their homeowner's property and liability insurance policy along with a certificate of insurance naming Westchase Community Association as an additional insured prior to the event. Such policy should include limit of liability in the amount of **\$ 3 million**. If an owner's tenant reserves the activity room with alcoholic beverages served, then the resident shall be required to obtain Short-Term Host Liquor Liability Insurance naming the WCA as an additional insured with policy limit of liability in the amount of **\$ 3 million**.
4. If a resident is using a third-party vendor to serve alcoholic beverages, the Association requires that all such vendors provide a copy of their liability insurance policy with an endorsement naming Westchase Community Association as an additional insured. Such policy **must** include liquor liability coverage. Such policy should include limit of liability in the amount of **\$ 3 million**.

- **IF THIRD-PARTY VENDORS FOR ONLY FOOD, ENTERTAINMENT, OR SECURITY ARE USED (alcohol free event)**

1. If a resident is using a third-party vendor to provide food service, entertainment, or security, the Association requires that all such vendors provide a copy of their liability insurance policy with an endorsement naming Westchase Community Association as an additional insured. Such policy should include limit of liability in the amount of **\$ 1 Million**.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ A COPY OF THE RULES AND REGULATIONS AND WILL ABIDE BY THE SAME.

Resident Signature

Date

**WAIVER, RELEASE OF LIABILITY, COVENANT NOT-TO-SUE, AND
INDEMNITY AGREEMENT
(ACTIVITY ROOM EVENT)**

1. Westchase Community Association, Inc. (the "Association") is a Florida Non-Profit Corporation incorporated pursuant to Chapter 617, Florida Statutes. The Association allows its members to reserve and use the Association's Activity Room for events (a "Activity Room Event") in consideration for the member's non-revocable agreement to the terms set forth in this Waiver, Release of Liability, Covenant Not-to-Sue, and Indemnity Agreement (the "Release").

2. I UNDERSTAND AND AGREE THAT I AM WAIVING LEGAL RIGHTS BY SIGNING THIS RELEASE.

3. I UNDERSTAND AND AGREE THAT I MAY CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING PRIOR TO EXECUTING THIS RELEASE.

4. I UNDERSTAND THAT I MAY ELECT NOT TO SIGN THIS RELEASE, AND THAT IF I ELECT NOT TO SIGN THIS RELEASE, THE ASSOCIATION HAS THE RIGHT TO REFUSE TO ALLOW ME TO RESERVE AND USE THE ACTIVITY ROOM FOR AN ACTIVITY ROOM EVENT.

5. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH THE ACTIVITY ROOM EVENT.

6. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out the Activity Room Event, including claims for the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

7. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE NOT TO SUE THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of the Activity Room Event, including claims for the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

8. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO DEFEND AND INDEMNIFY THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of the Activity Room Event, irrespective of the nature of the claim and the person asserting the claim.

9. I understand the Association is not responsible to provide security or supervision during the Activity Room Event as there is no reasonable expectation that security or supervision is necessary.

10. I have inspected the Activity Room and its contents, and acknowledge the Activity Room and its contents are in good repair and suitable for my Activity Room Event. I understand and agree that I am responsible inspect the Activity Room and its contents for a second time immediately before the Activity Room Event. If the second inspection raises any concern regarding the Activity Room and its contents, or, the suitability for the Activity Room Event, it is my responsibility to cancel the Activity Room Event.

11. I understand the Association is governed by Rules and Regulations. I understand and agree that I am responsible to review, understand, and ensure compliance with all current Rules and Regulations during the Activity Room Event.

12. I understand and agree this Release applies each and every time I participate in an Activity Room Event.

13. I have not relied on any statement or representation not contained in this Release in executing this Release.

14. This Release is governed by the laws of the State of Florida. In the event a lawsuit is filed to enforce the terms of this Release, (1) venue shall be in Hillsborough County and (2) the prevailing party shall be entitled to recover its expenses, including reasonable attorneys' fees incurred at the trial and appellate levels.

15. To the extent that any provision of this Release is deemed unenforceable by a court of competent jurisdiction, said provision shall be severed from the Release and all remaining provisions of the Release shall remain.

16. By my signature below, I represent that (1) I have read, understand and accept the terms of this Release; (2) I either consulted with an attorney or made a conscious decision not to consult with an attorney regarding the terms of this Release; and, (3) it is my irrevocable intention to legally bind myself, my heirs, personal representatives, successors and assigns, to the terms set forth in this Release.

I understand and acknowledge that I must present my state-issued photograph identification card to WCA Staff to copy before I may participate in the Activity Room Event. WCA Staff will sign and date below to acknowledge my state-issued photograph identification card was copied and returned to me.

PRINTED NAME OF MEMBER

WCA STAFF

SIGNATURE OF MEMBER

DATE

DATE