

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: _____

EMAIL: _____

DATE REQUESTED: _____ TIME: _____ TO _____

TYPE OF FUNCTION: _____

NUMBER OF GUESTS: _____ NUMBER OF Westchase GUESTS _____

THERE IS A STRICT NO ALCOHOL POLICY ON PREMISES.

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

DEPARTURE TIME

WESTCHASE COMMUNITY ASSOCIATION, INC.

USER FEES

DAMAGE DEPOSIT - \$250

REFUND/CANCELLATION POLICY

The following outlines the refund policy for a resident who has reserved the activity room for an event and needs to cancel their scheduled reservation.

7.5.1 If a Resident cancels their reservation, 30 days or more in advance of the scheduled event, WCA will issue a full refund of the rental user fee and damage deposit.

7.5.2 If a Resident cancels their reservation less than 30 days in advance of the event, WCA will issue a full refund of the rental user fee and damage deposit; however, a \$25 administrative fee will be charged and deducted from the refund.

7.5.3 If a Resident cancels their reservation less than 7 days from the scheduled event, WCA will issue a full refund of the damage deposit and 50% of the rental user fee; however, a \$25 administrative fee will be charged and deducted from the refund.

ROOM RENTAL RESERVATION FEES CALCULATOR:

Time of Reservation: _____ to _____

MANDATORY DEPOSIT: \$250

RENTAL FEE: Guest List with resident addresses must be provided to confirm resident ratio

Rental Fees if 50% resident attendance (to be confirmed by facility manager upon receipt of guest list) = \$0.00

Rental Fees less than 50% resident attendance: # hours _____ x \$40 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

3.1 Only WCA Residents who are 21 years old or older may reserve the activity room. To reserve the activity room, a resident must complete a reservation application form and sign a Waiver, Release of Liability, Covenant Not-To-Sue and Indemnity Agreement and submit the same to the WCA Programs and Facilities Manager at the Countryway Facilities office. By completing the foregoing application and agreement the Resident agrees that he/she will be responsible for any and all damages which may occur during his/her use of the facilities. The activity room is not reserved until confirmation is provided in writing by the WCA Programs and Facilities Manager. Events in the activity room shall not be advertised until the reservation is confirmed.

3.2 Approval of all events is subject to the discretion of the WCA Board of Directors.

3.3 Residents may only reserve the activity room once in a thirty (30) day period, unless express approval for additional use is given by the WCA Board of Directors.

3.4 Residents may reserve the activity room, in accordance with these Rules and Regulations, between the hours of 10:00 AM and 8:00 PM. No reservation will be permitted outside of these hours unless permission for extended use is granted by the WCA Board of Directors. No reservation will be permitted during the period the activity room is utilized for meetings of the WCA Board of Directors, Voting Members, or Committee Members or during the period the activity room is utilized for any other WCA business. Residents and their guests must vacate the premises no later than 8PM.

3.5 No event shall last for more than six (6) continuous hours, including set-up and clean-up, without prior approval of the WCA Board of directors.

3.6 Any resident who reserves the activity room must be present at all times and must check in and check out with staff member(s).

3.7 Reservations for use of the activity room can be made not more than 60 days and not less than 5 days in advance of the requested date unless express approval is given by the WCA Board of Directors.

3.8 When reserving the activity room, Residents must pay a refundable damage deposit of \$250. The damage deposit must be paid by check, money order or credit card (WCA does not accept American Express). Checks and money orders shall be payable to Westchase Community Association, Inc. Cash will not be accepted under any circumstances. The deposit must be paid at the time the reservation application form is submitted. Reservations will not be confirmed before payment is received.

3.9 Permission for use of the activity room will not be granted to any person, company, non-profit organization or Westchase group unless 50% of its members or 50% of the anticipated attendees at the event are owners or residents within the Westchase Community. Non-profit organizations must provide proof of non-profit status. Those that cannot meet the 50% ratio will be charged a \$40 per hour use fee plus the \$250 damage deposit.

3.10 The WCA Board of Directors may waive the damage deposit for any company, non-profit organization, Westchase group or person to the extent the Board determines, in its sole

discretion, that a damage deposit is not necessary due to a history of good stewardship of the Facilities or due to other adequate assurances that funds are available should cleaning or repairs be required after the event.

3.11 Community Association sponsored events are exempt from deposits and fees. WCA sponsored events will be given priority over events that are not sponsored by the WCA. WCA sponsored events may be exempt from other restrictions as determined by the Board of Directors. If there are no conflicting reservation requests for a WCA Sponsored event, applications for reservation of the activity room will be approved on a first come, first served basis.

3.12 Any application for a standing periodic reservation must be submitted to the WCA Programs & Facilities Manager and approved by the WCA Board of Directors. Priority for standing periodic reservations shall be given for meetings of the WCA Board of Directors, the WCA Voting Members, WCA Committees and finally to regular periodic meetings of the Westchase Community Development District. If an application for a standing periodic reservation is approved, the initial deposit will remain on account and will not be returned until the activity room is no longer being used.

3.13 The activity room shall not be used for commercial purposes or for any purpose involving profit making or solicitation unless done for on behalf of a charitable organization.

3.14 All activities and events must be contained within the activity room and adjacent covered deck areas. Use of the pool is not included in any rental of the activity room.

3.15 A maximum of 75 people may occupy the activity room at any one time.

3.16 Any company, non-profit organization, Westchase group or person granted permission to use the activity room must set-up and tear down/clean up after each use. At no time shall facility staff be used for setting up tables or chairs or be required to put away or clean up after the event or activity. An inspection of the premises will be performed following each event or activity. Fees for any additional cleaning or repairs deemed necessary by the WCA Programs and Facilities Manager or WCA staff will be deducted from the damage deposit on file. A letter of explanation concerning the withholding of any monies shall be forwarded to the person who submitted the reservation application form within 7 days of the event.

3.17 If any person attending an event at the activity room fails to comply with these Rules and Regulations, WCA reserves the right to deny approval of any future application for use of the activity room submitted by the individual who engaged in such behavior, the Resident who submitted the reservation application form and the company, non-profit organization, Westchase group or individual that hosted the event. If any person attending an event at the activity room creates a disturbance, displays behavior that is considered to be a nuisance, causes damage to WCA property, or otherwise fails to comply with these Rules and Regulations, the entire damage deposit may be forfeited to cover damages related to the event. Additionally, the Board may levy a fine against the resident who submitted the reservation application for non-compliance with the Rules and Regulations.

3.18 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.

3.19 Sound amplification equipment must remain within the confines of the building and may only be used during normal operating hours, (i.e., from 10:00 AM to 8:00 PM), unless permission for extended use is granted by the WCA Board of Directors.

3.20 Exterior doors must be closed at all times.

3.21 Wet swimsuits are not allowed inside the activity room.

3.22 Parking vehicles on the grass should be avoided.

3.23 If a Resident is using a third-party vendor to provide food service, entertainment, or security such vendors must provide a copy of their liability insurance policy with an endorsement naming the WCA as an additional insured. These policies must include coverage limits of not less than \$ 1 Million.

3.24 Any Resident who reserves the activity room is jointly responsible with the company, non- profit organization, Westchase group or person who is hosting the event for the cost of repairing any damage to the activity room or to the Facilities resulting from the event or activity.

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