



**Plantation Oaks Athletic Center
Middle Village Community Development District**

District Facility Use Permit for *Grand Lawn Rental*

Name of Applicant: _____ Today's Date: _____

Organization: _____

Mailing Address: _____

City/State: _____ Zip: _____ Daytime Phone: _____

Intended Use: _____

Date Requested: _____ Time From: _____ to _____
Total hours _____

Estimated Attendance: _____ Estimated Age Group: _____

Charges: **2 separate checks needed payable to Middle Village CDD**

1. Rental Charges
2. Clean-up/Security Deposit

Each organization, group or individual reserving the use of the aquatic complex agrees to indemnify and hold harmless the Middle Village Community Development District (the "District") and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District aquatic complex, including mediation, litigation or any appellate proceedings with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, F.S.

The District and its agents, employees and officers shall not be liable for, and the user hereby releases all claims for damage to or loss of personal property sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's recreational facilities.

I have read, understood and agree to abide by all District policies and procedures regarding the use of the facility. Failure to comply with any of these policies and procedures can result in the loss of future District facility privileges.

Applicant's Signature: _____ Date: _____

Received & Approved by: _____ Date: _____

Requirements: Clean-up/Security Deposit \$ _____ Check # _____

Destroy *** () will pick-up *** () Date _____ **if not picked up in 10 business days I hereby give**

permission to staff to destroy my check _____ (initial)

Rental Fee \$ _____ Check # _____ Additional Hours \$ _____ Check# _____

Make checks payable to: Middle Village CDD



Plantation Oaks Athletic Center
Middle Village Community Development District
District Facilities Reservation Requirements

Additional Requirements for Aquatics Centers:

*Deposit Check Paid *Rental Fee Paid

- The inclement weather policies apply.
- An exclusive area will be designated for the function.
- Please carry garbage to the dumpster located in the parking lot.
- Please put garbage bags back in trash containers.
- All party items including chairs, arches, flowers and tents must be removed from the facility.
- Your event must be over and cleanup completed within the hours you rented. You will be charged for any overage in time.
- **Alcoholic beverages are prohibited unless liquor liability insurance is on file with Rental Coordinator.**

A Clean up/Security deposit and rental fees are both required to book the facility rental. Please notify Rental Coordinator if deposit check will be destroyed or picked up a minimum of 10 business days following the rental. Assuming there are no damages, the deposit is fully refundable. Deposit is fully refundable if cancelled due to inclement weather.

Rental Time is to include time for preparation and teardown of decorations for the event.

If you have any questions, please call Rental Coordinator 406-2200.

Cancellation Policy

The deposit and rental fee is fully refundable if the party is canceled by district staff due to inclement weather. If the renter wishes to cancel their event, the cancellation must be communicated to the Rental Coordinator no later than 61+ days prior to the scheduled event to receive 100% of the rental and deposit. If the event is cancelled within 30-60 days of the event, the security deposit and 50% of the rental fee will be returned and less than 30 days prior to the event 100% of the deposit and 0% of the rental fee will be returned.

******Proof of Event Insurance**

| | | |
|------------------|-------|----------------|
| Liquor Liability | _____ | <u>initial</u> |
| Bounce House | _____ | <u>initial</u> |
| Other | _____ | <u>initial</u> |



**Plantation Oaks Athletic Center
Middle Village Community Development District
District Facilities Reservation Requirements**

A. Policies

- Applicant must have access card and be in good standing
- District facilities will be reserved on a first come, first served basis.
- No open burning and no campfire will be allowed within the District facilities
- Recognizing the family orientation of the facilities, alcoholic beverages are prohibited from District facilities. An exemption from this policy may be granted by the Board of Supervisors on an event by event basis if appropriate licenses and insurances are available to the applicant.
- Applicant may reserve only a portion of the facilities for up to four (4) hours (unless otherwise noted).

B. Permits

- Any organization or group desiring to reserve any recreational facility shall obtain a use permit from the OakLeaf Plantation Athletic Center Office, 370 OakLeaf Village Parkway, Orange Park, FL 32065. Completed applications must be returned to the same office.
- Any persons granted a permit must sign a statement that they have read and agree to abide by the rules and policies of the District.
- Applicants will be given a copy of the use permit, and should have this permit available during the scheduled event.
- The District reserves the right to deny any application based on safety, site capacity, scheduling considerations, potential for community disturbance or other issues impacting the community.
- Deposit and proof of insurance (if required) must be received at least fourteen (14) business days prior to the scheduled use time.
- Cancellations must be received at least 61+ days' calendar days prior to the scheduled reservation to receive a refund of the rental fee.

C. Insurance and Operating Cost Requirements

- The District reserves the right to establish such insurance requirements and fees to cover any special costs incurred by the District as are necessary on an event by event basis.

D. Schedule of Deposits and Fees

- A cleanup deposit shall be paid at time of reservation. The deposit shall be returned if facilities are returned to prior use conditions. The fees collected will be used for maintenance of facilities.

E. Indemnification

- Each organization, group, or individual reserving use of a District recreation facility shall agree to indemnify and hold harmless the Middle Village Community Development District and its officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation, or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any District facility, including mediation, litigation or any appellate proceedings with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, F.S.



AGREEMENT REGARDING USE OF DISTRICT FACILITY

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes (hereinafter “District”) and _____, (hereinafter “User”).

RECITALS

WHEREAS, the District owns and operates an amenity center (“Facility”); and

WHEREAS, User is either a resident of the District or has paid the appropriate annual user fees imposed by the District; and

WHEREAS, User has requested to host an event at the Facility (“Event”) in which alcohol will be sold, served, or present; and

WHEREAS, the District desires to permit User to conduct the Event under certain terms and conditions; and

WHEREAS, the District does not warrant that the Facility is suitable or fit for purposes requested by User but User does believe it to be fit and suitable and User does acknowledges that the District provides no warranties whatsoever; and

WHEREAS, the District and User desire to contract and memorialize their understandings and covenants regarding this matter.

NOW, THEREFOE, in consideration of the mutual covenants, promises and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the District and User hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as a material part of the Agreement.

2. Use of District Facility. The District agrees User may utilize the Facility between the hours of _____.m. through _____.m. on _____, 20____, for the sole purpose of conducting the Event.

A. User shall be solely responsible for making all preparations relative to the Event to be held at the Facility. The District and User agree that all food, beverages, entertainment, security, parking, traffic control, crowd control, capacity, determinations and personnel necessary for the Event shall be the sole responsibility of User. User and any caterer for the event shall secure all appropriate permits and licenses required by law for the sale, service, and presence of alcohol at the event.

_____ **Initials**



B. User agrees that he/she and the workers, attendees and guests at the Event shall not utilize the swimming pools under any circumstances for the duration of the event.

C. If the District's permanent restrooms and trash receptacles are anticipated to be inadequate to meet the needs of the User's attendees, User agrees and covenants that the User will make arrangements for the provision of adequate portable restrooms and trash receptacles at the Facility, including provision for the delivery, operations and prompt removal.

D. User agrees to make every reasonable effort to ensure the Facility is not damaged or injured and assumes full responsibility for the use of the Facility by its employees, agents, representatives, invitees and attendees during the preparations for, the conducting of, and the cleaning after the Event.

i. Repair. User agrees to maintain, restore, and repair, or cause to be maintained, restored or repaired, the Facility or any District property which is injured, damaged, destroyed, or otherwise impaired by User's employees, agents, representatives, invitees or attendees during, or as a result of, the preparations for the Event, the conduct of the Event, or the post-Event cleaning.

ii. Cleaning. User agrees to clean the Facility and otherwise return the Facility to the condition the Facility was in immediately preceding the Event, provided, however, that portable restrooms and temporary trash receptacles shall be removed by end of rental. User will post, or cause to be posted, on or before the fifth day after the date of the Event, a clean-up deposit of \$200.00 on the day reservation are made.

iii. District Evaluation. The District shall evaluate the Facility after the Event and shall notify User of any cleaning, repair or other restoration which he deems necessary as a result of any failure by User to comply with the provisions of this Agreement. If User fails, after the notification, to timely perform such cleaning, repair or other restoration to the satisfaction of the District, the District Manager may cause such cleaning, repair or other restoration to be made and deduct such cost from the clean-up deposit. Any costs for cleaning, repair or other restoration incurred by the District in excess of the clean-up deposit shall be reimbursed by User upon demand by the District Manager. Any remaining balance of the clean-up deposit shall be returned to User.

3. Event Insurance. User agrees to obtain event insurance acceptable to the District Manager in an amount no less than one million dollars (\$1,000,000). The event insurance obtained must include no less than one million dollars (\$1,000,000) in liquor liability coverage. **All event insurance shall name the Middle Village CDD, Property Management Systems, Inc. OAA and ASG, GMS, Oakleaf Plantation, LLC. as additional insured's on such policy,** and User agrees to furnish a certificate to the District showing compliance with this section. Event insurance may be obtained directly by User or by User through a caterer, provided however; the event insurance obtained must satisfy all requirements of this paragraph.

_____ **Initials**



4. Indemnification. User agrees to indemnify and hold harmless the Middle Village CDD, Property Management Systems, Inc. OAA and ASG, GMS, Oakleaf Plantation, LLC., and the respective officers, agents, employees and contractors of each from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including all employees, agents and representatives of User's attendees' of the Event or persons traveling to, from or near the Event site, for any injuries, death, theft and real or personal property damage of any nature arising out of , or in connection with, the User's use of the Facility in connection with this Agreement, including litigation or any appellate proceedings with respect thereto. User agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes.

5. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

MIDDLE VILLAGE COMMUNITY
DEVELOPMENT DISTRICT

[Printed Name of User]

Facility Manager

[User's signature]

Witness to User's signature

[Printed Name of Witness]

_____ **Initials**