



Plantation Oaks
Middle Village Community Development District

District Facility Use Permit for *Front Patio Rental*

Name of Applicant: _____ Today's Date: _____

Resident Access Card #: _____ Email Address: _____

Mailing Address: _____

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

Intended Use: _____

Date Requested: _____ Time (4 hour max.) From: _____ to _____

Estimated Attendance: _____ Estimated Age Group: _____

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

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 \$100.00 Check # _____ Credit Card _____

Destroy *** () will pick-up *** () Date _____ **if not picked up within 10 business days I hereby give staff permission to destroy my check** _____ (initial)

Rental Fee **\$100.00** Check # _____ Credit _____ Driver's License # & State _____

Make checks payable to: Middle Village CDD



Plantation Oaks
Middle Village Community Development District
District Facilities Reservation Requirements

Additional Requirements for Aquatics Centers:

- CDD residents and paid Users of the Facility only may reserve the facility for private parties.
- The current pool regulations and policies apply. The applicant is responsible for familiarizing himself/herself with the pool regulations and policies and communicating the same to all guests of the applicant.
- The inclement weather policies apply.
- An exclusive area will be designated for the function.
- A complete list, **not to exceed 35 guests** must be provided to the Rental Coordinator seven (7) days in advance of the party. All guests must check in at the Entry Gate.
- Please carry garbage to the dumpster in the parking lot of the Athletic Center.
- Please put garbage bags back in trash containers.
- Please wipe off counters, tables and chairs.
- Make sure all party items are removed from the facility
- Please take down any decorations used during rental.
- No glass containers or aluminum cans are allowed in the pools or on the deck areas.
- All eating and drinking is to be confined to the Patio area.
- **Alcoholic beverages are prohibited unless liquor liability insurance is on file with the Rental Coordinator.**

A security deposit and rental fee is both required to book the facility rental. Please notify Rental Coordinator if deposit check will be destroyed or picked up a minimum of 10 days following the rental. Assuming there are no damages, the deposit is fully refundable.

THE DESIGNATED RENTAL TIME PERIOD IS INCLUSIVE OF SET-UP AND CLEAN-UP TIME.

*****No parties over 35 guests please provide a guest list***

*****Children three and under are not considered as guests but need to be on guest list and age noted***

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

Cancellation Policy

Prior to 31+ days of the event	One would receive 100% Security Deposit & 100% Rental Fee
Within 30 days of the event	One would receive 100% Security Deposit & 0% Rental Fee
No show for event	One would receive 100% Security Deposit & 0% Rental Fee

The deposit and rental fee is fully refundable if the party is canceled by district staff due to unsafe situations.



Plantation Oaks 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 if appropriate licenses and insurances are on file for the applicant.
- Applicant may reserve only a portion of the facilities for a max of four (4) hours.

B. Permits

- Any organization or group desiring to reserve any recreational facility shall obtain an application from the Oakleaf Residents Website at www.oakleafresidents.com or Oakleaf Village Athletic Center Office, 370 Oakleaf Village Parkway, Orange Park, FL 32065. Completed Agreements must be returned to the same office.
- 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 31+ days' calendar days prior to the scheduled reservation to receive 100% 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”).

Facility

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 acknowledge 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, THEREFORE, 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. Event. The Event 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. If the pool is **NOT** staffed with lifeguards, 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 the end of the rental. User will post at time of reservation made a clean-up/security deposit of **\$100.00.**

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 for liquor.** 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., Kingdom Management, ASG and 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, Double Branch CDD, Property Management Systems, Inc., Kingdom Management, ASG, GMS, and 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]

Initials