

# MetroWest

## METROWEST MASTER ASSOCIATION

### REQUEST FOR USE OF CONFERENCE ROOM AT MWMA HEADQUARTERS

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#### NON-MEMBER

#### APPLICANT APPROVAL PROCESS

The Board of Directors has established the following guidelines for use of the MWMA Conference Room located at 2121 South Hiawasse Road, Suite 132, Orlando, FL 32835.

#### Requirements:

- 1) NON-MEMBER Use requires a \$300 deposit and upfront \$200 reservation rental fee paid separately. The \$200 reservation rental fee will be deposited immediately upon receipt and will be non-refundable. The \$400 deposit is refundable twenty-four (24) hours after the date of reservation, as long as there is no damage found upon inspection.
- 2) Allow 10 business days for approval process.
- 3) Provide 48 hour notice for cancellation.
- 4) Rental time after 5 pm weekdays only. Reserved on a first come first serve basis.

Non-Member Name: \_\_\_\_\_

Non-Member Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

This Request for Rental of the Conference Room must be returned to the MWMA Management office at 2121 South Hiawasse Road, Suite 135, Orlando, FL 32835.

#### **SECTION 1-RESERVATION REQUEST DETAILS**

Reason for Use: \_\_\_\_\_

Requested Date: \_\_\_\_\_

Requested Date Start Time: \_\_\_\_\_ PM End Time: \_\_\_\_\_ PM

Expected number of guests: \_\_\_\_\_ (Preferred 12 guests not to exceed 24)

Deposit Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_

Rental Fee Paid \$ \_\_\_\_\_ Check# \_\_\_\_\_

NOTE:

## **SECTION 2 - USE AGREEMENT AND RELEASE**

For valuable consideration had and received, including but not limited to the use of the MetroWest Master Association Conference Room, Non-Member hereby assumes the risk for any injuries occurring as a result hereof. Non-Member further acknowledges that MetroWest Master Association provides no oversight or supervision of the activities undertaken.

Non-Member agrees to release, indemnify and hold MetroWest Master Association and its members, officer, directors, committee members, agents, servants and employees harmless from and against all claims, losses, damages, costs and expenses, including but not limited to reasonable attorneys' fees, directly or indirectly arising out of, related to or resulting in whole or in part from the use of the MetroWest Master Association Conference Room, except those caused by the reckless or intentional wrongful misconduct of the MetroWest Master Association.

To the fullest extent permitted by law, Non-Member hereby indemnifies and holds MetroWest Master Association and its members, officers, directors, committee members, agents, servants and employees harmless from and against all claims, losses, damages, costs and expenses, including but not limited to reasonable attorneys' fees, directly or indirectly arising out of, related to, or resulting in whole or in part from the use of the Conference Room, where any such claim, loss, damage, cost or expense is attributable in whole or in part to bodily injury, sickness, disease or death of any person, or to any injury to or destruction of any tangible property or to the loss of use thereof, and is caused in whole or in part by any negligent act or omission or the reckless or intentional wrongful misconduct of the Non-Member or anyone directly or indirectly employed or utilized by Non-Member or by anyone for whose acts Non-Member may be liable or by anyone present in, on or at the conference room as a guest or invitee of the Non-Member, regardless of whether or not such incident is caused in part by a party indemnified hereunder. Non-Member further agrees to release, indemnify and hold harmless MetroWest Master Association for any personal or property injury to Non-Member or anyone employed or utilized directly or indirectly by Non-Member or by anyone for whose acts may be liable, or by anyone present in, on or at the conference room as a guest or invitee of Non-Member, whether such injury is on account of any negligence by the MetroWest Master Association or any of its members, officers, directors, committee members, agents, servants and employees. Non-Member specifically agrees that Non-Member has assumed the risk for any injuries occurring in the use of the conference room.

Non-Member acknowledges, understands and agrees that the primary purpose of the event is to conduct business activities only. Non-Member acknowledges use by MetroWest Master Association shall take precedence over Non-Member use when scheduling the conference room.

Non-Member acknowledges, understands and agrees that Non-Member is responsible for room cleanliness including the accessible areas and amenities and for the disposal of all garbage in appropriate refuse containers. Non-Member agrees that no food and only clear drinks are permitted during the use of the Conference Room. Non-Member agrees that the facility will be cleaned and brought back to its original condition immediately after the conclusion of the meeting.

Non-Member acknowledges, understands and agrees that no disturbing noise levels will be allowed, that nothing may be attached to the walls during the meeting, and that the gathering must conclude at the reserved end time.

Non-Member agrees to comply with all laws of the United States, the State of Florida, all ordinances of Orange County and all rules and requirements of the local police and fire departments, and will pay any fee, penalty or tax due to any authority arising out of my use of the Conference Room.

Non-Member acknowledges, understands and agrees that if any loss or damage occurs during this meeting, MetroWest Master Association will bill Non-Member for repairs and all damages occurring to MetroWest Master Association including loss of the use of the Conference Room, and Non-Member further agrees that such cost for damage may be invoiced as an added charge on my assessment account with the MetroWest Master Association with all collection privileges currently in place for this account. Non-Member agrees that it will be responsible for any attorney's fees and costs incurred by MetroWest Master Association in enforcing any of the provisions of this Agreement. Any sums of money owed pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms hereof, together with reasonable attorneys' fees incurred by The MetroWest Master Association incident to the collection of such sums shall bear interest from the due date until paid at the highest rate allowed by law. MetroWest Master Association may bring an action in its name to recover a money judgment for the unpaid assessments without waiving any claim of lien rights it may have. Non-Member must report damage immediately via the Public Safety line at 407-473-2021.

Non-Member agrees that MetroWest Master Association reserves the right to enter the premises during the period of my use to eject any person or persons behaving in a disorderly manner and/or to prevent any damage to or destruction of the premises.

Non-Member understands and agrees that MetroWest Master Association reserves the right to deny use of the premises to any Non-Member who has previously violated any covenant or rule of the MetroWest Master Association or in the alternative, to impose such conditions on use of the premises, including payment of additional security, as shall be necessary in the sole judgment of MetroWest Master Association to deem itself secure.

I have read, acknowledged, understand and agree with all of the above.

\_\_\_\_\_  
Non-Member Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MWMA Representative Signature

\_\_\_\_\_  
Date