

# MetroWest

## REQUEST FOR RENTAL OF COMMON AREA

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### APPLICANT APPROVAL PROCESS

The MetroWest Master Association (“MWMA”) Board of Directors has established the following guidelines for rental of Common Area located at

\_\_\_\_\_.

**Applicant must do the following:**

- 1) Complete the Request for Rental of the Common Area
- 2) MWMA to receive:
  - a. Completed Request for Rental of Common Area
  - b. Non-refundable \$ \_\_\_\_\_ Fee
  - c. Refundable \$ \_\_\_\_\_ Security Deposit
  - d. Signed “Release and Hold Harmless”
- 3) Approval Process: Allow 10 business days. **Note** – Processing will not begin until **all** items listed above are received.

Failure to complete the requirements as listed above will delay or suspend the approval process. The designated common area is reserved on a first come first serve basis.

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**Included in this packet:**

1. Request for Rental of MWMA Use of Common Area
2. Exhibit “A” Release and Hold Harmless

REQUEST FOR THE RENTAL OF MWMA COMMON AREA  
FOR A ONE TIME USE SPECIAL EVENT

Date of Request: \_\_\_\_\_

Address of Renter:  
\_\_\_\_\_

Name of Sub-Association/Member/Board of Director:  
\_\_\_\_\_

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

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

This Request for the Rental of MWMA Common Area must be returned to the Association Management Office, at 2145 Metrocenter Blvd #110, Orlando, Florida 32835, with a \$ \_\_\_\_\_ **non-refundable rental fee and \$ \_\_\_\_\_ refundable security deposit made payable to the MetroWest Master Association.**

**NOTE:**  
\_\_\_\_\_

**SECTION 1 – RESERVATION REQUEST DETAILS**

I am requesting approval for a reservation of the MWMA Common Area:

Common Area located at \_\_\_\_\_

Event Description:  
\_\_\_\_\_

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

Requested Reservation Start Time: \_\_\_\_\_  AM  PM

Requested Reservation End Time: \_\_\_\_\_  AM  PM

Expected number of guests: \_\_\_\_\_ (Maximum of \_\_\_\_\_ guests allowed)  
\_\_\_\_\_

**SECTION 2 – SECURITY DEPOSIT WALK-THRU**

I acknowledge, understand and agree that a security deposit of \$ \_\_\_\_\_ plus a \$ \_\_\_\_\_ fee must be received by the Management Office with this request for reservation in order to hold the date for my event stated in SECTION 1 above.

I will conduct a fifteen (15) minute walk-thru with a MWMA Management representative before and after the event to review the condition of the common area. I understand that certain circumstances, such as damages caused by myself or persons attending or assisting in the event could increase the time for the “after event” walk-thru.

Scheduled time and date for walk-thru prior to event: \_\_\_\_\_, 20\_\_\_\_ \_\_\_\_\_  AM  PM

Scheduled time and date for walk-thru after the event: \_\_\_\_\_, 20\_\_\_\_ \_\_\_\_\_  AM  PM

**SECTION 3 – ACKNOWLEDGEMENTS**

I acknowledge, understand and agree that disturbing noise levels, whether from conversation or music will not be allowed, that decorations requiring attachment to area signs, etc. will not be allowed, including thumb tacks, tape, staples, etc., and that the gathering must conclude by 10:00 pm on the reserved date.

I agree to be in attendance throughout the gathering. I agree that the gathering will be a private event with a list of specific guests and invitees who are known to me, and that the gathering will not be open to the general public. I also agree that the primary purpose of the event shall be social and not commercial in nature.

I acknowledge, understand and agree that I am responsible for common area cleanliness including the street areas and any surrounding properties and for the disposal of all garbage. I agree that the common area will be cleaned and brought back to its original condition immediately after the conclusion of the event.

I acknowledge, understand and agree that I will abide by the rules and regulations for the use of the common area requested above, for all the above acknowledgements, understandings and agreements and for all other rules governing the Homeowner’s Association.

I acknowledge, understand and agree that **no alcohol is permitted without the prior written consent of the MWMA Board of Directors and/or Management.**

I agree to comply with all law 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 taxes or fees due to any authority arising out of my use of the facilities. The obligation to observe all laws includes the obligation to prevent persons who consume alcohol from operating a motor vehicle in violation of law. I acknowledge that short of banning its use entirely, the Association has no practical ability to monitor alcohol consumption by my guests and invitees, and I agree that I will take steps to ensure responsible use of alcohol and operation of motor vehicles by guests in accordance with the motor vehicle laws of Florida.

Such steps may include but not limited to engagement of one or more off-duty law enforcement officers, and I specifically indemnify and hold Association harmless from all injury, death and property damage resulting directly or indirectly from the consumption of alcohol during the gathering, whether permitted by the MWMA Board or Management, or used without authority.

I acknowledge, understand and agree that if any damage occurs during this function, The MWMA, will bill me and I will pay for repairs of such damage in excess of the security deposit. And I further agree that such excess damage may be invoiced through to my assessment account with the Association with all collection privileges currently in place for this account. I agree that I shall be responsible for any attorney's fees and costs incurred by Association in enforcing any of the provisions of this Agreement. Any sums of money owed by me 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 Association incident to the collection of such sums shall bear interest from the due date until paid at the highest rate allowed by law.

I acknowledge, understand and agree that prior written proof of insurance and/or hired security personnel may be required, at the Renter's expense, based on the type of event reservation being requested and that the Association reserves the right to make this request at any time. I also understand that I may be required to provide responsible parking attendants and security in the sole discretion of the Association, when deemed necessary or appropriate to properly control traffic in the area. The applicant is responsible for fully securing the area during the function/event.

I acknowledge, understand and agree that no vehicles shall be allowed to drive or park on the turf/sod areas on common area, divided streets or public roadway curb lines.

I acknowledge, understand and agree that my failure to comply with the above acknowledgements, understandings and agreements will result in the forfeiture of my \$\_\_\_\_\_ security deposit and that I will reimburse the MWMA for all damages, costs and expenses above and beyond the amount of my deposit.

I further acknowledge, understand and agree that my security deposit will not be returned until an "after the event" inspection has been completed satisfactorily.

To the fullest extent permitted by law, the Renter hereby indemnifies and holds MWMA 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 Common Area premises, 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 an injury to or destruction of any tangible property or to the loss of use thereof, including the leased facilities, and is caused in whole or in part by any negligent act or omission, or the reckless or intentional wrongful misconduct of the Renter or anyone directly or indirectly employed or utilized by Renter or by anyone for whose acts Renter may be liable, or by anyone present in, on or at the leased premises as a guest or invitee of the Renter, regardless of whether or not such incident is caused in part by a party indemnified hereunder.

The Renter further agrees to release, indemnify and hold harmless MWMA for any personal or property injury to the Renter or anyone employed or utilized directly or indirectly by Renter or by anyone for whose acts Renter may be liable, or by anyone present in, on or at the leased premises as a guest or invitee of the Renters, whether such injury is on account of any negligence by MWMA or any of its members, officers, directors, committee members, agents, servants and employees.

I acknowledge that this agreement grants a ONE-TIME use right, subject to the term and condition set forth herein. Nothing herein shall imply or convey an ongoing right to use the subject property or area for future events, and nothing herein shall imply any leasehold, easement, right of access or other interest in the subject property or area.

The Renter specifically agrees that Renter has assumed the risk for any injuries occurring in the use of the Common Area.

I agree that MWMA reserves the right to enter the Common Area premises during the period of my use to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of MWMA, and/or to prevent any damage to or destruction of the premises.

I understand and agree that MWMA reserves the right to deny use of the premises for private gatherings to any member who has previously violated any covenant or rule of the MWMA, 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 MWMA to deem itself secure.

Special Provisions:

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

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

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**SECTION 5 - ASSOCIATION USE ONLY**

Rental Fee Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Security Deposit Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Approved  Denied

Applicant Notified: \_\_\_\_\_, 20\_\_\_\_  AM  PM By: \_\_\_\_\_

Signature of Board Member or Managing Agent: \_\_\_\_\_

# MetroWest

## Exhibit "A"

### RELEASE AND HOLD HARMLESS

For valuable consideration had and received, including but not limited to the ability to use certain Common Area premises operated by the MetroWest Master Association, Inc. ("Association") for events, parties, or activities, the undersigned, either for his, herself or their association, does hereby acknowledge the risks inherent in the rental of Common Area premises, and does hereby consent to the participation in such activities at or on the Association property, and assumes the risk for any injuries occurring as a result hereof. The undersigned further acknowledges that the Association provides no oversight or supervision of the activities undertaken at the reserved events.

The undersigned further agrees to release, indemnify and hold the 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 participation in such activities and the use of the Association community facilities, except those caused by the reckless or intentional wrongful misconduct of the Association.

The undersigned acknowledges that he/she and the guests for whom he/she is responsible are legal residents of the MWMA community and further acknowledges familiarity and compliance with the rules and regulations of the Association. This document shall remain in effect unless written revocation shall be delivered to and the Association.

**Dated:** \_\_\_\_\_

**Phone:** (    ) \_\_\_\_\_

Renter (signature): \_\_\_\_\_

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

MWMA Representative (signature): \_\_\_\_\_

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

**Name, Address and Phone of Alternate Emergency Contact:**

\_\_\_\_\_  
\_\_\_\_\_

# MetroWest

## PRE-INSPECTION WALK-THRU SHEET

Name of Sub-Association/Member/Board of Director:

\_\_\_\_\_

***AREA CANNOT BE USED UNTIL PRE-INSPECTION WALK-THRU HAS BEEN PERFORMED BEFORE THE EVENT.***

Member/Owner/Resident Name: \_\_\_\_\_

Association Representative: \_\_\_\_\_

**“Area” Inspected Notes:**

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\_\_\_\_\_

***DEPOSIT WILL NOT BE RETURNED TO RENTER UNTIL INSPECTION HAS BEEN COMPLETED AFTER THE EVENT.***

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MWMA Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_