



DEL WEBB SUNBRIDGE PRIVATE EVENT AMENITY USE REQUEST

Requestor Name _____ Phone _____

Requestor Address _____

Requestor Email Address _____

Requested Area (s) _____

Event Title _____ Event Date _____

Start Time (Including Set Up) _____ End Time (Including Clean Up) _____

Road Closures Yes/No _____ If yes, complete and return Appendix 4 and provide a map.

Event Description:

[Empty rectangular box for event description]

Special Conditions (i.e. catered / vendor served alcohol; alcohol supplied by the requestor, or alcohol brought by residents, etc.). If the event will have alcohol, Appendix 2: Alcoholic Beverage Consumption & Distribution Acknowledgement and Waiver must be signed and attached.

I, the undersigned Requestor, agree to abide by and enforce the Del Webb Orlando Homeowners Association rules, regulations, and policies governing this Amenity as set forth and included in Appendix 1 TERMS AND CONDITIONS FOR AMENITY USE. I understand that by signing this document, I accept all responsibility for any damages to the amenities, equipment, or grounds. I further agree that any violation of the Del Webb Orlando Homeowners Association Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Signature _____ Date _____

Send the completed Amenity Use Request Form and all required attachments to the Lifestyle Director for processing.

FOR STAFF USE ONLY

Date Received _____ Requestor in Good Standing _____

Special Conditions _____

Approved by / Date _____ Notified Requestor (Attach Notification) _____



APPENDIX 1

TERMS AND CONDITIONS FOR AMENITY USE

The Requestor agrees to abide by the Del Webb Sunbridge Rules and Regulations governing the use of amenities by residents or guests. The Requestor must be in good standing with the Del Webb Sunbridge Homeowners Association to apply for Amenity Use. Amenities may not be rented for commercial or business use to conduct private meetings or parties of any sort unless approved by the General Manager in consultation with the Board of Directors. Del Webb Sunbridge HOA Board of Directors or General Manager may request a Safety Plan for this request. The requestor must be present for the entire event and is responsible for their guests.

The Requestor must show proof of Del Webb Sunbridge residency or a current driver's license with Del Webb Sunbridge address. Exceptions to this will be made by the General Manager.

The application approval process takes a minimum of seven (7) working days. The Lifestyle Director will review applications and notify the Requestor upon final review and approval. Please do not advertise the event or print invitations prior to receiving written approval.

1) Definitions:

- a) Amenity: Any indoor or outdoor space, facility, building, or road owned by the Del Webb Sunbridge Homeowners Association, including, but not limited to, Multipurpose Room, Craft Rooms, Fire Pit, Tavern, Fitness and Exercise Room, Pavilion, Pool, Sports Courts, common area space, or roads.
- b) Private Event: A private event sponsored by a resident that may not be open to all DWS residents for registration or attendance and/or not sponsored by a DWS affiliated group to include Lifestyle Events, Committees, Chartered Clubs, and Designated Special Interest Groups.

2) Private Events: Room Reservation Fees

- a) Full Ballroom: \$300.00 plus a security deposit of \$500.00
- b) Half Ballroom: \$150.00 plus a security deposit of \$300.00
- c) Craft Room: \$100.00 plus a security deposit of \$100.00
- d) Tech Room: \$ 150.00 plus a security deposit of \$300.00
- e) Fire Pit: \$50.00, no security deposit
- f) Pavilion: \$150.00, plus a security deposit of \$100.00
- g) Other amenity reservations will be negotiated by the Property Manager at the direction of the Board of Directors and may include reservation fees and a security deposit.

3) General Conditions: The Del Webb Sunbridge Board of Directors and Property Manager reserves the right to make alterations, approve, disapprove, or cancel any event.

- a) For Private Events: The Requestor of a temporary event or road closure shall indemnify, defend, and hold harmless the Del Webb Sunbridge Homeowners Association and its Board of Directors from any claim, loss, damage, cost, charge or expense, arising out of any acts, actions, neglect or omissions by the Requestor or subcontractors during the event, whether direct or indirect, and whether to any person or property to which the Del Webb Sunbridge Board of Directors or said parties may be subject, except that neither the Requestor, event participants, nor any of its subcontractors will be liable under this article for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the Del Webb Sunbridge Homeowners Association.
- b) For Private Events: The Requestor's obligation to indemnify, defend, and pay for the defense or at the Del Webb Sunbridge Homeowners Association Board of Director's option, to participate and associate



with the Del Webb Sunbridge Homeowners Association Board of Directors in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Del Webb Sunbridge Homeowners Association Board of Directors' notice of claim for indemnification to the Requestor. Requestor's inability to evaluate liability or its evaluation of liability shall not excuse the Requestor's duty to defend and indemnify within seven (7) days after such notice by the Del Webb Sunbridge Homeowners Association Board of Directors given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Del Webb Sunbridge Homeowners Association Board of Directors solely negligent, shall pay all costs and fees related to this obligation and its enforcement by the Del Webb Sunbridge Homeowners Association Board of Directors. The Del Webb Sunbridge Homeowners Association Board of Directors' failure to notify the Requestor of a claim shall not release the Requestor of the above duty to defend.

- c) Insurance for Private Events: The Del Webb Sunbridge Board of Directors and the Property Manager reserve the right to determine what would be reasonably appropriate insurance, relative to the type of event requested. The Requestor would be required to provide insurance for the rental of any space, including the private roads owned by the Del Webb Sunbridge Homeowners Association. Additionally, the Requestor will receive certification that the Del Webb Sunbridge Homeowners Association is named as an additional insured on the policy.
- d) Outside vendors including but not limited to Catering, Entertainment, and Event Planners require advance approval from the Lifestyle Director/General Manager. A copy of the Vendor's license, insurance, and workers' compensation is required prior to the event date.
- e) Entertainment groups may be contracted. Due to sound system and electrical requirements, close coordination is required with the Lifestyle Director. If professional film, script, production, or sound-type entertainment is provided, close coordination is required with Management and/or Board to ensure that proper licensing and/or royalty fees have been accommodated or waived.
- f) Alcoholic beverages may not be brought into this facility without the advance approval of the Lifestyle Director/General Manager or Board. The sale of alcoholic beverages and intoxication is strictly prohibited. Members are responsible for the actions of their guests. Persons deemed to be intoxicated would be required to leave the facility. Alcohol may be served only to persons twenty-one (21) years of age or older. All food and beverages are required to be disposed of properly via trash receptacles. If food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.
- g) The Requestor **may be** required to pay for hourly oversight, depending on the requested/approved hours of the event, number of attendees, and whether alcohol will be served at the event. This will be determined by the General Manager when the event is approved.

In the event of non-compliance with the Del Webb Sunbridge Homeowners Association requirements in effect as of the approved date of this request, this request becomes void and the facility will have to be brought into compliance or removed from the space or road at no cost to the Del Webb Sunbridge Homeowners Association, Inc.

- 4) Facility and Decorations: Del Webb Sunbridge does not rent, nor arrange for, table liners, decorations, or kitchen utensils and is not responsible for remaining post-event equipment or supplies. Further:
 - a) The use of candles, open flames, smoke or fog machines are strictly prohibited.
 - b) Decorations may not be placed on walls, glass, windows, or doors. Only table decorations and free

standing decorations are permissible.

- c) Decorations cannot be hung or suspended from ceilings, drapes, or other structures.
 - d) Staples, tacks, pins, or tape may NOT be used on any surfaces including walls, glass, tables, windows, or doors.
 - e) Rice, rose petals, glitter, silly string, confetti, or birdseed may not be used.
 - f) Decorations and equipment must be removed by Requestor at the conclusion of the event.
 - g) Exterior doors must be kept closed at all times.
 - h) Furniture beyond that available from the HOA is the responsibility of the Requestor.
 - i) No Hammock Club property, furniture, or equipment of any kind shall be removed from the premises.
- 5) Alcohol: All functions with alcohol must be preapproved by the General Manager. The Requestor must review and sign the **APPENDIX 2: ALCOHOLIC BEVERAGE CONSUMPTION & DISTRIBUTION ACKNOWLEDGEMENT AND WAIVER** and ensure that all guests and/or vendor(s) or caterer(s) follow this policy.
- 6) Closing: The Requestor shall be responsible for the cleaning of the amenity upon completion of the event. The event will be closed at the time approved by the General Manager and all guests must leave the premises at the approved time.
- 7) Smoking: Smoking is not permitted in any Del Webb Sunbridge Clubhouse space. Smoking is only allowed in outside designated areas.
- 8) Fees and Cancellation: The balance of rental fees shall be paid and refunds are given as determined by the General Manager. Failure to pay fees as scheduled will result in the cancellation of the event. Generally, reservations canceled 30 days or more prior to the event will receive a full refund and reservations canceled 21 days or less prior to the event will receive half the refund of fees. Rental fees for each area include use of specific areas, restrooms in the hallway or at the Pavilion, and the catering kitchen area (if specified) only. Other common areas are for resident use only unless previously agreed on in the application.
- 9) Security Deposit and Refunds: Upon approval of an application, the full security deposit shall be due within seven (7) working days via check or credit card. The HOA does not hold checks. Refunds for the security deposit will take approximately two (2) to four (4) weeks from the reservation date if there is no additional setup, cleaning, or maintenance required prior to or after the event. Deductions from the security deposit may include but are not limited to: additional cleaning, repair or replacement, deviations from the rental agreement, extra staff time costs related to the reservation, and disturbances requiring fire assistance or law enforcement.
- 10) Guests:
- a) Guests must be registered in order to participate in any event which utilizes Del Webb Sunbridge amenities.
 - b) Chartered Clubs that invite guests for tournament play must ensure that each person participating reviews and signs **APPENDIX 3: RECREATIONAL AMENITIES AND GUESTS**.
 - c) Attendees must be predominately residents of Del Webb Sunbridge. Not more than 20% of attendees can be guests from outside the Del Webb Community.
 - d) Invited guests are required to stay within the amenity space reserved and the designated restroom facilities.
 - e) A copy of the complete guest list (including vendors) must be provided at least 72 hours prior to the event date.
 - f) Entry requirements into Del Webb Sunbridge for all outside guests and vendors is the responsibility of the Requestor.



11) Road Closures: The Requestor shall provide:

- a. A detailed map indicating the start and end point of the road closure along with the addresses of the homes affected;
- b. A traffic control plan; and,
- c. Signed **Appendix 4: ROAD CLOSURE RESIDENT SIGNATURE FORM** by all residents affected.

The Del Webb Sunbridge Board of Directors reserves the right to deny any request to temporarily close a road in the community.

At the time of the request for a road closure, the Requestor must prepare and submit a temporary traffic control plan which should include a detour, signage, and emergency vehicular access plan to the General Manager. Prior to, and during the event, the Requestor must execute the temporary traffic control plan and shall install proper signage, barricades, or cones, particularly for emergency vehicular access. Immediately following the event, the Requestor must remove all signs and clean the area of supplies, equipment, and debris. If necessary, a Hold Harmless Agreement and Certificate of Liability Insurance no later than 30 days prior to the event.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Del Webb Sunbridge Homeowners Association right, title, and interest in the land to be entered upon and used by the Requestor, and the Requestor will, at all times, assume all risk of and indemnify, defend, and save harmless the Del Webb Sunbridge Homeowners Association and its Board of Directors from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Requestor of the aforesaid rights and privileges.

Refer to the [Manual on Uniform Traffic Control Devices](#) for additional traffic safety measures or questions regarding the applicability to private roads, traffic control devices and circulation, and other important regarding emergency access.

***** END *****



APPENDIX 2

ALCOHOLIC BEVERAGE CONSUMPTION & DISTRIBUTION ACKNOWLEDGEMENT AND WAIVER

All functions with alcohol must be pre-approved by the General Manager or designee and this **APPENDIX 2: ALCOHOLIC BEVERAGE CONSUMPTION & DISTRIBUTION ACKNOWLEDGEMENT AND WAIVER.**

The undersigned Requestor of the Del Webb Sunbridge Homeowners Association, Inc. ("Association") understands and acknowledges that he or she, and not the Association and/or their respective directors, officers, partners, members, managers, employees, volunteers, and agents (collectively, "Agents"), is responsible for all actions, negligent, or intentional or otherwise, of him or herself; Requestor's guests (invited and uninvited) not to include Del Webb Sunbridge residents; and/or, Requestor's family members, on route to, during, and after any event sponsored by said Requestor on the Association Property. Undersigned Requestor understands and acknowledges that he or she is solely responsible for his or her own sobriety, the sobriety of the Requestor's guests (invited or uninvited), and the sobriety of his or her family members.

The undersigned Requestor acknowledges that the Association Property is not "child-proofed" and that he or she bears the sole responsibility for and shall supervise any of his or her guests and/or family members under the age of nineteen (19) years of age and that any attendee under the age of twenty-one (21) years of age shall not consume Alcoholic beverages.

The undersigned Requestor hereby agrees to indemnify, defend, and hold the Association and/or their respective Agents harmless from any and all claims, actions, cause of actions, or liabilities of whatsoever kind arising out of related to, or as a consequence of said Requestor's event.

The undersigned Requestor hereby waives any and all claims against the Association, and/or their respective Agents relating to any injury to himself or herself, his or her family, and/or any guests not to include Del Webb Sunbridge residents, invitees, vendors and/or contractors, and/or for loss of property that may occur while using the Association Property, including but not limited to, any claims relating to the distribution and consumption of alcohol at Association Property.

The undersigned Requestor hereby acknowledges and agrees with the terms and conditions contained in APPENDIX 1: TERMS AND CONDITIONS FOR AMENITY USE; APPENDIX 2: ALCOHOLIC BEVERAGE CONSUMPTION & DISTRIBUTION ACKNOWLEDGEMENT AND WAIVER; AND the Del Webb Sunbridge Community Rules and Regulations on Alcohol Beverage Consumption and Distribution Policy, including Exhibits 1 through 4.

I, _____ the undersigned Requestor, acknowledge that I have read, fully understand, and hereby agree to abide by the aforementioned Del Webb Sunbridge Community Association Rules and Regulations on Alcohol Beverage Consumption and Distribution Policy and Appendices 1 and 2.

Requestor Signature: _____ Date _____

General Manager Signature: _____ Date _____



APPENDIX 3

RECREATIONAL GUEST RISK AND RELEASE WAIVER

I understand and agree that **I am a recreational user** and am using the facility, equipment, and participating in this Del Webb Sunbridge event.

On behalf of myself, my heirs, executors, administrators, and assigns I agree to release the Del Webb Sunbridge Homeowners Association, its Board of Directors, and all of its residents from any liability associated with my use of its facility, equipment, participation in an event, and/or if there is any damage to my personal equipment during transport or at any other time.

Further, I do hereby understand and acknowledge that:

- I understand that recreational activities both indoor and outdoor have inherent risks, dangers, and hazards and such exist in my use of the equipment and my participation in these activities.
• It has been disclosed to me that outdoor recreational activities involve inherent risks, dangers, and hazards to myself and other participants including, but not limited to, inclement weather, dangers with being in the water, encounters with animals, and rough terrain that can be difficult to navigate;
• People are seriously injured and die every year from participating in outdoor recreation activities; and,
• I am voluntarily participating in the recreational activity and using any equipment "as is" and no warranties are being extended to me with respect to the facility or equipment.

Medical Condition and Consent to Treat: I represent that I do not have any medical condition that prevents me from participating in this recreational activity. In the event of injury or illness, I authorize (on behalf of myself) the Del Webb Sunbridge Homeowners Association to obtain first aid and/or medical treatment at the nearest and most adequate facility. This release is completed and signed of my own free will and with the sole purpose of authorizing medical treatment in an emergency.

I have read and understand the foregoing Recreational Guest Risk and Release Waiver. I have read and understand that this document includes waivers regarding Risk and Release as well as Medical Condition and Consent to Treat and agree to be bound by these terms.

Event Name: _____ Event Date: _____

Name: _____ Today's Date: _____

Signature: _____ Phone: _____

Emergency Contact & Number: _____



APPENDIX 4

ROAD CLOSURE RESIDENT AGREEMENT FORM

Each resident whose home or driveway lies within the closure limits must be notified of the event and must agree to the event. Attach a map of the HOA common areas and homes included in the closure.

Homeowner Consent Signature: By signing this Road Closure Form, I agree with the date and time of the affected road closure and acknowledge that I have been notified of the event and agree to the road(s) closure.

Event Date / Time _____ Closure _____

Table with 6 columns: PRINT FIRST NAME, PRINT LAST NAME, HOUSE NUMBER, STREET NAME, SIGNATURE, DATE. The table contains 15 empty rows for data entry.