

Ballantrae CDD clubhouse meeting room reservation application

Applications are considered final and will only be processed when:

- (1) This reservation application page is filled-in below and signed;
- (2) The attached fee/regulation form is signed;
- (3) The attached release of liability is signed, and
- (4) These documents are received at the clubhouse by the Maintenance Supervisor, along with separate checks/money orders for required reservation fees and damage deposits, each payable to "Ballantrae CDD".

Reservations are confirmed on a first-come, first-served basis, based upon the Maintenance Supervisor's receipt of these documents and any required payment. No reservations will be confirmed, or times reserved, without them.

The list of reserved and open dates and times are shown on the CDD Clubhouse Calendar. It is accessible from the Calendar tab on the main page of the CDD's website at www.ballantraecdd.org. Information on clubhouse availability shown there is also available from the Maintenance Supervisor, who can be contacted for information at the clubhouse during weekday business hours: by phone at (813) 345-8565, by fax at (813) 345-8567 or by email at ballantrae2@tampabay.rr.com.

-----> **FILL IN INFORMATION BELOW FOR ALL RESERVATIONS** <-----

The undersigned applicant, _____ (print name of applicant), hereby applies to the CDD Board of Supervisors to reserve the clubhouse meeting room as follows:

CATEGORY (CIRCLE ONE): <i>(Category descriptions listed on second page)</i>	RESIDENT NON-COMMERCIAL NON-RESIDENT NON-COMMERCIAL GOVERNMENT	COMMERCIAL/BUSINESS BALLANTRAE COMMUNITY
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CLUBHOUSE RESERVATION DATE: _____

CLUBHOUSE RESERVATION TIME: FROM _____ TO _____ (MAXIMUM OF A 4-HOUR BLOCK)

CLUBHOUSE RESERVATION PURPOSE: _____

NUMBER OF PEOPLE EXPECTED TO ATTEND: _____ (CANNOT EXCEED ROOM CAPACITY OF 54 PERSONS)

APPLICANT'S ADDRESS: _____

APPLICANT'S PHONE NUMBER: _____

APPLICANT'S EMAIL ADDRESS: _____

APPLICANT'S SIGNATURE: _____

DATE COMPLETED REQUEST FORM IS BEING SUBMITTED: _____

APPROVED FOR THE BALLANTRAE CDD BOARD OF SUPERVISORS BY:

NAME: _____ TITLE: _____ DATE: _____

Ballantrae CDD clubhouse rental/usage fees and regulations

1. The clubhouse meeting room plus use of adjacent restrooms is available for rental by residents and non-residents over the age of 21. Rental activities are confined to the clubhouse meeting room. No other amenities or areas are included in this rental. It is available in blocks of a maximum of four-hours, with four such rentals per calendar year per applicant, unless otherwise approved by the Board of Supervisors. Rentals may begin as early as 9 a.m. All evening renters must allow for time to clean, secure and exit the clubhouse by 10 p.m.
2. Categories of clubhouse use, fees and damage deposits:
 - *Resident, non-commercial:* A rental fee of \$25 is required for each event. A damage deposit of \$150 is required for all events when alcohol is not available. If alcohol is available, a deposit of \$250 is required. Deposit checks/money orders will only be cashed if an assessment is being made for damages.
 - *Non-resident, non-commercial:* A fee of \$100 is required for each event. A damage deposit of \$300 is required when alcohol is not available, with a deposit of \$500 for events where alcohol is available. Deposit checks/money orders will only be cashed if an assessment is being made for damages.
 - *All commercial or business:* All such usage, reserved or not, must be reviewed and decided on a case-by-case basis by the Board. It may impose rental fees, damage deposits or any conditions it deems appropriate and in the community's best interest. It is the applicant's responsibility to ensure it brings details of the proposed usage to a regular meeting of the Board sufficient to allow its timely review and action upon the request. The Board is not required to publicize or provide any space to advertise or promote such events.
 - *Community group non-commercial use:* Usage by Ballantrae community groups must be applied for and approved on a case-by-case basis by the CDD Board. Applicable fees are at the discretion of the CDD Board. Applications must be submitted to the Maintenance Supervisor in time to be reviewed and acted upon by the Board, if necessary, during a regular monthly meeting. All rental fees are waived for use by the Ballantrae and Straiton HOAs and their official representatives.
 - *Government events:* A usage fee of \$50 per rental and a \$150 damage deposit is required for each event. Deposit checks/money orders will only be cashed if an assessment is being made for damages.
3. CDD staff must acknowledge cancellation of any event 48 hours in advance for rental fees to be refunded.
4. Users of the clubhouse must comply with CDD rules of conduct posted outside the clubhouse meeting room.
5. Any person reserving the clubhouse must be present during the entire rental period.
6. Facilities must be cleaned by users prior to leaving the premises. Fees for any additional cleaning deemed necessary by the CDD Board or its agents shall be deducted from the damage deposit. Any property damage is also subject to offset by the damage deposit. The full damage deposit, or a partial refund plus a letter explaining the withholding of any such funds, shall be mailed to the applicant within seven days after a rental.
7. All renters and their guests are required to respect the right of Ballantrae residents to enjoy the comfort, convenience and peaceful enjoyment of the adjoining areas within the community complex during the clubhouse rental. No renter/guest(s) may use the clubhouse in such a manner as to generate excessive noise, profanity, boisterous activity, etc. that interferes with residents' normal enjoyment of the pool, deck or other facilities.
8. Any rental issue not addressed here or in the [Adopted Policies](#) (accessible from the Clubhouse and Amenities tab on the CDD web site) will be decided at the discretion of the Board of Supervisors.

Applicant's name (print): _____

Applicant's signature: _____

DATE SIGNED: _____

Release of liability and indemnification agreement for Ballantrae CDD clubhouse rental/usage

- 1 Ballantrae Community Development District ("the CDD") is the owner of The Community Center located within Ballantrae recreational area in Pasco County, Florida ("the clubhouse").
- 2 Ballantrae is a residential development.
- 3 Upon request, the CDD, while it is the owner of the clubhouse, will consider its use by individuals and other entities for limited purposes provided proper fees and deposits are given.
- 4 The CDD has consented to the above use by the Applicant, its agents, employees and invitees.
- 5 In consideration of the CDD's permission to the Applicant, its agents, employees and invitees to use the clubhouse, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the CDD, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with or resulting in any way from the use of the clubhouse in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, its agents or employees.
- 6 As further consideration for the CDD's permission to the Applicant, its agents, employees and invitees to use the clubhouse, the Applicant, for itself, its representatives and assigns, agrees to defend, indemnify and hold harmless the CDD, its agents or employees, from any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from or in any fashion arising from, connected with or resulting from the use of the clubhouse in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this agreement to defend, indemnify and hold harmless applies to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, their agents or employees.
- 7 Should any provisions of this agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and shall remain in full force and effect and said illegal part, term or provision shall be deemed not a part of this agreement.

Applicant's signature below signifies agreement with the foregoing Release and is required to process the application.

Applicant's name (printed): _____

Applicant's signature: _____

Date signed: _____



Last update: Monday, May 07, 2012