

The Village Club & Preserve Property Use Agreement and Release Form

Adopted By VCP Board of Directors on October 8, 2019

The Village Club & Preserve's (VCP) primary purpose is to carry out its mission. Our mission is to provide attainable sports and swimming lessons, as well as foster community engagement through educational programming and activities hosted on our grounds. We have the desire to serve the community on many different levels and have several relationships with community organizations that utilize our facility. The VCP welcomes other local organizations and members to utilize our facilities for events.

So that all VCP members and outside groups can enjoy our facility, we ask that you follow this guide. In addition, you are required to sign and return the Property Use Agreement and Release Form when requesting to use the property. A copy of the approved form will be returned to you. These forms are to be used for occasional use of the property at VCP's discretion.

Requests for building use are managed through the VCP office. No commitment for building use is finalized until the Use Agreement has been approved and executed by VCP. When available we will make our facility available outside groups. Use of the facilities will be prioritized in the following order:

- VCP programing that fulfills our mission
- Member requests
- Non-profit groups that help the VCP fulfill its mission
- Other non-profit organizations

Approval for the use of the grounds and/or facilities of The Village Club & Preserve does not constitute or imply endorsement of a group, their mission, or their positions. Groups approved to use the facilities are not to advertise the event in such a way as to imply endorsement by The Village Club with VCP's expressed approval. No activities or advocacy may take place within the VCP, its buildings or grounds that conflict with the practices of the organization.

Included in this guide are the following:

- Steps to Facility Use Scheduling
- Rules and Regulations
- Property Use Agreement Form Including Release

STEPS TO FACILITY USE SCHEDULING:

1. Obtain and complete the [Reservation Request Application](#) from the VCP office (last page of this document) or at our website: www.villageclubpreserve.com - Under "Members" - hyperlinked [here](#)
2. Submit the Form
3. You will be notified within three business days whether there are additional questions or if the request is approved. You may be asked to set-up a meeting with Joe Genson, operations manager, to go over details of the event.
4. Upon approval, full payment confirms reservation.

FEEES FOR FACILITY USAGE

At this time the Village Club & Preserve accepts donations as a fee for the use of our facilities. The suggested donations are shown in the below schedule. Fees are subject to change.

Summers Clubhouse	Donation	Security Deposit	Use of Pool - additional*	Use of Fields or Under Porch Areas
1-40	\$150	\$200	\$50 additional	Included
41-60	\$200	\$200	Max 25 swimmers	Included
Grace Pavilion				
1-40	\$150	\$200	\$50 additional	Included
41-80	\$200	\$200	Max 25 swimmers	Included
81+	\$500	\$500	N/A	Included
Hale Pool	Cannot reserve exclusively	See lifeguard requirement	\$5/swimmer; 25 max; must reserve Fahey Cabana	N/A
Fahey Cabana	\$25/3 hours	N/A		

RULES AND REGULATIONS

1. VCP PROPERTY. VCP property will not be loaned, borrowed, or removed from VCP premises without prior permission from the Board of Directors. VCP property such as chairs, tables, tablecloths, etc. may be used when using the facility under the rules herein.

2. FACILITY CARE. The VCP area used by your group must be left clean and orderly with VCP furniture and property returned to its designated place.

3. KITCHEN RULES. The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed in the dumpster behind the parking lot. VCP supplies are not to be used except by VCP approved activities.

4. VCP SOUND SYSTEM. The VCP sound system is available for use upon request. The system must be operated by a trained member or by individuals pre-approved by the VCP Board. No other equipment may be attached to the VCP sound system without prior approval.

5. NO SMOKING. The VCP is a smoke and vape-free facility. All members of all groups using our facilities shall abide at all times by a “no smoking” rule in all parts of the building, pavilion, pool area, dog park, walking trail, on the grounds and restrooms.

6. BUILDING USE. All groups agree that they will ensure that all event participants leave the building after the event.

7. SUPERVISION OF YOUTH. The VCP seeks to provide a safe environment for children. All users of the facility are expected to follow the guidelines of this policy including the following:

- No fewer than two adults should be present at all times during any program or event involving children.
- Adult supervision is required at all times both inside and outside of the VCP property including pool area and parking lot.
- Children and/or siblings of the group members must stay with the group or under the care of adult supervisors.

8. FOOD AND DRINK. Food and drink should be limited to designated areas. Anyone using the VCP property is responsible for cleaning up after each use, both inside and outside. If a private catering service is used for the event, the caterer must furnish all equipment (e.g. dishes, silver, table cloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.

9. DECORATIONS. Decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All such decorations must be removed immediately and completely following the event.

10. EMERGENCY SCHEDULING CONFLICTS. VCP reserves the right to pre-empt any facility use for its own in cases of emergencies. Notice will be provided as early as possible.

11. STORAGE. Excess storage is limited for organizations other than VCP groups, as such; all organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the VCP office.

12. BREAKAGE. All persons and/or groups using our facilities are expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage or breakage. The person(s) signing the application for use shall be responsible for paying costs incurred by the VCP in cleaning, repairing, etc. any part of the building and/or its furnishings and equipment which in the judgment of the Board of Directors has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.

13. SECURITY. The VCP Board of Directors works to maintain a safe and secure environment within the facility, however no systems are foolproof. We ask that all users pay close attention to personal property and valuables, not leaving them unattended. The VCP is not responsible for theft or damage to personal property.

17. FINAL DECISIONS. In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in the customary practices not specifically mentioned here, the Board of Directors or their delegated representative shall decide the matter and all individuals and groups shall abide by the Board of Directors directions or forfeit the use of any part of the facility immediately.

**The Village Club & Preserve
2261 SW Racquet Club Dr.
Palm City, Florida 34990**

772-448-7256

villageclubpreserve@gmail.com

**PROPERTY USE AGREEMENT and RELEASE FORM
THE VILLAGE CLUB & PRESERVE**

Name of Organization: _____

Responsible Person: _____

Address: _____

Contact Person's Name: _____ Day Phone: _____

Email: _____ Cell Phone: _____

Organization's Purpose: _____

Date(s) Requested: _____ Start Time: _____ End Time: _____

Frequency: ___ One Time Only ___ Weekly ___ Monthly ___ Other

Which day of the week:

___ Mon ___ Tue ___ Wed ___ Thurs ___ Fri ___ Sat ___ Sun

General Information

Describe the type of event you will be bringing to our facility:

Will tickets be sold or admission charged for your event?¹ If yes, what will be the ticket prices or the admission fee?

Yes _____

No _____

If yes, how will the net proceeds of this event be used?

Is your group a non-profit 501(c) 3 organization?

Yes: _____ No: _____

Non-profit Tax ID Number: _____

Rooms/Area Requested:

Summers Clubhouse Hale Pool Kitchen
 Grace Pavilion Large Pool Land Use

Anticipated Number of Participants: _____

Will food or drink be consumed? Yes No

Special Needs or Requests:

Equipment Needs:

<input type="checkbox"/> Large Screen TV	<input type="checkbox"/> Round Tables:	# _____
<input type="checkbox"/> Pool supplies	<input type="checkbox"/> 6 Foot Tables:	# _____
<input type="checkbox"/> Microphone and Speakers	<input type="checkbox"/> Chairs	# _____
<input type="checkbox"/> Reception Table at Entrance	<input type="checkbox"/> Other:	_____

Certificate of Insurance Requirements - Non-VCP group activities (through nn organization) held on VCP Grounds or catering with alcohol are required to provide certificates of insurance naming The Village Club & Preserve as additional insured. A certificate should be turned in to the VCP office at least a week before the first use. For continuing usage, the form should be renewed annually.

Fee Arrangement

The parties understand that the fee for each use of the building and grounds is stated in the Village Club & Preserve Property Use Agreement and Release Form.

FEE for this event/activity: \$_____

Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____
(Organization or individual) and The Village Club & Preserve (for use of the property
describe above for meetings and other activities.)

NOW, THEREFORE, in consideration of The Village Club & Preserve permitting the
organization or individual(s) to use the property described herein, the organization or
individual(s) agree(s) as follows:

- 1. Organization or individual(s) hereby indemnify, hold harmless, releases, and
discharges The Village Club & Preserve and its Board of directors, agents, officers,
members, volunteers, and/or employees, from any and all liability, claims, demands,
losses or damages arising out of the use of the property.

ACCEPTANCE OF RESPONSIBILITY

I/We agree to be responsible for the conduct of those coming to or participating in the
activity for which this application is being made, and for any damage beyond normal
wear and tear which may occur as a result of this activity. I/We will remove all signs
posted by my/our group after the meeting has ended. I/We further agree that the VCP
property will be used in accordance with the Rules and Regulations of the Village Club
(a copy Property Use Resources including the Rules has been received) and I/We
hereby consent to the Release and Indemnity Agreement.

Name of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Board of Director

Board of Director

_____ Request Approved _____ Request Denied

Signature _____ Date _____

Signature _____ Date _____