



Facility Use Agreement

It is the intent of the City of Rockledge to rent facilities to residents and the community at large. Rental fees are determined by City Council and are subject to change at Council's discretion.

OPEN/CLOSING FEE: There will be a fee of \$20.00 per lock and unlock for each time the facility being rented is unlocked and/or locked.

DEPOSIT FEE: All rental events require an immediate payment of a deposit equal to twenty five percent (25%) of the total rental fee plus sales tax. The deposit fee will be deducted from the full rental amount. Full payment of fees are due thirty (30) days in advance of the event date.

CANCELLATION POLICY: A fifteen percent (15%) administrative fee will be deducted from the total amount due for the event for all written requests for refunds received up to thirty (30) days prior to the scheduled event. If an event is cancelled less than thirty (30) days of scheduled date, no refund will be granted. Refund requests will not be honored if total rental fee is less than \$50.00. All users MUST sign and agree to the Facility Use Permit Restrictions Addendum and Event Indemnification and Hold Harmless Agreement at the time of booking.

DAMAGE & CLEAN-UP DEPOSIT: A Damage & Clean-up deposit is required thirty (30) days prior to the rental date at all facilities.(see Rental Facility Fee Schedule for amounts). Upon satisfactory inspection, your deposit will be returned within 30 days.

FUNCTIONS SERVING FOOD: A copy of your caterer's state license and proof of insurance must be provided thirty (30) days prior to your event rental date. All functions with more than 100 people in attendance are required to use a licensed and insured caterer, unless a hold harmless agreement is signed.

LONG-TERM RENTALS: Individuals or organizations wishing to enter into a long-term facility rental agreement will be required to enter into a contract that will require City Council approval based on a negotiated rate. A long-term rental will consist of a term of six months or more with at least one meeting or event per month in the rental facility. A one- million dollar (\$1,000,000.00) Commercial General Liability Insurance certificate is also required naming the City of Rockledge as an additional insured.

SPECIAL EVENTS: A one- million dollar (\$1,000,000.00) Commercial General Liability Insurance certificate is also required naming the City of Rockledge as an additional insured for all special events. Special events are approved by the City Manager/City Council of the City of Rockledge under the Special Event Regulations.

Individuals/organizations applying for facility use permits shall be classified into one of two groups for the purpose of facility use priority and charges. Proof of residence and organizational status are required.

Non-profit: All "non-profit" leisure programs directly or indirectly sponsored/governed by the City of Rockledge, or all "non-profit" groups, organizations, corporations or programs, which are registered under the provisions of 501(c)(3), or listed as active with the Florida Department of Corporations as a non-profit organization are considered to be "non- profit". This would also include "not for profit" such as schools, etc.

Private: All other individual, organizations, groups or corporations not meeting the criteria of non-profit.

These restrictions are designed to ensure that the City Facility will be left in equal to or better condition than it was prior to your event, as well as to provide general rules and conditions relating to the use of City of Rockledge's facilities. City facilities are a symbol of pride for the owners (residents of Rockledge) and must be in good condition for their use every day. This includes the date after your event.

ALL INDIVIDUALS, CLUBS, GROUPS AND/OR ORGANIZATIONS ARE REQUIRED TO COMPLY WITH ALL RULES IN THIS DOCUMENT: NO EXCEPTIONS.

GENERAL RULES AND CONDITIONS:

USE OF FACILITIES: It is the intent of the City of Rockledge to rent facilities to residents and the community at large. We will inform you at the time of your reservation what other

activities are scheduled for that day, but we cannot guarantee that your booking will be exclusively scheduled in the park or another facility on your day or time.

PAYMENT METHOD: A check, cashier's check, money order or credit card are the only methods of payment accepted.

ROOM CAPACITY: The occupancy capacity for any room may not exceed the posted limits set by the City of Rockledge Public Safety Department.

RENTAL TIME: Rental time must include set-up time and clean-up time. (Wedding reception Additional three hours for caterer, cake, florist, D.J., etc. set-up and one hour for cleanup.. Rehearsals should be scheduled as soon as possible to ensure there is time available on the schedule. Such rehearsals shall be held approximately twenty-four (24) hours before the wedding. Rehearsals held after hours will be charged an unlock fee of \$20.00 and a lock fee of \$20.00.

CLOSING TIME: Events must be completed and cleaned up by **11:00 p.m.** Each 15 minutes past the closing time will be billed as an hourly rate and deducted from your damage/clean-up deposit.

CLEAN UP: The rented room(s) must be broom swept, and or vacuumed and all tabletops wiped clean of debris. Also, trash must be brought to the dumpster(s) at the facility. Failure to do so will cause the City of Rockledge to clean up after an event and will result in a deduction from your damage/clean-up deposit .If any additional expense is incurred by the City for cleanup, the renter will be charged.

PROHIBITED:

- Smoking inside ANY City of Rockledge building (prohibited by law).
- The use of burning candles that are not in a glass or metal container
- Using pyrotechnic devices or fog machines inside.
- Use of any glitter, confetti, birdseed, rice, and bubbles inside.

DECORATING: Attaching anything to the walls, doors, etc. is NOT allowed (including tape, nails, thumbtacks, etc.) Candles may be used but MUST be enclosed with a metal or glass holder. No bubbles are allowed inside. No removal of City decorations, pictures, other fixtures etc. is permitted.

TABLES AND CHAIRS: Tables and chairs are for inside use only.

FOOD AND BEVERAGES: Any caterer must be licensed and insured. A copy of the caterer's license and insurance must be on file thirty (30) days prior to your event. If a caterer is not used, the food must be served from pre-prepared, furnished trays (Publix, etc.) or a hold harmless agreement must be completed. No food or beverages are allowed outside of the room being rented including lobby, hallways, and restrooms.

ALCOHOL: Alcohol is permitted; however, alcohol service must be provided through a licensed caterer/bartender. The Organization will be required to obtain a permit or license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, as well as from the City. An additional alcohol insurance policy must be obtained and presented as described below for general insurance. A cash bar is not allowed. The alcohol service must close **30 minutes** before the end of your contracted time.

ACCESS TO OTHER ROOMS: Access to any room other than what is rented is NOT permitted.

LOST/STOLEN ITEMS: The City of Rockledge is not responsible for any items lost, stolen or left on premises before, during or after an event.

SERVICE ANIMALS: No animals are allowed inside City Facilities except certified service animals. The animal owner will be required to present documentation verifying certification.

MUSIC: (Inside) Music and dancing are allowed; however, no large speakers or heavy amplification is permitted. There is room for a disc jockey, quartet or a small band. The music must end 15 minutes before the end of your contracted time. At all times, sound/music and other noise must be kept at a reasonable level in accordance with the City of Rockledge's Noise Ordinance.

TENTS: Tents must be pre-approved at the time of booking. Tents of six feet (6') or less requiring stakes may be erected.. Sandbags are the preferred method of securing small tent structures. If any underground lines are damaged, the cost to repair damages will be deducted from the damage/cleanup deposit. Any associated repairs exceeding the damage deposit will also be charged to the applicant.

FLOOR RUNNERS: Floor runners are not permitted inside or outside the City Facilities.

PARKING: Guests may park on the street where permitted or in the parking lot.

INSURANCE: The Organization shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the term of this Agreement, insurance from an insurance company licensed in the State of Florida and acceptable to the City. The required insurance shall be evidenced by a certificate of insurance submitted to the City prior to the effective date of the Agreement. The Organization shall name the City as an additional insured under the general liability policy, with minimum limits of one million-dollars (\$1,000,000.00) per occurrence combined single limit, to include premises/operation, independent contractors, products/completed operations, broad form contractual and personal injury. A copy of all notices from the insurance company must be provided to the City within five (5) days of receipt. The insurance company shall be instructed to provide a thirty (30) day notice of cancellation to the City. The City may cancel this Agreement at any time the Organization fails to comply with the insurance provisions described.

TERMS & CONDITIONS: The undersigned Organization/Applicant (hereinafter the "Organization or Applicant") hereby makes application to the City of Rockledge (hereinafter the "City") for the use of the facility requested above (hereinafter the "Facility"), and certifies that the information in the application is correct. The undersigned agrees to exercise the utmost care in the use of the Facility and the surrounding property. The Organization or applicant agrees to sign and adhere to all provisions, terms and conditions contained in this Agreement as well as adhere to all the rules and regulations contained on the above City of Rockledge Facility Use Permit Restrictions Addendum, which has been approved by the City Council attached hereto and incorporated herein by this reference.

USE OF FACILITY: The City does hereby agree to allow the Organization or Applicant the use of the Facility, provided that the use of said Facility conforms to the provisions, terms and conditions contained in this Agreement. The Organization or Applicant shall have the non-exclusive use of the Facility during the term of this Agreement.

FEES & CHARGES: Fees and charges will be as described in the form entitled CITY OF ROCKLEDGE RENTAL FACILITY FEE SCHEDULE, which has been approved by the City Council. All rental facility agreements require an immediate payment of a deposit equal to twenty-five percent (25%) of the total rental fee PLUS sales tax. The deposit will be deducted from the full rental amount.

Full payment of fees is due thirty (30) days in advance of the event. **CANCELLATION POLICY:** A fifteen percent (15%) administrative fee will be deducted from the total amount due for the event from all written requests for refunds thirty (30) days prior to the scheduled event. If the event is cancelled within thirty (30) days or less of scheduled date, no refund will be granted. Refund requests will not be honored if total rental fee is less than fifty dollars (\$50.00). The City may cancel this Agreement at any time for any reason without advance notice and return the full fee back to the Organization without receiving any penalties.

INDEMNIFICATION: The Organization agrees to and will, at all times indemnify, save and hold the City, and its officers, employees, attorneys and agents through all appellate proceedings harmless from any and all liability, claims, demands, disputes, damages, costs, attorney's fees and expenses, incurred by the City and its officers, employees, attorneys and agents as a result, directly or indirectly, of the use of the Facility by the Organization and its members, guests, visitors, spectators and participants.

MISCELLANEOUS

Code of the City of Rockledge: The organization must comply with any and all provisions of the Codes of the City of Rockledge.

Chaperone: The Organization must provide adequate chaperones, as the Organization deems appropriate, for any function that is attended by any person under the age of eighteen (18) years. Notwithstanding, the City may require the Organization to provide additional chaperones.

Relationship of Parties: Nothing contained in this Agreement shall create any relationship between the parties hereto other than that of the City and the Organization, and it is acknowledged and agreed that the City does not in any way or for any purpose become a partner of the Organization in the conduct of its business, or a joint venture or a member of a joint or common enterprise with the Organization.

Disclaimer: Under no circumstances does the City endorse, promote, condone, certify, vouch for or recommend, nor is it responsible for any of the contents, actions, or services associated with the Organization or its activities and programs.

Attorney's Fees: In the event of any legal action or suit resulting from this Agreement, the renting party shall pay its own attorney's fees and costs, through all appellate

proceedings, even if this Agreement is determined to be non-binding for any reason.

Condition Precedent: All rights, obligations and liabilities of the City and the Organization shall be subject to satisfaction of the condition precedent of the complete execution of this Agreement by the Organization and the City Manager of the City of Rockledge.

Waiver: No delay or omission of the exercise of any right of the City, or any waiver of any breach or violation of the Organization by the City under this Agreement, shall be construed as a continuing waiver or consent to any subsequent breach or violation.

Entire Agreement: This Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Modification of Agreement: Any modification to this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by the Organization and approved by the City Manager.

Assignments: Binding EFFECT: This Agreement shall not be assigned by the Organization unless prior written approval is granted by the City. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

Severability: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Organization, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action under this Agreement, venue shall be in Brevard County, Florida, for any State court action and Orlando, Florida, for any federal court action. ORGANIZATION AND CITY HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY SHOULD ANY ACTION BE FILED.

Time of the Essence: It is specifically declared that time is of the essence in all provisions of this Agreement.

Paragraph Headings: The titles to the articles, sections or paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

CITY OF ROCKLEDGE

EVENT INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I. PARTIES: CITY OF ROCKLEDGE (CITY)
1600 Huntington Lane
Rockledge, Florida 32955

APPLICANT:

Address _____

Business Entity: _____
Title _____

II. PURPOSE: CITY will allow APPLICANT to utilize its facilities at _____ (name of facility) owned by CITY. APPLICANT has chosen not to obtain additional liability insurance to insure CITY from liability. APPLICANT in lieu of insurance will execute an indemnification and hold harmless agreement set out below.

III. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

The APPLICANT named above hereby executes in favor of the CITY and its officers, employees, agents and attorneys, this Indemnification and Hold Harmless Agreement, and agrees on his/her/its own behalf and on behalf of any and all derivative claimants and legal representatives of any and all types, nature, or relationships, to forever release, discharge, and hold harmless CITY, and the officers, employees, agents, and attorneys thereof, and to indemnify CITY and its officers employees, agents, and attorneys thereof, in both their official and individual capacities, from any and all liability, claims, damages, expenses, including all attorney's fees and any possible litigation costs through pre-trial, trial and any and all appeals, resulting from or arising out of the use of the above-specified facility.

Date: _____

Date: _____

Witness:

APPLICANT:

Signature

Signature

(Print name and address)

(Print name, title, if any and address)

CITY OF ROCKLEDGE FACILITY USE - FOOD WAIVER REQUEST

This food waiver request must be completed in its entirety. Incomplete requests will be returned to the Organization/Applicant (the "Organization") and may delay approval.

Organization/Applicant's

Name: _____

Address: _____

Contact Person: _____

Phone# _____

EVENT DETAILS

Type/Name of Event: _____

Description of Event: _____

City Facility Requested: _____

Date of Event: _____

CATERED FOOD FOR EVENTS

A licensed and insured caterer **MUST** be used for all food **SERVED** at your event. A copy of your caterer's license and insurance must be on file thirty (30) days prior to your event. If a caterer is not used, the food must be served from furnished trays (Publix, etc.).

However, the City of Rockledge (the "City") recognizes that occasionally events have special circumstances in which catering options do not meet the needs of the event. These special circumstances may include certain non-profit charity functions, fundraising events, and private groups having a "potluck" party wherein the group members bring in food to share with other group members. In such cases, the City **MAY** permit the Organization to serve non-catered food (where individual members of the Organization brings in a food item). Under no circumstances will the City allow events consisting of greater than one hundred (100) people to serve non-catered food.

If the City allows the Organization to provide non-catered food, the Organization hereby warrants and confirms that the information contained within, to the best of the Organization's knowledge, is true and correct, and further certified that the Organization and each individual bringing in non-catered food has read the USDFA food and safety inspection service flier, 7 Food Safety Steps for Successful Community Meals, which accompanies this form. Furthermore, if the City allows the Organization to provide non-catered food, the Organization agrees to indemnify the City (as described below).

UNDER NO CIRCUMSTANCES MAY THE ORGANIZATION BRING IN ALCOHOL, OTHER THAN AS DESCRIBED IN THE CITY OF ROCKLEDGE FACILITY USE APPLICATION AGREEMENT.

NON-CATERED FOOD INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The Organization agrees to and will at all times indemnify, save and hold the City, and its officers, employees, attorneys and agents through all appellate proceedings harmless from any and all liability, claims, demands, disputes, damages, costs, attorney's fees and expenses, incurred by the City and its officers, employees, attorneys and agents as a result, directly or indirectly, resulting from the preparation and/or service of any food or beverage at the event by the organization and its members, guests, visitors, spectators, and participants.

By signing below, the organization understands and agrees to use the information included in the 7 Food Safety Steps for Successful Community Means

Printed Name:

Signature:

Event Type: _____

Date: _____

Accepting Staff Signature: _____

Date: _____

Signed copy provided to Applicant: Yes: _____ No: _____