

RECREATION FACILITY RENTAL AGREEMENT



Parks & Recreation Dept.

CHECK ONE: Private/Commercial Public/Civic/Church/Not for Profit Co-Sponsored Group

This agreement is made and entered into this _____ day of _____, 20____ between the City of Clearwater, Florida, hereinafter called the City and _____ of _____ (ORGANIZATION OR INDIVIDUAL'S NAME)

_____ (ADDRESS) _____ (PHONE)
 hereinafter called the User, for the use of _____ (NAME OF FACILITY)

o _____
 n _____ (DATE AND TIME FACILITY IS TO BE USED)

For the following purpose(s): _____

RATE SCHEDULE FOR BUILDINGS	RATE SCHEDULE FOR ATHLETIC FIELDS
I. Base Rental Fee \$ _____	I. Without Lights _____ hours x \$15.00 per hour \$ _____
II. Hourly Charges: (User in building) _____ hours x \$50.00 per hour \$ _____	II. With Lights _____ hours at \$25.00 per hour \$ _____
III. Holiday Hourly Charges (User in building) _____ hours x \$75.00 per hour \$ _____	III. Field Lined and Matted \$15.00 \$ _____
IV. Late Fee \$50.00 \$ _____ (Booked less than 14 days prior to the event)	IV. Other Charges \$ _____
	SUBTOTAL \$ _____
	TAX # _____ or 7% Tax \$ _____
	TOTAL DUE BY _____ \$ _____
	PAID Receipt # _____ \$ _____
	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> UTILITY CHARGE START TIMES: - Nov 1 thru March 31: 5:00PM - April 1 thru Oct 31: 7:00PM Earlier light activation will </div> <div style="border: 1px solid black; padding: 5px;"> PLEASE FORWARD REMITTANCE TO: City of Clearwater Athletics at the Long Center </div>
SUBTOTAL \$ _____	FOR _____ (ORGANIZATION) PLEASE PRINT
CARD # _____ or 10% non-resident fee \$ _____	BY _____ (USER'S SIGNATURE)
TAX # _____ or 7% Tax \$ _____	_____ (WITNESS) _____ (DATE)
SECURITY DEPOSIT: \$ _____ \$100.00	FOR CITY OF CLEARWATER, FLORIDA
TOTAL: \$ _____	BY _____ (CITY OF CLEARWATER PARKS AND RECREATION DIRECTOR OR DESIGNEE)
LESS DOWN PAYMENT: Receipt # _____ \$ _____	
BALANCE DUE: \$ _____	
BALANCE PAID: Receipt # _____ \$ _____	

OFFICE USE ONLY:
 ALL RENTAL ACTIVITIES MUST BE CONDUCTED IN ACCORD WITH THE CITY OF CLEARWATER CODE OF ORDINANCES! ORDINANCE NO. 1804 PROHIBITS THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC AND IT IS UNLAWFUL IN ANY PARK OR ATHLETIC FIELD. THIS OFFICE RESERVES THE RIGHT TO

(WITNESS)

(DATE)

NOTE: Signature of person representing User signifies that the terms and conditions on back of agreement have been read and understood and that User shall abide by said terms and conditions. All above charges are estimates and are to be paid at least 14 days in advance of event. Following User's event, any additional charges for additional time or damages will be taken from the security deposit. If additional charges exceed the security deposit the User will be billed accordingly. User is responsible to see that facility is cleared of all participants and equipment by the prescribed time, otherwise, additional time will be charged. **User must secure an occupational license if event involves any sales of goods and services. User must secure tent and sign permits if event includes use of these items.**

S:\Forms\1800-0183 Recreation Facility Use Agmt.doc-Revised08/19/02-White original to be retained by Parks & Rec Admin according to Records Mgmt program as an official record; yellow copy to be forwarded to User.

TERMS AND CONDITIONS

The parties hereto covenant and agree to the terms, conditions, and charges as set forth in this document.

The User agrees to pay to the City at the time of application, a deposit of \$50.00 plus tax, if applicable.

Groups must receive approval from the Superintendent of Recreation to receive Co-Sponsored status.

The down payment will be forfeited if for any reason the Use date is cancelled or changed. All charges made for the use of the city facilities shall be paid in advance of the date that such facility is to be used.

APPLICABLE TO GROUPS USING ANY FACILITY OR EQUIPMENT:

- A. All Fire Department regulations must be strictly observed.
- B. Smoking is prohibited in all buildings.
- C. User will obtain any and all licenses and permits required by law including health permits and occupational licenses if required.
- D. Concessions will be operated only with the permission of the Parks and Recreation Director or designee.
- E. All city facilities and equipment used must be returned in the same condition as when rented. Costs of repairs must be borne by the User.
- F. User shall submit a set-up diagram at least one week prior to event.
- G. Improvements, alterations, or changes of any kind shall not be made unless or until complete plans of said improvements have been submitted to the City and the City approves such plans in writing. All costs of the aforementioned improvements shall be made at the User's expense.
- H. That upon termination or expiration of this Agreement, all improvements shall become the sole property of the City.
- I. User shall provide ticket sellers, floor managers, stage crews, electricians, technicians, projectionists, sound systems operators, carpenters, machine operators, piano tuning and piano moving, and any and all help necessary for the event.
- J. If User desires to SELL alcoholic beverages, a ONE-DAY NON-PROFIT CIVIC PERMIT shall be obtained from the Division of Alcoholic Beverages and Tobacco Department (located at 1313 N. Tampa Street, Tampa, phone # (813) 272-2610). User shall supply proof of permit to the City. Permission to sell alcohol must be obtained from the Superintendent of Recreation.
- K. The City is to provide all maintenance and upkeep of the premises and improvements constructed hereon by User, and User hereby covenants and agrees to keep and maintain the premises and improvements in good condition and repair during the term of this Agreement and any extension thereof. User agrees to use and maintain the premises in a safe and sanitary condition. No rice is to be thrown inside a building facility.
- L. In consideration of \$1.00 and other good and valuable considerations, receipt of which is hereby acknowledged, the User agrees to indemnify and save and hold harmless the City and to accept all liability arising out of, or resulting from any accident, illness, sickness or other injuries, including death, at any time occurring to persons (other than employees of the City, while acting in their capacity as employees) and to property of others during time of rental or rehearsals. The User agrees further not to incur any debts, which may be required or requested to be borne by City.
- M. When requested, the User shall provide Liability insurance naming the City of Clearwater, Florida, its employees and agents as additional insured with limits of \$_____ combined single limit Bodily Injury and Property Damage per occurrence. Said Liability insurance shall cover liability from all activities and operations of the User including products and completed operations and including the contractual liability assumed by the User in this Agreement. The insurance policy must contain a provision providing the City of Clearwater, Florida, with sixty (60) days written notice prior to termination, nonrenewal, or restriction of coverage. The User shall provide to the City a certificate of insurance on the attached form as evidence that these requirements have been met.
- N. This Agreement is subject to termination by the City or User upon ten (10) days written notice to the respective party. User will forfeit their down payment upon their termination of Agreement.
- O. That City reserves the right through its representatives to enter any portion of the premises and to eject any objectionable person or persons from said building and upon the exercise of this authority the User hereby waives any right and all claim for damages against the City and its said representatives, jointly and severally.
- P. The User shall pay the rental sum in the amount and in the manner described (see rate schedule).
- Q. The use of the premises shall not interfere with the recreational programs or other activities approved by the Clearwater Parks and Recreation Department; same shall be grounds for termination of this Agreement upon ten (10) days written notice by the City to the User.
- R. User and the Supervisor of the facility being used shall decide unforeseen questions.
- S. The User shall have a time limit. Event should be concluded and User party should be out of the building by 1:00 a.m.
- T. Any activity conducted not in accordance to the intended purpose of this lease may be cancelled at any time.
- U. Any activity involving games of chance must be reviewed and approved by the Clearwater Police Department prior to issuance of this Agreement.
- V. The City is not responsible for items left at the building before or after the rental hours.
- W. Alcohol is prohibited during center hours of operation and at swimming pools, unless approved by the Superintendent of Recreation.