BAYSHORE GARDENS PARK AND RECREATION DISTRICT

RECREATION HALL CONTRACT **1004HC**

THIS RENTAL CONTRACT is made and effective this _____ day of _____, 20_____ by and between Bayshore Gardens Park and Recreation District, hereinafter referred to as **"Owner"** and the contract signer named **"Renter."**

1. **Maximum Occupancy is 224**: Estimated number attending event _____.
   Should Renter fail to abide by occupancy requirements per local Fire Code, the Battalion Chief will be called to disburse, and **Renter forfeits full Security Deposit**.
2. **Event Cancellation:** Renter's security deposit shall secure the date for the event. Cancellation of event must be provided **30 days prior to the scheduled event to receive a full refund of deposit.** Failure to provide adequate notice of cancellation to the District Office at 941-755-1912 will result in **forfeiture of the deposit in full.**
3. **Dishonored Checks:** Renter agrees to pay a service fee of $25.00, plus bank charges, to Bayshore Gardens District on returned checks. Such payments must be in cash or by Money Order.
4. **Hall Rental Rules:** Failure of the Renter to comply with the rules will result in the **loss of all of the Security Deposit and/or additional charges.**
   a. **The Manatee County Noise Ordinance is strictly enforced.** Music must end by 10 p.m. This includes the parking lot and District grounds.
   b. The Renter shall occupy/use the Leased Premises only during the time periods specified in the contract. Exceeding contracted times will result in additional hourly charges to be withheld from the security deposit.
   c. The Renter is responsible for the acts and conduct of their guests, including children, both inside and outside the building.
   d. The Renter may decorate the **premises using only paint safe sticky putty.** The Renter shall NOT mar, damage, or deface the building, or grounds in any manner by using nails, drills, hooks, tacks, tape, staples, double-sided tape or any other form of adhesive on the walls, floors, doors, fixtures or ceiling of the Leased Premises. The Renter shall be held responsible for any damages to the Leased Premises and will be charged for such damages, repairs and/or replacement of such.
   e. The Renter will leave the building and grounds in the same condition as it was at the commencement of the contract period. It is Renter's responsibility to place all trash and decorations from the recreation hall in the receptacles that are provided.
   f. Renter shall remove all property brought into the Leased Premises when event concludes. **Any property remaining in the Leased Premises five (5) days after the expiration of the lease term shall be removed and/or disposed of by Owner.**
   g. Owner will inspect the hall following Renter's clean-up. The inspection will be no later than the end of the first business day after the event. If the inspection of hall is clean and without damage, the security deposit will be refunded in full. If inspection reveals damage or unclean conditions, the security deposit will be retained and applied to repairs and/or clean-up. If security deposit is insufficient to cover the cost of repairs or clean-up, Renter will be invoiced for the additional amount, which additional amount will be deemed additional rent under this Contract.

h. **No open flames or fireworks, including candles** are permitted with the exception for canned heat (for example, Sturno) to warm food. No ice sculptures. Coolers must be placed on rubber mats. **The Renter is responsible for adhering to the rules and taking all safety precautions.**

i. Permanent fixtures of Owner **shall not be moved** from their positions by Renter. Any items deemed missing from the Leased Premises after contract term will be reimbursed by Renter from the security deposit. If insufficient funds, Renter will be invoiced for additional sum.

j. The Renter agrees that no confetti, birdseed, rice or like material will be thrown anywhere in or on the Leased Premises.

k. The Renter **shall not sublet** the Leased Premises.

l. **Liability Insurance**: The Renter is required to obtain a liability insurance policy with Bayshore Gardens District named as certificate holder in the amount of 1 million dollars. If alcohol is served at the event, Renter must have an endorsement noted on the liability policy: Host Liquor Liability. The Renter will present **proof of insurance no later than 14 days prior to the event to the District Office. Failure to provide insurance per this provision, may result in event cancellation and forfeiture of the security deposit in full.**

_____ **Renter's Initials**

m. Smoking and vaping are not allowed inside the building and is only permitted in designated areas.

n. Owner's tables and chairs are not to be used outside of the building. Included in the hall rental: tables, chairs, industrial refrigerator and ice machine use. Any utensils/dishes of Owner used during Renter's event, must be washed and returned to original location. Kitchen appliances may be used for food warming purposes only. No cooking is permitted. **Failure to leave the kitchen in clean condition will result in a cleaning fee withheld from Renter's security deposit.**

o. Should any outside Vendor provide services for Renter's event, it is the responsibly of Renter to make sure **a copy of the Vendor's license is provided to the District office 14 days prior to the event.** Licenses may be emailed to office@bayshoregardens.org

p. Food preparation or serving must take place inside the recreation hall and is **NOT permitted on the grounds.**

5. A floor plan is provided to Renter for table/chair layout. Owner's maintenance department will be responsible for set-up per Renter's diagram. **Failure to provide the completed floorplan to the District Office 14 days prior to event** will give the Owner authority to set up a standard floor plan according to number of guests. Owner's tables and chairs may not be rearranged after initial set up.

6. **Liability for injury**: Owner shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Renter or by any person who may at any time be using or occupying or visiting the Leased Premises or be in, on or about the same whether such loss, injury, death or damage shall be caused by or in any way result from or arise out or any act, omission or negligence of Renter or any occupant, visitor, or user of any portion of the Leased Premises, or shall result from or be caused by any other matter of thing whether of the same kind as or of a different kind than the matters of things above set forth, and Renter shall indemnify Owner against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage.

7. **Contract Changes:** Renter signing contract is the **ONLY** individual that may amend the contract terms. Any changes in the contract **must be made 14 days in advance of the event.** Renter MUST be present at the event for the duration of the contracted time.

8. **Security Cameras:** The hall is monitored during the event for safety and security reasons. Any rule violations may result in forfeiture of the Renter's security deposit. Hall doors are electronically programed for event hours.

_____ **Renter's Initials**

Controlling Law: This Agreement shall be governed by the procedural and substantive Laws of the State of Florida. Venue for any action brought to enforce the terms of this Agreement shall be in Manatee County, Florida. Owner is a Special District of the State of Florida and is entitled to sovereign immunity as defined under state law and the parties agree that Owner's liability arising out of or related to this Contract shall not exceed the limits set out in section 768.28 F.S., regardless of whether the claim arises in tort, contract or otherwise. If the parties must resort to litigation to enforce the rights and obligations set out in this Contract, they agree that the prevailing party in the litigation can recover its costs and fees from the non-prevailing party, including reasonable attorney's fees.

_____ _____

Renter's Name **Address** **City, State, Zip Code**

_____ _____ **RESIDENT / NON-RESIDENT**

Phone Number **Email Address** **Circle One**

Rental Rates: 6 Hours Rental Time

Resident Rates: $300.00 + tax: Extra hours: $25 + tax per hour. Security Deposit: $250.00
Non- Resident Rates: $750.00 + tax: Extra hours: $40 + tax per hour. Security Deposit: $500.00
Screen Room Rental: $25.00 + tax YES / NO May only be rented in conjunction with the hall rental. Terms of contract apply to the screen room, if rented.

_____, 20____ _____

Date of Event **Type of Event**

NO ENTRY PERMITTED PRIOR TO NOON OF THE EVENT DATE

_____ _____ **TOTAL HOURS RESERVED:** _____

Event Start Time **Event End Time**
(Includes Set-up and Clean up-time)

$_____ _____

Total Amount Due (Less the deposit) **Amount Due By Date:**

_____ _____

Renter's Signature Date

_____ _____

Owner Signature: Bayshore Gardens District Date

Office Use Only: _____

_____

_____

_____.

Revised 10/17/19

FLOOR PLANS ARE DUE 14 DAYS PRIOR TO EVENT AND MAY NOT BE CHANGED ONCE THE FINAL DRAFT IS SUBMITTED

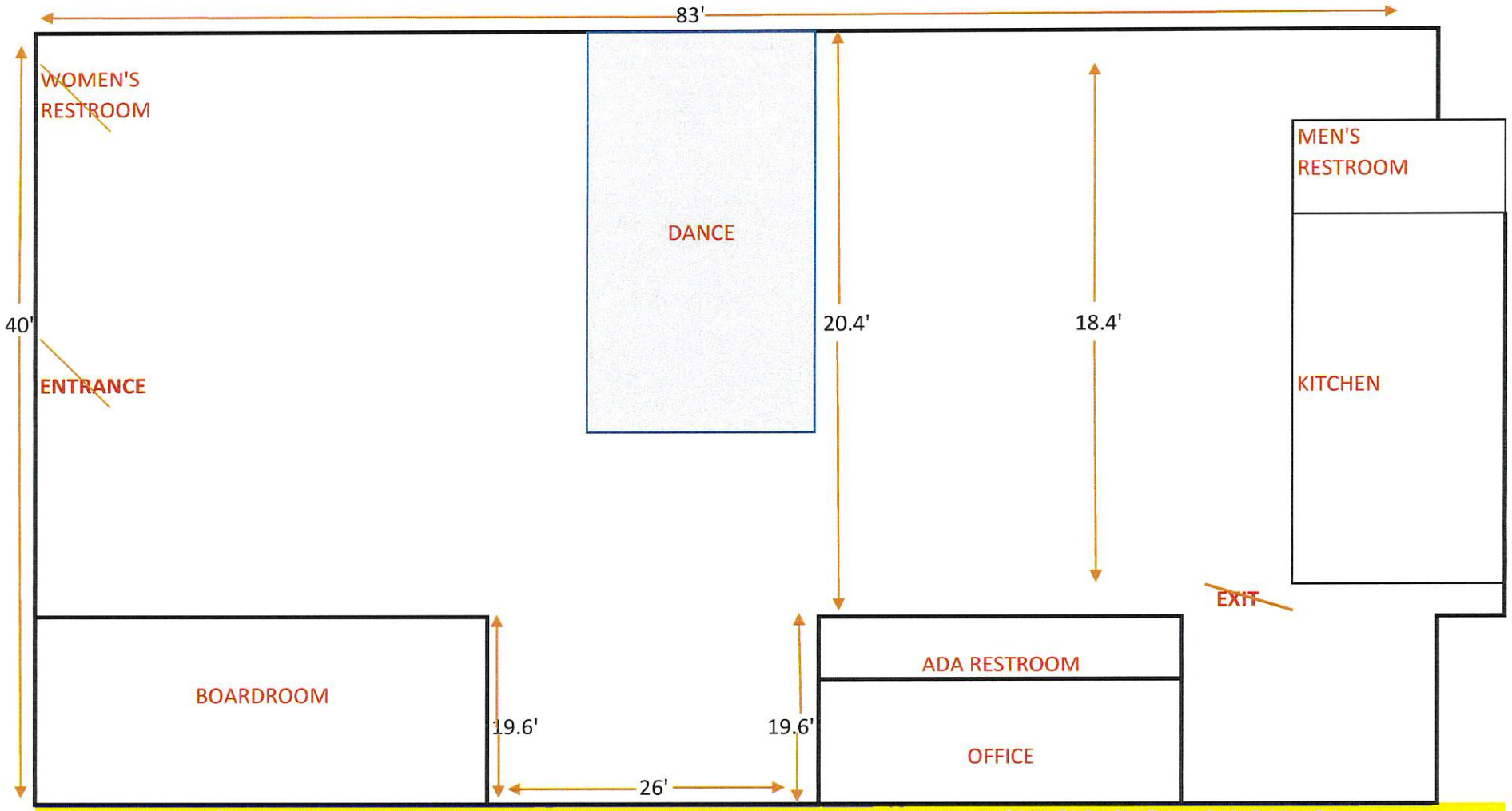
CONTRACT NAME _____

EVENT DATE _____

EVENT TIME _____

LIQUOR PERMITTED YES / NO

COMMENTS _____



TABLES ARE 8' X 2 1/2' AND CAN ACCOMMODATE 8 CHAIRS OR 10 CHAIRS IF ONE IS PLACED AT EACH END. WE HAVE TEN 6' ROUND TABLE AS WELL. WHEN DRAWING YOUR FLOOR PLAN, PLEASE DO NOT BLOCK THE ENTRANCE OR EXITS. NOTE TABLE DIMENSIONS FOR PROPER PLACEMENT AND MAKE CERTAIN THE NUMBER CHOSEN WILL FIT THE AREA. KEEP IN MIND THAT YOU NEED TO KEEP A "WALKWAY" CLEAR. HALL CAPACITY IS 224

LIABILITY INSURANCE PROVIDERS FOR YOUR EVENT

In accordance with the Recreation Hall contract, provision # 7, it is the responsibility of the Lessee to obtain liability insurance for the duration of the event. The Special Event insurance will cover you and your gusts while on the premises. A copy of the insurance certification must be provided to the Bayshore Gardens office one (1) week prior to the event. Failure to provide adequate liability insurance in the amount of $1,000,000 will result in the cancellation of the rental contract.

Noted below are some providers that were located for your convenience. Bayshore Gardens does not endorse nor recommend any one provider. The companies itemized below are being supplied as a courtesy. You are free to choose any insurance provider of your choice.

The cost of the insurance will vary depending on the type of event, (wedding, birthday party, etc.) the number of guests in attendance and whether alcohol will be served at your event. **Alcohol will NOT be permitted on the property if it's not listed on the liability insurance policy.**

The certificate of liability insurance must be in the Contract Holders name and have Bayshore Gardens listed as the "certificate holder". Below is the exact way the certificate holder's name needs to read.

Bayshore Gardens Park and Recreation District

6919 26th Street West

Bradenton, FL 34207

Moore & Moore Insurance

601 8th Ave W.

Palmetto, FL 34221

Jason Moore: 941-722-3238 Ext 224

www.mooreandmooreincurance.com

The Event Helper

Phone: 1-855-493-8368 www.theeventhelper.com#g6eAnf

The link provided above will automatically fill in the Bayshore Gardens data for the hall rental.

RVNA Event Insurance, R.V. Nuccio & Associates

Phone: 1-800-364-2433 www.specialeventinsurance.com

The website stated they offer the lowest rates and best coverage, with rates starting at $67.