

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

RECREATION HALL CONTRACT

1004HC

This Contract is entered into between BAYSHORE GARDENS PARK AND RECREATION DISTRICT and \_\_\_\_\_ Lessee dated \_\_\_\_\_

Lessee, in consideration of the agreements and covenants to be performed by the Parties, agrees to the following terms:

1. RENT: Lessee shall pay Bayshore Gardens rent (SEE FEE SCHEDULE) in the amount of \$\_\_\_\_\_ (includes 7% sales tax) no later than 15 days prior to the Date of Activity set forth in section 3.
2. SECURITY DEPOSIT: Lessee shall pay a security deposit of \$250.00/500.00 (circle one) due at the time of booking and is non-refundable in cases of cancellation of event less than 14 days of the event. After Lessee leaves, the premises shall be inspected. If no violations are found, the Lessee will receive a refund by mail of security deposit within 14 working days of the final inspection.
3. USE: Lessee agrees to use the Hall for the general purpose set forth below, and will abide by all rules and shall end no later than 10 P.M. Lessee agrees that Lessee will be present at function and will not sublet.

**MAXIMUM CAPACITY 224**

**NO ACCESS TO FACILITY PRIOR TO NOON WILL BE GRANTED EXCEPT THE DAY BEFORE THE EVENT IF NO OTHER EVENT SCHEDULED FOR THAT DAY AND PAYMENT MADE IN ADVANCE.**

- Type of Activity: \_\_\_\_\_ # attending \_\_\_\_\_
- Date of Activity: \_\_\_\_\_
- Cater used Yes \_\_\_\_\_ No \_\_\_\_\_ Attach copy of Caterer's license
- Kitchen used to reheat food yes \_\_\_\_\_ No \_\_\_\_\_
- Lease commences \_\_\_\_\_ o'clock and ends \_\_\_\_\_ o'clock.  
(6 hours Price \$\_\_\_\_\_)
- Additional hours requested: Number of hours \_\_\_\_\_ From: \_\_\_\_\_ To \_\_\_\_\_  
@ \_\_\_\_\_ Per hour \$\_\_\_\_\_

Event Total Hours \_\_\_\_\_

Event Total \$ \_\_\_\_\_

4. LESSEE'S RESPONSIBILITIES: Lessee shall leave the Hall in the same condition as found (see 5 below). Failure to do so may result in forfeiting some or all of Lessee's security deposit. If Lessee fails to show up at the scheduled time without at least 14 days' notice, Lessee shall forfeit all rent and deposits paid to Bayshore Gardens. Lessee must vacate the facility at the time specified above.

5. LOSS OR DAMAGE: If any portion of the premises or equipment is damaged by any act, omission, or negligence of Lessee. (Includes leaving the kitchen clean), Lessee shall pay to Bayshore Gardens upon demand a sum equal to the cost of repairing and restoring to the condition when Lessee took possession.

6. PERSONAL PROPERTY: Bayshore Gardens shall not be responsible for any loss or damage to personal property of the Lessee or any property caused to be brought in by lessee.

7. LIABILITY: The work, services, or activity to be performed in the Hall under this contract will be performed entirely at the risk of Lessee who will carry any necessary or applicable liability insurance, for the duration of this contract, in an amount acceptable to Bay shore Gardens. The certificate of insurance if applicable must be provided to the District prior to any activity in the facility. Lessee agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this Agreement. Furthermore Lessee shall protect, maintain, save and hold harmless Bayshore Gardens Park and Recreation District and its officers, agents, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the Property of the District

8. BAYSHORE GARDENS shall provide lessee with access, use and enjoyment of the Hall during the time set forth in section 3 and shall ensure that the reservation is clean and all systems, such as lighting, air conditioning, and any sound equipment, are functional on the date of the activity set forth in section 3. Bayshore Gardens will set-up tables and chairs per your drawings which must be submitted seven (7) days prior to the event. Rental agreement is for 6 consecutive hours for each event which includes set up and tear down time. Additional hours may be contracted for in advance.

9. BAYSHORE GARDENS will provide a Hall Monitor who will remain in the recreation hall to assist the Lessee and enforce the rules of the District. Delivery arrangements are to be made with the District Office seven (7) days in advance for delivery access to Recreation Center for deliveries made in advance of the schedule event.

#### FEE SCHEDULE HALL

Security Deposit	Resident	Non Resident
	\$250.00	\$500.00
*Rate for 6 hours	\$300.00+tax	\$750.00+tax
Additional hours/access hours	\$25.00+tax per hour/ portion	\$40.00+tax per hour/ portion

**\*includes set up and tear down**

**By signing, I agree that I have read, understand, and agree to all of the above terms of this Agreement and the attached Rules and Regulations.**

I \_\_\_\_\_ am a resident of Bayshore Gardens Park and Recreation District and assume full responsibility for the rental of the Hall/Screen Room. I understand that I must be present at the event.

I \_\_\_\_\_ am not a resident of Bayshore Gardens Park and Recreation District and I understand that I assume full responsibility for the rental of the Hall/Screen Room.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Print Lessee Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Managers Signature

Total amount Due \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_ Date Due \_\_\_\_\_

The Recreation Hall Rules are  
Incorporated herein by reference and made a part of this contract  
as Exhibit A. By signing below, I acknowledge receipt  
of the contract and a copy of and the Rules (Exhibit A).

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

Approved 4/17/18 *Sharon Denson, Chairman*

Revised 10/16/18 Revised 1/15/19 *Sharon Denson*

Effective 4/17/18

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**EXHIBIT A**

**Rental Agent, Sally Couey 941-730-9799**

**HALL RULES**

1. Shall not exceed maximum capacity 224
2. All Music shall end at or before 10:00PM
3. Everyone must be out of the hall by 11:00PM
4. Ovens and Microwaves are to be used for heating purposes only
5. No glass bottles outside of bar area
6. Smoking Prohibited in the Facility
7. Kitchen and appliances must be left clean. (see contract for penalties)
8. All decorations must be removed from the facility. Trash to be placed in bins
9. Only masking tape or painters tape may be used for decorations no tacks or nails permitted
10. Ice sculptures not allowed. Coolers must be placed on rubber mats
11. No open flame or fireworks, EXCEPTION: Sturnos may be used for food line
12. Chairs are to be pushed up to tables when you leave
13. NO UNLICENSED FOOD VENDORS ON THE PREMISES
14. NO food preparation or serving other than inside the Recreation Hall
15. No access to the Hall prior to the time on the contract. **No access prior to Noon.**
16. You may take possession of the facility at the lease time on the contract and must vacate at the end of your specified contract time. (Additional hours or portions thereof will be withheld from your deposit).

I have read the rules above and will adhere to the rules. Failure may result in my security deposit being withheld. (copy to file)

\_\_\_\_\_  
Date of event

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

Approved 4/17/18 *Sharon Denson, Chairman*

Revised 10/16/18 Revised 1/15/19

Effective 4/17/18

## 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 guests while on the premises. A copy of the insurance certificate 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.

### **Moore & Moore Insurance**

601 8th Ave W

Palmetto, FL 34221

Jason Moore: 941-722-3238 Ext. 224

[www.mooreandmooreinsurance.com](http://www.mooreandmooreinsurance.com)

### **The Event Helper**

Phone 1-855-493-8368 [www.theeventhelper.com#g6eAnf](http://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](http://www.specialeventinsurance.com)

Website states they offer the lowest rates and best coverage, with rates starting at \$67.

### **Tenant User Liability Insurance (TULIP)**

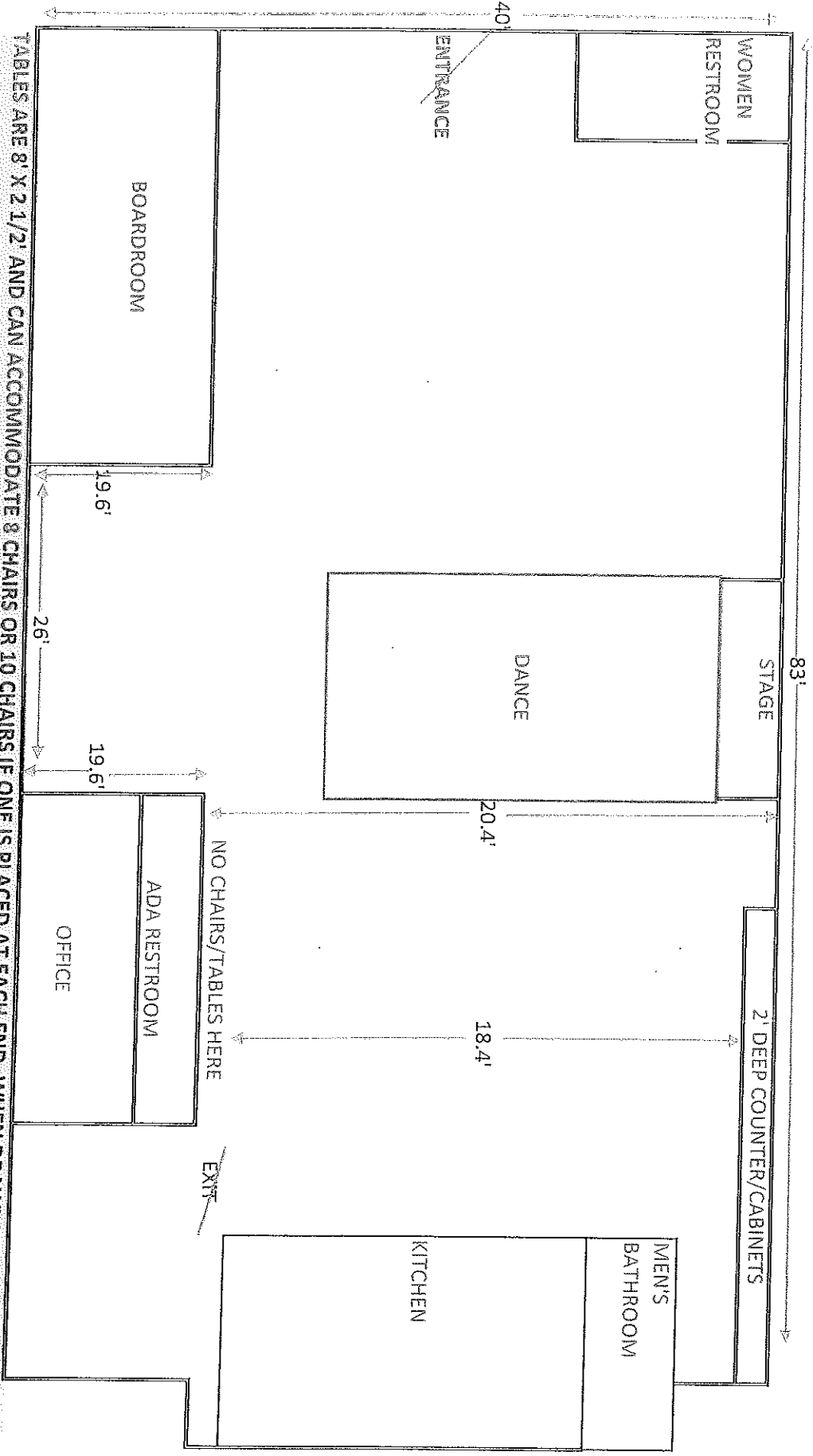
Phone 978-661-6662 [www.onebeaconentertainment.com](http://www.onebeaconentertainment.com)

After entering the website to get a free quote, enter the facility/venue ID code in the boxes **0501-BNH**, give details about the event and get a quote.

FLOOR PLANS ARE DUE ONE (1) WEEK PRIOR TO EVENT AND MAY NOT BE CHANGED ONCE THE FINAL DRAFT IS SUBMITTED

CONTRACT NAME \_\_\_\_\_  
 DIAGRAM DATED \_\_\_\_\_  
 EVENT DATE \_\_\_\_\_  
 RCVD BY OFFICE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
 FINAL PLAN \_\_\_\_\_  
 STAGE YES/NO \_\_\_\_\_  
 DATED \_\_\_\_\_  
 PODIUM YES/NO \_\_\_\_\_



TABLES ARE 8' X 2 1/2' AND CAN ACCOMMODATE 8 CHAIRS OR 10 CHAIRS IF ONE IS PLACED AT EACH END. WHEN DRAWING YOUR FLOOR PLAN, PLEASE DO NOT BLOCK ENTRANCE/EXIT. 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