



CITY OF MELBOURNE PARKS & RECREATION
FACILITIES USE PERMIT APPLICATION & AGREEMENT

REQUESTED FACILITY: _____ EVENT DATE: _____

FUNCTION/EVENT: (Name) _____ (Description): _____

USE PERIOD: Start: _____ a.m. / p.m. End: _____ a.m. / p.m. Estimated Attendance: _____

Building Use Hours: 9:00A.M. - 1:30A.M. _____ 3 Hour Blocks _____ Pavilion hours: 9:00A.M. - Sunset

CONDITIONS (CHECK ALL APPLICABLE): ___ Activity Open to Public ___ Security ___ Food Sales ___ Electric
___ Admission Charge ___ Alcohol (BYO) ___ Alcohol (Sales) ___ Music Event: (describe) _____
___ Tent ___ Temp. Toilet Facilities ___ Temp. Electrical Connection ___ Temp. Structure ___ Sound Amplification

APPLICANT/USER: _____ ORGANIZATION: _____

APPLICANT/USER Phone #'s: Cell/Home () _____ Work :() _____

Address: _____
Street Address City State Zip

Email: _____

AREAS FOR USE: (Large) Multi-Purpose I ___ (Medium) Multi-Purpose II ___ (Small) Multi-Purpose III ___

Gymnasium ___ Whole Bldg. ___ Kitchen ___ Lg.Pavilion ___ Sm.Pavilion ___ Gazebo ___ EG Square ___

Table with Fees section: Facility Use Permit Fee, Additional Fees, Subtotal, Tax, Grand Total, Additional Staff, Stage, Early Entry, other, Certificate of Exemption 501(c)

Table with Payments section: 50% Total, Balance Due, Paid (date), Receipt #

Table with Refundable Damage Deposit section: Buildings, Pavilions, Gazebos, Key Deposit, Cashier's Check, Personal/Business Check, Money Order, Receipt #, Verification of Return, Date, Staff Initials

**Applicant Signature: _____ Date: _____

Parks & Recreation Official: _____ Date: _____

**By signing this Agreement, the person listed as the Applicant/User of this Agreement has read, understands, and agrees to abide by the terms, conditions, rules, and regulations of the Agreement. If the Applicant/User is signing on behalf of an organization, the Applicant/User's signature affirms that he/she has the authority to act on behalf of the organization. This Agreement is only valid with the signatures of both the Applicant/User and the Parks & Recreation Official.

CITY OF MELBOURNE PARKS & RECREATION - FACILITIES USE PERMIT APPLICATION & AGREEMENT
STANDARD TERMS & CONDITIONS

ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND INDEMNIFICATION: In consideration for the City of Melbourne providing this Facility Use Permit, User hereby acknowledges, voluntarily consents, and agrees to the following: User shall take full responsibility for bodily injury or property damage, or the risks thereof, which occur at the Facility during the Use Period, including bodily injury or property damage due to the negligence of the City or its officers, employees, agents, or volunteers (the "Released Parties"). User hereby releases, waives, discharges, and covenants not to sue the Released Parties regarding all liability for any and all loss or damage and any claims or demands due to bodily injury or property damage which occur at the Facility during the Use Period, including bodily injury or property damage due to the negligence of the Released Parties. User shall indemnify and hold harmless the Released Parties from any loss, liability, damage, and cost of the Released Parties resulting from the User's event at the Facility during the Use Period. User's promise to indemnify and hold harmless also includes the obligation to assume full responsibility and expense of investigation, litigation, judgment and/or settlement of any complaint, claim, or legal action. The City of Melbourne is not waiving its sovereign immunity set for in Section 768.28, Florida Statutes, and the City's exposure is limited to the amount of User's paid fees. This agreement shall be binding on User's heirs, successor, and assigns.

USE OF FACILITY: Through this Facility Use Permit Agreement and its terms and conditions, the City of Melbourne provides User a conditional permit to use the Facility, or relevant portion thereof, on the date(s) and time(s) stated in this Agreement. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. User agrees not to use the Facility for any unlawful purpose. User agrees to obtain and submit to Parks & Recreation all necessary accompanying licenses and permits related to User's event. User agrees not to exceed the posted occupancy limits set by the City of Melbourne Fire Department. User agrees that its use of the Facility will not unreasonably interfere or detract from the general public's enjoyment of the surrounding recreational area.

USE PERIOD: The Use Period for particular venues and types of uses may be limited by City Code. The Use Period may also be changed at the discretion of the City. Users requesting early entry (up to 2 hours max), if accepted by Parks & Recreation, will be charged an additional \$75.00 fee. Fees charged against the damage deposit may occur for events continuing past the agreed Use Period.

REFUNDABLE DAMAGE DEPOSIT: A refundable damage deposit (Pavilions & Gazebos- \$100 / Buildings- \$300) is required for all Facility Use Permits. Payments are accepted on weekdays by 5:00 p.m. Deposit must be made by personal or business check, cashier's check or money order. Cash and Credit Cards are NOT accepted. Unless damages or contract violations occur, deposits are available for return 2 business days after the end of the event. An additional \$50.00 Refundable Key Deposit is required for the Front Street Civic Center and Pavilion Bathrooms. If the City withholds portions of a deposit, the City will issue a receipt to User outlining the charges.

PAYMENT: A 50% down payment is required at the time of the contract to hold the Event Date. Final payment for this Facility Use Permit is due 14 days before the Event Date. Payment by personal or business check is accepted 30 days prior to the Event Date. Payments made within 30 days of the Event Date must be in the form of money order, cash, cashier's check, (Visa, MasterCard accepted only for events at the Eau Gallie and Wickham Park Community Centers.) Payments are accepted on weekdays before 5:00 p.m.

CANCELLATION/REFUND POLICY: To be eligible for a refund, cancellation and refund requests must be submitted in writing as follows: 90 days in advance for Fri. – Sun. events; 30 days in advance for Mon. – Thu. events and permits for pavilion/gazebo use. An administrative fee (\$5 for pavilions & gazebos / \$15 for buildings) will be applied to all refunds.

BUSINESS TAX RECEIPTS (OCCUPATIONAL LICENSE): User is required to contact the City of Melbourne Revenue Division at (321) 608-7038 to determine whether User's activity requires a business tax receipt. The City Revenue Division will determine the applicable fees.

SET-UPS: All table & chair diagrams must be sufficiently detailed and are due two (2) weeks prior to the Event Date. If a detailed diagram is not received, the User becomes responsible for providing all necessary equipment (tables, chairs, etc.) City of Melbourne employees will only set up equipment belonging to the City of Melbourne. User equipment may not be brought in before the Use Period. The City of Melbourne is not responsible for any materials or equipment brought into the facility by the User.

CITY PROPERTY: User shall not make physical alterations to any building, structure, amenities, or landscaping without prior written approval from the Parks & Recreation Department. City owned tables, chairs, pictures, etc., may not be removed from the Facility without permission. No City equipment is to be taken outside of the building.

DECORATIONS: Decorations are the sole responsibility of the User. User may only use scotch tape to adhere decorations to any Facility surface. The use of birdseed, confetti or glitter is prohibited and will result in a minimum charge of \$75.00 if used. Candles (only in glass globes) are allowed only at City buildings with fire sprinkler systems. Candles are prohibited at the Front Street Civic Center and Lipscomb Street Community Center. Table coverings must be flame retardant. Paper tablecloths are prohibited by order of the City of Melbourne Fire Department.

KITCHEN USE: Use of the kitchens at the Eau Gallie Civic Center, Lipscomb Community Center, and Front Street Civic Center includes use of a commercial refrigerator (no freezer), food warmer, and microwave. No cooking is allowed inside these facilities. No cooking is allowed outside within 10' of any building. The Grant Street & Wickham Park Community Centers include full service kitchens.

CONDITION OF FACILITY & CLEAN-UP: User agrees to leave the Facility and surrounding area in reasonably the same condition as before the Use Period, and shall leave the Facility and the surrounding area free and clear of any obstruction, rubbish, litter or spills. Smoking is strictly prohibited inside all City facilities. Any violation of this provision will result in a minimum cleaning charge of \$75.00 (and possibly additional charges) to be deducted from the damage deposit. User is required to timely notify the Parks & Recreation Department of any damage to the Facility during the Use Period. Any property not belonging to the City of Melbourne must be removed during the Use Period. Costs for damages will be deducted from the damage deposit, and User agrees to be responsible for additional costs to repair any damage to the Facility that occurs during the Use Period.

DAMAGED/LOST/STOLEN ITEMS: User agrees that the City of Melbourne is not responsible for any items of User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.

PROBLEMS: To report problems, please contact Parks & Recreation staff on duty. For business hour assistance at the Front Street Civic Center, please call (321) 674-5700. For after-hours assistance, please contact the Melbourne Police Department at (321) 608-6731.

WEATHER CANCELLATION: If Brevard County declares the Wickham Park Community Center is to be used as an emergency shelter, all Facility Use Permits for the Wickham Park Community Center will be cancelled with a full refund.

RESIDUAL MATTERS: This Facility Use Permit is not transferable. User agrees that all matters, rules, regulations, or deviations not expressly provided for in this Agreement shall be decided upon by the Parks & Recreation Department. User agrees that all disputes related to this Agreement shall be resolved by the City Manager or the Manager's designee.

_____ **Applicant's Initials**

CITY OF MELBOURNE PARKS & RECREATION - FACILITIES USE PERMIT APPLICATION & AGREEMENT
ADDITIONAL TERMS & CONDITIONS

When indicated by the Parks & Recreation Department below, the following terms and conditions shall apply to this Facility Use Permit:

REQUIRED	<u>ALCOHOL (Alcoholic beverages prohibited in playground areas)</u>	COMPLIED
<input type="checkbox"/>	<p><u>Served or Consumed:</u> A City of Melbourne, Parks & Recreation Alcoholic Beverage Permit is required when alcoholic beverages are consumed or served during an event. The terms and conditions of the Parks & Recreation Alcoholic Beverage Permit are incorporated into this Agreement with \$25 Permit Fee.</p> <p><u>Alcohol Sales:</u> In addition to the Parks & Recreation Department Alcoholic Beverage Permit, a State of Florida Hotel and Restaurant Division Alcoholic Beverage License is required when alcoholic beverages are sold during an event. Proof of a State issued Alcoholic Beverage License must be presented at least two (2) weeks prior to the Event Date. The State issued Alcoholic Beverage License must be posted during the event. For State of FL License for non-profit groups: http://www.myfloridalicense.com/dbpr/abt/district_offices/licensing.html</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p align="center"><u>FOOD</u></p> <p><u>Public Events:</u> Food served or sold to the general public requires the User to obtain the necessary permits from either the Florida Department of Health, Division of Hotels and Restaurants, or the Brevard County Health Department. Proof of obtaining the necessary permits must be presented at least two (2) weeks prior to the Event Date.</p> <p><u>Private Events:</u> Food sold at private events requires the User to obtain the necessary permits from either the Florida Department of Health, Division of Hotels and Restaurants, or the Brevard County Health Department. Proof of obtaining the necessary permits must be presented at least two (2) weeks prior to the Event Date. License for Temporary Food Service Events: http://www.myfloridalicense.com/dbpr/HR/forms/documents/5030_034.pdf</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p align="center"><u>SECURITY</u></p> <p>Based on the User's description of the event, the Parks & Recreation Department has determined that User must provide event security through local law enforcement at the User's expense. Please contact the City of Melbourne Police Dept. (Karen Shelley – (321) 608-6517) to make arrangements. User must provide the Parks & Recreation Department with proof of obtaining security at least two (2) weeks prior to the Event Date.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p align="center"><u>SPECIAL ACTIVITY PERMIT</u></p> <p>Based on the User's description of the event, the Parks & Recreation Department has determined that User must obtain a City of Melbourne Special Activities Permit. For forms and information for the permit go to http://www.melbourneflorida.org/departments/city-clerk/special-activity-permits or contact the City Clerk's office at (321)608-7222.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p align="center"><u>INSURANCE</u></p> <p>Proof of insurance is required for food sales, alcoholic beverages sales, Bounce houses, and high-risk events as determined by Parks & Recreation Department. Insurance must include liability coverage naming the City of Melbourne as an additional insured with general liability coverage limits of not less than \$500,000 per occurrence. In addition, liquor liability coverage is required for events with alcohol sales. Proof of insurance must be presented at least two (2) weeks prior to the Event Date.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p align="center"><u>USER EQUIPMENT & TEMPORARY STRUCTURES</u></p> <p><u>Tents:</u> Any commercial use of a tent requires an affidavit or affirmation that the tent is flame retardant. Proof of flame retardance must be submitted and attached to this Facility Use Permit Application to obtain a tent permit. Tent safety is subject to fire prevention code requirements. No stakes allowed for tents or bounce houses- only sandbags or other securing devices not to puncture the ground.</p> <p><u>Temporary Structures:</u> Temporary structures or electrical installations require inspection and approval by the City of Melbourne Building Department.</p> <p><u>Sound Amplification:</u> Sound amplification equipment is subject to the City of Melbourne Noise Ordinance, Chapter 26, Article II of the City Code of Melbourne, Florida.</p>	<input type="checkbox"/>

_____ **Applicant's Initials**