

CITY OF MELBOURNE
LEISURE SERVICES RENTAL AGREEMENT

FACILITY: _____ DATE : _____ Building Hours: 9:00 A.M. – 1:30A.M.

FUNCTION: (Name) _____ (Description) _____

Time: Start: _____ a.m. / p.m. End _____ a.m. / p.m. Estimated Attendance _____

CONDITIONS (CHECK ALL APPLICABLE): Activity Open to Public Security Food Sales Alcohol
 Music Event: (describe) _____) Admission Charged

APPLICANT: _____ Phone #s: Home () _____
Print Full Name

Address: _____ Work () _____
Street Address

_____ Fax () _____
City State Zip

AREAS RENTED: (Small) Multi Purpose I (Large) Multi Purpose II Gymnasium
Whole Bldg Kitchen

Fees:

Facility Rental Fee \$ _____
Additional Fees \$ _____ (Stage Early Entry:(time) _____ Other: _____)
Subtotal \$ _____
Tax \$ _____ Certificate of Exemption 501 (c) () _____
Grand Total \$ _____

Payments:

50% of Total \$ _____ Paid (date): _____ Rec.#: _____
Balance Due \$ _____ Paid (date): _____ Rec.#: _____

Refundable Security Deposit (Separate Payment Required): \$250.00 Key Deposit: \$50.00

Cashier's Check Visa/Mastercard Money Order Receipt# _____

Verification of Return: _____ Date: _____ Staff Initials _____

(Requires Applicant's Signature)

**Applicant Signature: _____ Date: _____

Leisure Services Official: _____ Date: _____

**Signature indicates that person listed as the Applicant on this contract has read, understands and agrees to abide by the rules and regulations as written on the back of this contract. Contract invalid without signatures of both the Applicant and Leisure Services Official. Rental transactions accepted by Applicant only.

LEISURE SERVICES RENTAL AGREEMENT

INDEMNIFICATION AGREEMENT: Renter shall indemnify and hold the City of Melbourne its agents, servants, and employees harmless from all liability for any injury or damage which occurs on any property or in any facility made available to the renter by the City of Melbourne pursuant to this agreement and which occur during the course of any program or activity sponsored by the renter. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the City of Melbourne harmless for liability for any negligence on the part of the Lessee. The Lessee'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.

RULES AND REGULATIONS

A. **INSURANCE:** Proof of Insurance is required for high-risk events, food sales, and for sale of alcoholic beverages. Proof of insurance must include liability naming the City as additional insured with general liability limits of not less than \$500,000 per occurrence. In addition, liquor liability is required when alcohol is being sold. Proof of a certificate of insurance must be presented at least two (2) weeks prior to contracted rental date.

B. **OCCUPATIONAL LICENSE:** Renter is required to contact the City Revenue Division at 727-2900. Revenue Division will determine any fees if applicable.

C. **SECURITY:** Local Law Enforcement or security guards, may be required (at the renters expense) for rental functions as determined by facility management.

D. **SPECIAL ACTIVITIES PERMIT:** Required when having any outdoor activities.

E. **PAYMENT:** Rental payment by personal or business check is required 30 days prior to the rental date. Payments made within 30 days of the rental must be in the form of money order, cash or cashier's check. Payments accepted weekdays only before 4pm. Visa or MasterCard payments accepted for Eau Gallie & Front Street Civic Center rentals only.

F. **REFUNDABLE SECURITY DEPOSIT:** \$250 Refundable Security Deposit is required for all rentals in advance of the rental date. Payments accepted weekdays only by 4:00 p.m. Deposit must be made by cashier's check or money order. Visa or MasterCard may also be accepted for Eau Gallie Civic Center and Front Street Civic Center rentals only. Deposits are to be picked up by the renter after 10 a.m. on the first workday following the rental unless damages or contract violations occur. *Additional \$50 Refundable Key Deposit required for the Front Street Civic Center.*

G. **CANCELLATION/REFUND POLICY:** Cancellation/Refund requests for Fri - Sun rentals must be received in writing at least 90 days in advance of the contracted rental date and 30 days in advance for Mon - Thu rentals in order to be eligible for a refund. A \$15 Administrative Fee will be applied to all refunds.

H. **SET-UPS:** All table & chair diagrams (detailed) are due two (2) weeks prior to the rental date. If a diagram is not received, the renter becomes responsible for providing equipment (tables, chairs, etc.) City of Melbourne employees will only set up equipment belonging to the City of Melbourne. The City of Melbourne is not responsible for any materials brought into the facility by the renter.

I. **SMOKING:** Smoking is strictly prohibited inside City facilities.

J. **TABLECOVERINGS:** Must be flame retardant. Paper tablecloths prohibited (by order of the Melbourne Fire Dept.).

K. **RENTAL HOURS:** 9am to 1:30am. Requests for early entry (up to 2 hours max) may be considered and accommodated when possible. If approved, an early entry fee of \$75 (flat fee) will be charged in addition to the rental fee.

L. **FOOD SALES:** Food prepared, served or sold to the general public requires the renter to contact either the State Division of Hotels and Restaurants or the Brevard County Health Dept. in advance of the proposed event. Food & beverages served or sold at private events will require the services of a licensed caterer. All food and/or alcohol sales require proof of insurance (see A. **INSURANCE**).

M. **KITCHEN:** Eau Gallie Civic Center, Lipscomb Community Center, and Front Street Civic Center: Kitchen includes use of commercial refrigerator (no freezer), food warmer, and microwave. No cooking allowed at these facilities. Grant Street Community Center - full service kitchen.

N. **DECORATING:** Only scotch tape may be used to adhere decorations to any surface. Decorations are the responsibility of the renter. The use of birdseed, confetti or glitter is prohibited and will result in a fine of \$75.00 if used. Candles (glass globes only) allowed at City buildings with fire sprinkler systems. No candles: Front Street Civic Center, Crane Community Center, and the Lipscomb Street Community Center.

O. **CITY PROPERTY:** Tables, chairs, pictures, etc., may not be removed from the facility without written permission. No City equipment is to be taken outside of the building.

P. **CLEAN-UP:** The renter shall leave the building and area adjacent thereto free and clear of any obstruction, rubbish, litter or spills. Any property not belonging to the City of Melbourne will be removed during the rental period. Any violation of this clause will result in a minimum charge of \$75.00 and will be deducted from the security deposit.

Q. **ALCOHOL: Served or Consumed:** Leisure Services Alcoholic Beverage Permit required when alcoholic beverages are consumed or served during rental period. Alcohol may not be served or consumed outside of the facility or in parking areas.

Alcohol Sales: State of Florida Hotel and Restaurant Division Alcoholic Beverage License required in addition to and separate from the Alcoholic Beverage Permit issued by the Leisure Services Department. State issued Alcoholic Beverage License must be posted and clearly visible during your event.

R. **PROBLEMS:** Contact staff on duty. (Front Street Civic Center: call 674-5700 during business hours & 409-2200 (Melbourne Police Dept) after business hours for assistance.)

S. **RESIDUAL MATTERS:** All matters, rules, regulations, or deviations not expressly provided for herein shall be decided upon by facility management.

_____ *Applicant's Initials*