

TOWN OF ASTATULA

ASTATULA COMMUNITY CENTER RENTAL AGREEMENT

P.O. Box 609, ASTATULA, FL 34705 • TELEPHONE: 352-742-1100

This Rental Agreement made this ____ day of _____, 20____, by and between the Town of Astatula (Town) and _____ (Renter) is mutually and agreed between the parties as follows:

1. The purpose of the event is _____. For an event where the ages of the children are 18 years of age or less, the Name of the Supervising Adult is:

_____ Contact #: _____

2. Event Date: _____ Event Hours: _____ to _____ Est. # of Attendees: _____

3. Meeting Room(s) to be rented:

- Meeting Room 'A' Residents: \$35.00 per hour; Non-Residents: \$50.00 per hour
- Meeting Room 'B' Residents: \$15.00 per hour; Non-Residents: \$20.00 per hour
- Meeting Room 'C' Residents: \$15.00 per hour; Non-Residents: \$20.00 per hour

4. Service Charge: \$35.00.

5. Additional cleaning fees of \$35.00 per hour will be taken from the Security Deposit if necessary.

6. Set-up Fee: Room 'A': \$50.00; Room 'B' or 'C': \$20.00; Room 'B' & 'C': \$40.00

7. Security Deposit: Room A B C \$250.00 | Whole Building \$500.00 | Alcohol \$ _____

ALL Security Deposit shall be doubled for rentals where alcohol is served.

8. Fees: Rental \$ _____, Service Charge: \$35.00, Set-up Fee: \$ _____ Sub Total: \$ _____

3%Tax \$ _____ Rental Total \$ _____ Security Deposit \$ _____ TOTAL: \$ _____

The Rules and Regulations governing the use of the Facility by the Renter and Renters guests are set forth in "Exhibit A" attached hereto and made part hereof and the Renter, by signing this Agreement, acknowledges receipt of the Rules and Regulations and agrees to review and abide by them and with the agreement provisions shown below.

RENTER: _____
(Name of Person or Organization requesting use of the Astatula Community Center)

SIGNATURE: _____ (Copy of ID Required)

Address: _____

City: _____ State: _____ Zip Code: _____

PHONE: Home/Cell (Circle) _____ EMAIL: _____

This Agreement complies with the regulations in Ordinance 2019-04 for a Class 'C' special event.

The agreement must be available throughout the rental period.

Rental Approved: _____, **Town Clerk** **Date:** _____

If alcohol is to be consumed (not sold) at the Facility, special permission from the Police Chief is required and off duty law enforcement will be required to be present at a cost of \$30.00 per hour. This is to be paid in cash directly to the officer.

Alcohol approved: _____, **Police Chief** **Date:** _____

Failure to adhere to the rules shall result in immediate termination of Renter's right to occupy the Facility. This remedy shall be in addition to all other relief to which the Town may be entitled pursuant to the terms of this agreement and the laws of the State of Florida. Renter agrees to be responsible for the repair or replacement of any item owned by the Town which is lost, damaged or stolen during the period of use.

ACCESS

Astatula Community Center (Facility) has an electronic lock system. You will receive an email with instructions on how to download the entry app to open the door. Access to the facility will only be granted during your rental hours. Once your rental time has expired, access will be removed and the doors will automatically lock. Propping doors open and/or staying in the building after the end of your rental time is strictly prohibited and will result in forfeiture of your security deposit.

RESERVATION

A rental deposit equaling half of the total rental fee (including service charge and setup/tear down fees) is required to reserve the date of your event. This is payable upon signing this Agreement and must accompany the returned and signed Agreement. The remaining amount plus the security deposit will be due 20 days prior to the event. Failure to pay the balance of the rental fee, service charge, set up fee and security deposit at least 20 days prior to the reserved date shall result in a forfeiture of the rental deposit and cancellation of the reservation.

SECURITY DEPOSIT

The security deposit shall be paid at least 20 days prior to the date of the event. If the post-use inspection by the Town reveals that the Facilities were left in a clean condition, not requiring any further cleaning in order to restore the Facilities to its pre-use condition and no Town property has been damaged, destroyed or lost, then the entire security deposit shall be returned to the Renter.

In the event the Town inspection reveals that there has been any violation of the rules, if additional cleaning is required to restore the Facility to pre-use condition, or that any damage needs to be repaired or replaced, the cost based on the schedule of penalties shown below shall be charged against the security deposit.

For purposes of this paragraph, the Facility shall include but not be limited to the Community Center, the adjoining kitchen area, the access hallway and the restrooms and any portion of the exterior of Community Center and parking lot utilized by the Renter or Renters guests.

The Deposit will be refunded within 2 weeks following the event, provided that there are no damages to the Facility and that all provisions of the Rental Agreement were observed as outlined herein.

Fees/penalties will be assessed and deducted from the Security Deposit as follows:

Any Exterior Door left unlocked:	\$100.00
Facility not left in a clean state:	Additional Cleaning Fee Required
Use of any materials outlined in Section 6 of Rules:	Loss of Deposit
If a police report is filed for any reason:	Loss of Deposit
If building is entered prior to the date and time:	Up to Loss of Deposit
If the facility is not vacated by 11:00 pm:	Loss of Deposit
Damage to Facility:	Cost to Repair Damage (Min \$100.00)

CANCELLATION

Cancellation of this rental agreement is permitted; however, cancellation must be in writing delivered to staff at Town Hall no later than 10 days prior to the reserved date of the event. In the case of a proper and timely cancellation, all fees and deposits paid shall be refunded. Failure to cancel in the manner and within the time frame set forth above shall result in forfeiture of the rental deposit. In the event that the Renter makes any rental fee or deposit payment by check and the check is returned, a returned check fee of \$35.00 shall be assessed and the reservation shall be canceled.

OTHER PROVISIONS

Government activities shall at all times and in all cases have priority over Renter events and therefore the Town reserves the right to cancel any reservation. If the Town cancels a reservation pursuant to this section, all deposits and rental fees shall be refunded to Renter. In the event of a cancellation by the Town, the Town shall have no liability beyond the obligation to make a refund. Renter acknowledges that by reserving a public facility, there is a risk that the reservation may be canceled, and that Renter may suffer damages arising from cancellation, none of which are recoverable from the Town.

Renter agrees to accept sole liability for any and all claims arising in connection with the use of the Facility and further agrees to defend, indemnify and hold the Town harmless from any and all claims arising from the use of the Facility. Renter further represents that it has liability insurance which will cover all personal injury, personal property and wrongful death claims arising in connection with its use of the Facility.

The Town shall not be responsible for the security of any food, beverages or personal property of the Renter or the Renters guests. Renter acknowledges that a number of individuals have access to the Community Building and Renter assumes the risk for any items left in the Community Building. Renter assumes the risk for any vehicles damaged in the parking lot.

The Community Building does not automatically provide security for your event. If you feel that security is necessary, the Town can provide contact information for the Astatula Police Department. The Town of Astatula and/or Astatula Police Chief reserves the right to require police presence, at additional cost, for any event that is determined to need additional security, crowd control, etc.

TABLES & CHAIRS REQUIRED: - See Floor Plan for Placement

Round Tables: _____ Oblong Tables: _____
Upholstered Chairs: _____ Folding Chairs: _____

Security Deposit Returned: \$ _____ Check #: _____ Cash: \$ _____

Reduction of Deposit for: _____ \$ _____

I acknowledge the return of the security deposit less any fees or penalties stated above.

Name: _____ Signature: _____ Date: _____