EXHIBIT "A" TO RENTAL AGREEMENT RULES AND REGULATIONS FOR THE USE OF <u>ASTATULA COMMUNITY CENTER</u>

- 1. The individual executing the rental agreement (Renter) must **be present at all times** while the Community Center (Facility) is in use. The Renter assumes full responsibility for all guests, or any person admitted to the premises. The Renter shall also be responsible for the entry/access issued by the town, shall ensure that all doors are closed and locked on departure and shall permit access to any other person without being present. The Facility must be left in the same (or better) condition as it was found. All spills must be mopped up with clean water.
- _____2. The Renter must obtain and provide to the Town a signed Assumption of Risks, Waiver and Release of Liability form.
- _____3. The Astatula Community Center is a NON-SMOKING facility. Smoking is not permitted in any part of the building including the corridor and bathrooms.
- 4. The maximum capacity for the meeting rooms shall be observed at all times. Persons will not be permitted inside the facility in excess of the established occupancy capacity as set by the fire code. All persons must vacate the building by no later than 11:00 pm.
- 5. All furniture, furnishings, and equipment belonging to the Town of Astatula shall remain inside the Facility. No one is authorized to borrow or remove any property from the building.
- 6. Absolutely nothing at all shall be attached to the exterior or interior walls, doors, wood trim, moldings, ceiling, or light fixtures by any means including but not limited to nails, thumbtacks, staples, wire, string, scotch/masking tape, etc.
- 7. No material such as rice, birdseed, glitter, confetti, hay, cornstalks, etc. are to be thrown or used inside or outside the building. Fog machines are not permitted. Open flames such as candles, rosettes in oil, oil flame burners are strictly prohibited as these are fire hazards and are against the local and state fire codes. Sterno's are allowed for food warming. USE OF PROHIBITED MATERIALS OR EQUIPMENT SHALL RESULT IN THE LOSS OF DEPOSIT.
- 8. Cooking of any kind is NOT permitted inside the facility. Including but not limited to the use of, hot plates, fryers, griddles, toaster ovens, air fryers, indoor grills, etc. Outdoor cooking/grilling is permitted within the outdoor cooking area only. Outdoor cooking area must be cleaned of trash, food, debris, oils, grease, drippings, etc.
- 9. ALCHOLIC BEVERAGES may be provided free of charge, subject to the Renter obtaining special permission from the Town of Astatula and/or Astatula Police Chief, who may at their sole discretion deny the request, or require a police presence at additional cost to the Renter. The Renter acknowledges full and complete responsibility for the conduct and actions of the persons in the Renter's company. Should any legal action result from a person consuming, dispensing, and/or being in the company of such person, the Renter shall assume full responsibility for any damages, loss, and/or cost associated with the consumption/dispersion of alcohol. Liability of the Renter shall include, but not be limited to, property damages and loss as well as personal injury, legal fees, and any other such costs associated with claims arising from the consumption of alcohol.

- 10. Renter shall indemnify the Town of Astatula for all costs including attorney fees, court costs, and any damages as may be awarded to a claimant as a result of or arising out of the consumption/dispersion of alcohol on the premises of the Facility.
- ____11. The Facility shall not be entered until the date and time agreed upon and must be vacated no later than the scheduled end time as stated in the rental agreement. If the reservation exceeds the time documented in the rental agreement, the Renter will be charged at the hourly rate for any portion of the first hour after the end time and any additional hours or portions thereof.
- 12. The Facility shall not be rented to minors. A representative, parent or legal guardian must sign the Rental Agreement. Such parent/guardian shall be entirely responsible for the provisions of the Rental Agreement. This parent/guardian must be present at all times during the event with a minimum supervision of one adult for ten (10) minors.
- 13. The Town of Astatula shall not be held responsible for expenses incurred due to the accident to guests or the loss or damage to personal property inside or outside the Community Center. The Renter shall indemnify and hold harmless the Town of Astatula from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, connected with Renter's use of the Facility.
- 14. Lost & Found The Town of Astatula shall not be responsible for items left by the renter, guests, workers, caterers, and/or employees.
- 15. The Town of Astatula's property insurance does not cover any item in the building that is not the property of the Town of Astatula. Renters, caterers, or others employed by the renter are responsible for ensuring the safety of all items brought into the Community Center.
- 16. Any damage to or destruction of Town of Astatula property or the Community Center property must be reported immediately to the Town Clerk. The cost of replacement for damage or destruction of Town of Astatula property or Facility property shall be the sole responsibility of the Renter executing the Rental Agreement.
 - _17. Failure to comply with this Rental Policy or Rental Agreement, rules and regulations, or conduct of a kind warranting disfavor, may cause the Renter and individuals attending the event to be barred permanently from future use of the facility and property.
 - 18. Music bands or records which can be heard outside of the Community Center are not permitted. Noise level should be significantly lowered by 10:00 pm. Common courtesy is expected and noise which is likely to disturb adjoining neighbors is not permitted.
- 19. To respect the special needs of some guests, and to honor the comfort of others, only service animals in the exclusive control of their handlers are permitted in the Community Center.
- 20. Any event publicity by the applicant must include the following statement: "This event/activity is not sponsored by the Town of Astatula"
- 21. Improper use of the Automated External Defibrillator (AED) located in the kitchen area will result in forfeiting of the security deposit.

CLOSING PROCEDURES:

- ____1. The building must be vacated by 11:00 P.M. or designated time of event ending. Failure to vacate will result in the loss of the deposit.
- 2. Remove all props, personal items, food, and other debris. Remove all trash and place in the dumpster located at the side of the building. If the facilities and premises are not left clean, a cleaning fee of \$35.00 per hour will be assessed and deducted from the security deposit per item 4 on Page 1 of the Rental Agreement.
- _____3. Most lights are on timers, with the exception of the kitchen/corridor. Please ensure that these lights are turned off.
 - 4. BE SURE ALL DOORS ARE LOCKED. If the Facility is left unlocked or a door left open, a fee of \$100.00 will be deducted from the Security Deposit.