

**TOWN OF ASTATULA
ASTATULA COMMUNITY CENTER RENTAL AGREEMENT
P.O. Box 609 • Astatula, Florida 34705 • Telephone: 352-742-1100**

COMMUNITY CENTER RENTAL AGREEMENT

This Community Center Rental Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ (“Effective Date”), by and between the Town of Astatula, a Florida municipality (“Town”), and _____ (“Renter”).

1. PURPOSE OF EVENT AND SUPERVISION

The Renter shall use the Astatula Community Center solely for the following purpose:

_____.

Renter Name: _____

Address: _____

Phone Number: _____

Email Address: _____

For any event where attendees include children eighteen (18) years of age or younger, the Renter shall designate a supervising adult who shall remain on-site for the duration of the event.

Name: _____

Phone: _____

2. EVENT DETAILS

Event Date: _____

Event Time: _____ to _____

Estimated Number of Attendees: _____

**TOWN OF ASTATULA
ASTATULA COMMUNITY CENTER RENTAL AGREEMENT
P.O. Box 609 • Astatula, Florida 34705 • Telephone: 352-742-1100**

FACILITIES AND ROOMS RENTED

Meeting Room A – Residents \$35/hr | Non-Residents \$50/hr

Meeting Room B – Residents \$15/hr | Non-Residents \$20/hr

Meeting Room C – Residents \$15/hr | Non-Residents \$20/hr

3. CLEANING FEES

Additional cleaning fees of **\$35.00** per hour will be assessed if required and deducted from the security deposit.

4. SET-UP FEES

Room A: **\$50.00**

Room B or C: **\$20.00**

Rooms B & C: **\$40.00**

5. SECURITY DEPOSIT

Events without alcohol: **\$125.00**

Events with alcohol: **\$250.00**

Security deposits must be paid in cash or by check and are due no later than twenty (20) days prior to the event.

6. ALCOHOL USE

Alcohol is permitted only with prior written approval of the Police Chief.

When alcohol is approved, a sworn law enforcement officer is required on-site at a cost of \$50.00 plus \$50.00 per hour of rental time.

Approval Signature: _____ Police Chief.

**TOWN OF ASTATULA
ASTATULA COMMUNITY CENTER RENTAL AGREEMENT
P.O. Box 609 • Astatula, Florida 34705 • Telephone: 352-742-1100**

7. FEES SUMMARY

Rental Fee: \$ _____

Set-Up Fee: \$ _____

Subtotal: \$ _____

Credit Card Fee (4%): \$ _____

Law Enforcement Officer Fee: **\$ 50.00** + _____ Hours of Rental x **\$50.00** _____
(Alcohol Approved Events Only)

Rental Total: \$ _____

Security Deposit: \$ _____

TOTAL AMOUNT DUE: \$ _____

8. RULES AND REGULATIONS

The Renter agrees to comply with all Town rules, regulations, and policies governing use of the Astatula Community Center.

9. ACCESS

Electronic access shall be granted only during approved rental hours.

10. RESERVATION AND PAYMENT

A reservation deposit equal to fifty percent (50%) of the rental fee is due upon execution of this Agreement. The remaining balance and security deposit are due no later than twenty (20) days prior to the event date.

11. SECURITY DEPOSIT REFUND

The security deposit shall be refunded within two (2) weeks following the event, provided no damages, excessive cleaning, or violations of this Agreement occur.

**TOWN OF ASTATULA
ASTATULA COMMUNITY CENTER RENTAL AGREEMENT
P.O. Box 609 • Astatula, Florida 34705 • Telephone: 352-742-1100**

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations or representations. Amendments must be in writing and approved by the Town.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

RENTER:

Signature: _____

Printed Name: _____

Date: _____

TOWN OF ASTATULA:

Zane Teeters Jr., Mayor

Signature: _____

Date: _____

ATTEST:

Charles Jacien, Town Clerk

Signature: _____

Date: _____

ASSUMPTION OF RISKS. WAIVER AND RELEASE OF LIABILITY

In consideration of the risks associated while participating in the activity (Activity) held at the Astatula Community Center (Facility), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the Town of Astatula from any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity.

I am voluntarily participating in the Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with participating in this Activity. I understand that these injuries or outcomes may arise from my own or others' negligence. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity.

I agree to indemnify and hold harmless the Town of Astatula against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf.

I acknowledge that the Town of Astatula is not hosting the Activity, and the Town of Astatula and its directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity in the Facility.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS: In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____

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

- _____ 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.

