



City of Atlantic Beach · Department of Recreation and Special Events
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RENTAL CONTRACT FOR RECREATION FACILITIES FOR SHORT TERM USE

AGREEMENT made and entered into on _____ (month, day, year), at Atlantic Beach, Duval County, Florida, by and between the CITY OF ATLANTIC BEACH, a Florida municipal corporation, 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter "City") and

NAME of **RENTER** _____ (person(s) responsible for rental)

RENTER'S ADDRESS _____ Phone: _____

CITY, STATE, ZIP: _____ Email: _____

WHEREAS, Renter desires to use the following facility, _____ (name) and
WHEREAS, Renter desires to use said public facility on a one-time basis for a specific purpose, which purpose is:

WHEREAS, the parties are in complete agreement regarding the terms set forth herein.

NOW THEREFORE, in consideration of the covenants and promises as set forth herein, and any rental payment made hereunder, and other valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, it is AGREED AS FOLLOWS:

1. **Date and Time of Rental:** This agreement shall be effective on _____, (date) from the hours of _____ to _____ **which includes set-up before and clean-up after event.**
2. **Amount and Time of Payment:** Payment must be made in **full** at time of reservation. Renter or applicant (see page 2), in exchange for use of the facility, shall pay the following fee (cash, check or credit card) for event use:
3. **Delivery of Facility:** The City shall deliver the facility to Renter in good working condition, with any necessary facilities and utilities, and in a clean condition. **Renter shall return the facility in the same manner, which includes sweeping, mopping, wiping tables and counter tops, placing trash in bags and leaving in a container outside the building. Tables and chairs are available but the renter is responsible for setup, break-down, and storage of tables and chairs at end of the event.**
4. **Control of Building:** In renting said facility to Renter, the City does not relinquish the right to control the management and operation of the facility, and the City Manager or his designee may enter the facility at any time and on any occasion.
5. **Assignment:** Renter shall not assign the agreement nor suffer any use of the facility other than herein specified, nor sublet the facility or any part thereof, without the written consent of the City.
 - a) **Key Release:** Renter hereby authorizes the City to release the security badge key to _____ (in addition to renter); though **renter** is responsible for rental of building and all stated within this contract.
6. **Music:** All music must be played inside the building and not cause disturbance to neighbors.
7. **Alcohol:** Renter must have prior approval to serve or consume alcohol at an event (Adele Grage Center only). **City ordinance allows only beer or wine. Alcohol events must be scheduled a minimum of two weeks in advance and an off-duty police officer must be provided by renter for duration of event.** All alcohol must be served and consumed inside the building. Use of alcoholic beverages is not permitted in the City parks or on the beach. Failure to follow this policy will result in forfeiture of deposit **and may result in early termination of event.**

8. The Renter agrees not to sell, publicize or discuss any products or services offered by self, or any organization, or to engage in fundraising activities on the community center or park premises.
9. Renter shall charge no fee, ticket or other type of compensation for events.
10. Either **all or part of the deposit** will be refunded to the renter upon approval of facilities after event. The city will issue a check by mail, 5-10 business days after event date, to the Renter on contract listed below.
11. The RENTER shall indemnify, defend, and hold harmless the City of Atlantic Beach, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including bodily injury and personal injury liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of, or in any way connected with RENTER'S use of CITY/PUBLIC property, unless solely caused by the gross negligence of willful misconduct of the City, its officers, employees, or agents.

Check here **Cancellation: If for any reason, a reservation is cancelled less than seven calendar days of the scheduled event, the renter will forfeit the \$200.00 deposit and user fee.** If for any reason, a reservation is cancelled more than one week before the event, deposit and fee will be refunded less \$25.00 application fee. (Please check this box that you have read this statement.)

By signing this contract the RENTER has read and agrees to accept all responsibility outlined and implied, to comply with the Ordinances and Codes of the City of Atlantic Beach, the Special Event Guidelines and Policies, and all requirements stipulated within this contract.

IN WITNESS WHEREOF, we have hereunto set our hands and agreement upon this _____ day of _____ (month), 20 _____.

CITY OF ATLANTIC BEACH

By: _____ **Renter:** _____
(Signature)

Title: _____
(Print name here)

Applicant is the person paying for rental/deposit fees. Applicant understands the refundable deposit will be mailed 2-5 business days after the event, if the above terms are met by the renter. Applicant understands that if the renter does not satisfy/meet the forms of the agreement, the deposit will not be returned.

NAME of **APPLICANT** _____ **SIGNATURE** _____
Printed

APPLICANT'S ADDRESS _____ Phone: _____

CITY, ST, ZIP _____

\$	Baker & Jordan Community Centers without alcohol Rental fee of \$100.00 for four (4) hours minimum and \$25.00 for each additional hour. Total hours _____ of use.
\$	Adele Grage Cultural Center without alcohol Mon-Thurs fee of \$50 per hour Total hours _____ of use including set-up and clean-up. Fri – Sunday \$100 per hour Total hours _____ of use including set-up and clean-up.
\$	<i>All rentals with alcohol (beer & wine only) @ the Adele Grage Center requires an AB off-duty police officer for an additional \$35 per hour paid at time of service (minimum of 4 hours) – additional form required</i>
\$	7% sales tax on rental fee
\$ 200.00	\$200.00 refundable deposit returned to named applicant on page 2 if no damage to facility, facility is cleaned after use and no violation of contract terms or City Ordinances.
\$	\$20.00 charge for lost or not returned security card within two days of event (will be deducted from deposit)
Total Due	Office Use Only: Total Paid \$ Check# _____ Cash__
\$	Account # Receipt # _____ Credit__