

# Facility Rental Form

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### DEPOSITS AND CANCELLATION TERMS

1. The City reserves the right to cancel reservations in the event that inclement weather or unforeseeable conditions present a potential danger to the user, staff, guests or the facility.
2. The security deposit converts to damage deposit at time of event and is fully refundable after the event if no damages are incurred. The City of Newberry reserves the right to demand a damage deposit higher than advertised or previously disclosed rates at any time prior to the use of the facility based on information the City receives related to the nature of the event.
3. In case of cancellation of the event more than 10 days prior to event, one half of security deposit is non-refundable.
4. In case of cancellation less than 10 days prior to event, the entire security deposit is non-refundable.
5. Alcohol deposit (at facilities where alcohol is permitted only): For events serving alcohol, an additional alcohol deposit equal to the amount of the damage/security deposit is required. This alcohol deposit is fully refundable upon cancellation or after event if no damages are incurred.
6. Additional fees may be assessed against the damage deposit or billed and paid by Permittee, which may include, but are not limited to, the following:
  - A. \$50.00 and up for an excess cleaning fee (for events that do not properly clean up after event as herein specified).
  - B. \$50.00 for every half hour the event goes past the designated/permitted number of hours as noted on the rental.
  - C. Actual cost for damages to the facility.
  - D. \$100.00 for affixing decorations to the walls, doors, ceilings, windows, etc.
  - E. \$100.00 for changing all locks if key is not returned within 72 hours of event.
6. The entire security deposit and alcohol deposit will be forfeited under the following circumstances:
  - A. Law enforcement or fire department has to be called due to Permittee or Permittee's guests' use of facility.
  - B. If it is determined that the Permittee misrepresented the nature of event, music or entertainment to be provided.
  - C. It is determined that alcohol was consumed at an event that was not permitted for same.
7. If damages to the facility exceed the amount of damage/alcohol deposit, Permittee shall be liable to

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City for costs related to same and shall reimburse the City for associated costs of repairs within 30 days of receipt of invoice.

8. Refunds of damage deposits, less any assessments, will be made 30 days after event date. If damages require repair, the damage deposit refund may be delayed until staff can ascertain the cost of repairs.

9. If any portion of the damage deposit is retained or if there will be delays in refunding the deposit due to damages assessed, Permittee will be notified of reason for same.

## GENERAL FACILITY REGULATIONS

1. The terms “facility” and “premises” shall be interchangeable when used throughout this policy.

2. Permittee agrees to accept the premises in its physical condition “AS IS” and understands the City has no intent or obligation to provide services to ready the event room for the Permittee’s use other than general services described herein.

3. The facility rental fee provides for designated rental space(s), lights, heating or air conditioning, restrooms and tables/chairs only. The City will ensure the room is clean in advance of the permittee occupancy. The City recognizes that “clean” is a subjective term. Permittee should familiarize themselves with the general cleanliness of the facility and can expect the space they rent to be comparable.

4. The City will make tables and chairs available to Permittee up to the number it keeps on hand at the facility; however, the City will not set up or arrange the tables and chairs. It is the Permittee’s responsibility to set up and to breakdown tables and chairs for their event, including returning the tables and chairs to the location and condition in which they were found.

5. No occupancy of the facility outside of the perimeters of the designated rental room(s), and restrooms is allowed for Permittee activities unless otherwise noted on the permit. Permittee shall ensure that Permittee’s guests do not access any other portion of the facility and/or loiter outside of the facility for an extended period of time.

6. Cooking is allowed in designated areas only. If Permittee expects to utilize any exterior areas for cooking (i.e. grilling), Permittee must advise City of this in advance and same must be indicated on the approved permit. Kitchens are for warming and storing food only, and not for preparing food. The City is not required to provide other items required by Permittee to use kitchen facilities (i.e. pans, utensils, etc.)

7. The rental of the facility does not include the rental or use of the park in which the facility is located unless specifically included in the rental/event permit. This includes space outside of the rental facility.

8. Permittee shall ensure that Permittee’s guests use designated parking areas only and are not permitted to park vehicles on the grass or park property not otherwise designated for parking. This requirement must be strictly enforced by Permittee. Inability to do so could result in event closure with no refund.

9. Permittee is responsible for ensuring that their guests are not in the park after posted park closing hours if their event extends past the park closing time (If facility is located at a park facility).

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10. The City of Newberry will deal directly with the Permittee only and with no other party including caterers, rental companies, family members, etc. unless advanced arrangements for a designee are made in writing.

11. The Permittee is responsible for the orderly conduct of attendees and must be in attendance for the duration of the event.

12. For the entire duration of the rental/event, Permittee must ensure the premise is secure when it is not in use or when the Permittee leaves the premises. All personal property placed or moved into the leased premises shall be at the risk of the Permittee and the City is not liable for any damage to the Permittee, or any personal property, by reason of any act of negligence by the Permittee, any City employee, or any other person whomsoever.

13. The Permittee is responsible for ensuring that their event does not exceed maximum capacity as stated on the permit. The Permittee may not bring in additional tables or chairs to accommodate a number of persons more than such capacity. All tables and chairs brought in for an event must be removed the same day immediately following the event.

14. Smoking is not allowed in any City building or within 25 feet of the entrance or exit to the building. It is Permittee's responsibility to monitor and enforce this requirement.

15. Animals are prohibited from entering facilities except for service animals.

16. The Permittee shall not post, attach, or affix signs, posters, or publicity of any kind upon any recreation, park or city property, including inside and/or outside of any facility, nor any trees, fences, City power poles or any other public property, etc., not specifically designated for posting public notices.

## DECORATIONS & EQUIPMENT

1. All decorations must be free standing. Permittee shall not affix decorations to walls, doors, windows, light fixtures, etc.

2. No burning of any kind can take place in facility including candles, incense, mosquito repellent coils, etc. Use of fireplaces is NOT allowed if applicable.

3. Under no circumstances shall the Permittee apply dance wax, meal, or any other substance to the floor for any purposes whatsoever.

4. The use of fog machines, dry ice, etc. is prohibited. If confetti is used, ALL of it must be picked up and properly disposed of by Permittee before leaving the facility. Confetti left to be cleaned up by the City will result in a cleaning fee charged against the damage deposit.

5. All of Permittee's or Permittee's sub-contractor's equipment must be removed from the building at the end of the event. The City is not responsible for any item left in building, nor will the City store Permittee's equipment.

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6. Removal of items, decorations, or pictures placed in the venue by the City is not permitted.

## TIMES OF RENTAL

1. All events must end with enough time to clean up prior to the Midnight deadline. The facility must be cleaned up and Premises vacated by Midnight. Failure to comply will result in loss of deposit and additional fees. If consecutive days are rented, you do not need to clean up between the two days (ex: setup for a wedding).

2. The Permittee must pay for all times that they need to access the premises. This includes set-up, caterer access, breakdown times and any other activities that require access to the facility. Additional time before or after the permitted time will be billed against the Permittee's damage deposit at \$50 per half hour.

3. No changes to the event times will be permitted less than five calendar days before the event.

4. The Permittee must reserve each day they intend to occupy the facility. Renting the building on a Saturday does not provide full weekend access. Each day rental is Midnight to Midnight. All belongings, food, etc. must be removed by this time and the facility cleaned. Failure to do so can result in an additional clean up fee.

## CHECKING IN AT THE BEGINNING OF THE EVENT

1. A key for the facility can be picked up from the Easton Newberry sports Complex no earlier than two days prior to the event. If your event takes place on a weekend day, please note that the key must be picked up on Thursday, by 5:00 PM.

2. The Permittee is responsible for picking up the key prior to close of business on Thursday. If the key is not picked up, the Permittee may forfeit the use of the facility and a refund will not be applicable.

## AT CONCLUSION OF EVENT

1. Permittee must remove all trash from the facility and place it in the exterior rolling carts or dumpsters designated for same.

2. All decorations and all Permittee or Permittee's guest's items must be removed from premises.

3. The floor must be cleaned immediately in the event of spillage and swept if littered with excess debris.

4. All tables and chairs must be cleaned off and returned to their original location.

## SPECIAL EVENTS AT RENTAL FACILITIES

1. The following events shall be deemed a special event and as such shall require a special event permit and shall be subject to the guidelines set in place for all special events held on City property.

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- A. Events for which admission is charged either at the door or by pre-selling tickets.
  - B. Events at which food and craft vendors will sell their merchandise.
  - C. Any other facility permit request that City at City's sole discretion determines should fall under this category.
2. Recreation and Parks Events staff will assist the Permittee through the special event permit process.
3. The Permittee shall provide the City with a copy of the Occupational Licenses and/or insurance (if required) for any sub-contractors who provides services such as food, music, photos, etc. A special event license may be acquired as an alternative to individual vendor licenses.
4. The Permittee may be required to provide the City with a Certificate of Insurance meeting the City's requirements for same at City's sole discretion.
5. Food service at events deemed to be a "special event" for purposes of this policy, must comply with State requirements for food service events and the Permittee is responsible for notifying the State of Florida that they intend to hold a food service event. Permittee should familiarize themselves with the State requirements and exemptions. More information can be found at their website: [Dhr.info@myfloridalicense.com](mailto:Dhr.info@myfloridalicense.com).

The undersigned hereby makes application to the City of Newberry for use of the rental facility described herein and certifies that the information given in this Application is correct and complete. The undersigned further states that he/she agrees to observe the laws/rules and policies/procedures set forth in the Facility rental Regulations and by the City of Newberry and the State of Florida. The applicant agrees to reimburse the City for any costs incurred by the City in repairing damage to City property. Moreover, the applicant shall defend, indemnify and hold harmless the City of Newberry, its elected officials, appointed officers, employees, and agents from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property or otherwise, which arises out of the use of City premises or from any activity, work or thing done, permitted or suffered by the applicant, its agents, employees, members or invitees in or about the premises. I voluntarily assume full responsibility for any risk or loss, property damage or personal injury, including death that may be sustained by me/my party or any loss or damage to property owned by me/my party.

I have read this application, and waiver of liability and fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

FOR ANY ISSUES THAT MAY ARISE DURING YOUR RENTAL, PLEASE CONTACT US AT (352) 472-2161 Ext.1 or 352-681-0036.

**Type of Reservation (Required):**

*(Select only one option)*

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- |   |   |
|---|---|
| <input type="checkbox"/> Wedding            | <input type="checkbox"/> Birthday Party   |
| <input type="checkbox"/> 501C-3 Group       | <input type="checkbox"/> Government       |
| <input type="checkbox"/> School Activity    | <input type="checkbox"/> Business Meeting |
| <input type="checkbox"/> Baby/Bridal Shower | <input type="checkbox"/> Reunion          |
| <input type="checkbox"/> Club Meeting       | <input type="checkbox"/> Other*           |

**\*If other, please describe the type of event:** \_\_\_\_\_

**Is the Applicant a Not-For-Profit? (Required - Select at least one option):**

*If yes, please provide a copy of your IRS 501(c) ( ) document and your tax #.*

- Yes  
 No

**Tax ID# for Not-For-Profit:** \_\_\_\_\_

**Signature of Applicant (Required):** \_\_\_\_\_

**Print Name (Required):** \_\_\_\_\_

**Date (Required):** \_\_\_\_\_