



6001 State Road A1A • Indian River Shores, Florida 32963
Phone: (772) 231-1771 • Fax: (772) 231-4348

Community Center Use Agreement *Weekly Usage*

This annual agreement is required as a renewal of a commitment of the Town of Indian River Shores (Town), and one that we ask of your organization, _____, as User in order to keep this facility operating at an optimum level. The **User** understands and agrees to observe the following terms, conditions and rules:

1. The Town of Indian River Shores (Town) will not be responsible for lost articles.
2. *The User is responsible for any liability to the Town for personal injury or property damage caused by the User, or anyone utilizing or present on the Town premises with the consent or knowledge of the User, during the period of this Agreement. The User will indemnify and hold harmless the Town for any liability that may result from actions by or through the User.*
3. User will assume all **responsibility for any alcoholic beverage** consumed or obtained in any manner on the Town premises during the period of this Agreement. All local ordinances and State Laws relating to the sale and consumption of alcoholic beverages shall be the responsibility of the User. Alcoholic beverages shall not be allowed on the Town premises unless notification is given at the time of entry into the contract. The User shall indemnify and hold the Town harmless for any liability to the Town as a result of consumption or use in any fashion of alcoholic beverage on the Town premises.
4. All provisions of this Agreement as to liability and responsibility of the User shall apply to any part of the yard and grounds around the building utilized by the User. Use of surrounding yard and grounds shall only be by prior approval of the Town, designating the area and use involved.
5. Groups using the Town facilities must comply with fire and safety regulations and all state and local laws.
6. **Smoking** is not allowed inside or near the doorways of the building.
7. A security deposit of \$300 is required to be maintained. At the beginning of the contract period, funds on hand will be evaluated and if necessary, brought up to this amount in order to keep the terms and conditions of the Agreement in effect.
8. It is the Town's intention to inspect the Community Center after each usage. However, if you notice upon entry that it has **not** been left in a clean and undamaged state, please notify the Town Manager's office immediately so that your group will not be held responsible. The security deposit will be drawn from should there be any damage made to the walls, floors, doors, windows, kitchen or bathroom fixtures, and/or furniture that necessitates any repair or replacement. If the damages exceed the amount of the deposit, you as User are responsible for the entire amount.
9. Included in the usage fee are 30 minutes before and 30 minutes after for set-up and clean-up time.
10. Chairs and tables are available for your use inside the building or covered porch area only. Please use care when *setting them up and putting them away*. Obvious abuse will result in loss of your deposit and, depending on the severity of damage, an additional restoration fee may be imposed.

11. After your function, please see that all the tables and chairs are free from food and beverage spills *and returned to their storage areas*. The Town is not a party to any agreement made between you and the group that uses the facility after you regarding leaving chairs or tables out or putting them away. This is solely your responsibility.
12. **Nothing may be left** in the facility (including food or beverages in the cabinets or refrigerator). Due to safety concerns, storage of supplies or equipment anywhere in the Community Center is prohibited.
13. User may **not post signs** on the walls or elsewhere on the property unless approved before posting. No thumbtacks, nails, staples, screws or glue to hang decorations on any walls, floors or ceilings is allowed. If tape is used, it must be a type that will cause no damage and must be totally removed. Evidence left from hanging decor may incur the forfeiture of deposit.
14. All doors of the Community Center must be **locked** when you leave.
15. Any **excessive noise or rowdiness** will not be tolerated. The Town reserves the right to stop any event and/or evict any and all persons involved. Town Ordinance prevents excessive noise after 10:00 p.m.
16. **Any violations of the agreement will be handled as following:**
 - The first violation will warrant a written warning.
 - The second violation will warrant a \$50 fine taken out of the deposit.
 - The third violation will warrant a \$100 fine taken out of the deposit.
 - The fourth violation will render the User no longer eligible to use the Town's Community Center.
17. This Agreement is not a lease and may be canceled by the Town at any time and for any reason. If this right of cancelation is exercised by the Town, then any remaining deposit will be returned to the depositor.

I agree, on behalf of _____, to abide by these rules.
(Please print name of organization)

- Our usage will be (every / every other) _____ at _____ (a.m. / p.m.) to _____ (a.m. / p.m.) beginning _____, 20____ and continuing through _____, 20____.
- To contact our organization, please call _____ on (his / her) private number _____. (His / her) e-mail address is _____.
- The designated Community Center key holder from our organization is _____ and (his / her) private number is _____. (His / her) e-mail address is _____.
- We (are/ are not) a not for profit organization.
- We (are / are not) tax exempt. (**Tax Exempt Certificate received** Yes No)
- We (will / will not) be serving alcoholic beverages. (**Proof of Liability Insurance received** Yes No)
- We (will / will not) be serving food or drink.

Signature

Printed Name

Date

Concurrence by Town of Indian River Shores:

Signature

Printed Name & Title

Date

