



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

Community Center Use Agreement

User: _____ On Behalf Of: _____

Phone: _____ E-mail address: _____

Address: _____

Date of Function: _____ Time: _____ (a.m. / p.m.) to _____ (a.m. / p.m.)

Purpose of Function: _____

Approximate Number of Guests: _____ Will you be serving food? _____ Yes _____ No

Will you be serving alcoholic beverages? _____ Yes _____ No (**Proof of Liability Insurance received** Yes No)

Resident of Indian River Shores? _____ Yes _____ No Not for profit _____ Yes _____ No

Indian River Shores HOA or Condo Assoc. Annual No-Fee Rental? _____ Yes _____ No

Tax Exempt? _____ Yes _____ No (**Tax Exempt Certificate received** Yes No)

Usage Fee: \$ _____ Food Fee: \$ _____ Tax: \$ _____ Security Deposit: \$ _____ **Total:** \$ _____

***NOTE: There is a \$2.00 Surcharge for ALL Credit/Debit Transactions. Deposits MUST be paid with cash or check.**

The **USER** understands and agrees to observe the following terms, conditions and rules:

1. A signed Community Center Use Agreement, as well as a Security Deposit in the amount of \$500 are required at the time of reservation. The balance of the fee is due seven (7) days prior to the event. If the required balance is not paid within seven (7) days prior to the event the Town of Indian River Shores reserves the right to cancel any reservation with no refund.
2. The Town reserves the right to cancel any rental agreement in the event a hurricane watch or warning is posted within seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances beyond the Town's control are present. In the event the Town exercises its cancellation right hereunder, it shall return in full the down payment and deposit collected from the Lessee and shall not be responsible for any cost incurred by the User in connection with the canceled event.
3. The Town of Indian River Shores (Town) will not be responsible for **lost articles**.

Approved by Town Council 7/25/19

4. *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.*
5. 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.
6. 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. The User is responsible for ensuring that guests are not allowed to enter landscaped areas or office areas, or damage town property. Forfeiture of deposit or additional fees may be imposed for any of these violations.
7. Chairs and tables are available for your use inside the building 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.
8. Groups using the Town facilities must comply with fire and safety regulations and all state and local laws.
9. 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 Clerk's office immediately so that your group will not be held responsible. Damage fees are as deemed necessary by Town staff and are based on repair or replacement costs including labor incurred by the Town and may exceed the deposit amount. If the damages exceed the amount of the deposit, you as User are responsible for the entire amount and *the Town may take legal actions to recover these costs*. These items include but are not limited to:
 - Stains on walls.
 - Removal of carpet/furniture stains requiring more than standard extraction techniques.
 - Broken furniture and/or equipment.
 - Defacement of any part of the interior or exterior of the building.
 - Damage created by improper use of equipment or non-compliance of facility rules.
 - Equipment found to be missing as a result of a group using the building.
 - Any other circumstances which justify a damage fee.
 - Unauthorized use of the kitchen or other rooms.
 - Unauthorized extension of hours.
 - Equipment left for storage; this includes outside equipment rentals.

10. Movable equipment in the kitchen may not be removed to another area or offsite. This includes the refrigerator, freezer, convection ovens (2), microwave, warming rack and food prep tables (3).
11. Included in the usage fee are 30 minutes before and 30 minutes after for set-up and clean-up time. Additional set up/clean up time may be arranged at the time of signing this agreement at a rate of \$30 per hour, if the schedule allows.
12. Chairs and tables are available for your use inside the building only. Please use care when setting them up and putting them away. After your function, please see that all the tables and chairs are free from food and beverage spills **and returned to their storage areas**. Obvious abuse or missing chairs/tables will result in loss of your deposit and, depending on the severity of damage, an additional restoration fee may be imposed.
13. User may **not post signs** or decorations on the walls or elsewhere on the property unless approved before posting. Tape, tacks, nails, screws, staples or other surface adhesives or objects that may damage the walls or other Town property are not permitted, and the User will be charged for any repairs. Evidence left from hanging decor may incur the forfeiture of deposit. Fog machines are not permitted in the Community Center. Plants must have drainage protection for flooring. Candles and other lighted objects must be pre-approved by Town staff. Candles must be protected on all sides with a secure and stable base. Throwing rice, confetti, bird seed or other materials is prohibited. Balloons must be tethered and not released.
14. No smoking, vaping or use of tobacco products is allowed.
15. All children age 16 and under must be supervised by an adult throughout the time that they are in the Community Center.
16. Due to the Center's being surrounded by residential communities, any excessive noise or rowdiness will not be tolerated. Music, microphones and speakers will be allowed outside during the ceremony for an outdoor wedding, but the reception must be held indoors. After the ceremony, music, microphones and speakers may only be used inside the building with the doors and windows closed. Excessive noise may result in forfeiture of the deposit. The Town reserves the right to stop any event and/or evict any and all persons involved if noise becomes an issue at any time of day. **Town Ordinance prevents excessive noise after 10:00 p.m.**
17. **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.
18. All doors of the Community Center must be **locked** when you leave. All lights must be turned **off**.
19. This Agreement is not a lease and may be canceled by the Town at any time and for any reason. If this right of cancellation is exercised by the Town, then any remaining deposit will be returned to the depositor.

20. The Town reserves the right to withhold a portion or all of the security deposit and shut down an event if it is found that the User has misrepresented information on any of the rental documents. Misrepresentation is the responsibility of the User. Examples of misrepresentation include but are not limited to:

- Failure to disclose the true nature of the activity
- Exceeding the reported number of guests or capacity of the facility/room
- Failure to report the service of alcohol

Signature

Printed Name

Date

Concurrence by Town of Indian River Shores:

Signature

Printed Name & Title

Date

For Town Use

Payment \$ _____

Date Rec'd _____

Sec. Dep. \$ _____

Date Rec'd _____

Retn'd? Yes No

Date Req. to Finance _____