



CONTRACT # -00

**CITY OF JACKSONVILLE BEACH
SOUTH BEACH COMMUNITY CENTER & EXHIBITION HALL
~ 2508 South Beach Parkway, Jacksonville Beach, Florida 32250 (904-247-6236) ~**

LEASE AGREEMENT

THIS AGREEMENT, Executed on date: _____ by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, herein called CITY, and _____ herein called LESSEE, whose address is _____.

That in consideration of the mutual agreements herein contained, the City hereby leases to Lessee and the Lessee hereby accepts, subject to the terms and conditions herein set forth, space in the Jacksonville Beach Community Center described as South Beach Exhibition Hall & Community Center (also referred to herein as Community Center). Also, additional facilities inside or outside of the Jacksonville Beach Community Center proper which are herein listed, if any: _____ for a period of ____ day(s), starting on (date) _____ & beginning at (time) _____ and will conclude on (date) _____ & ending at (time) _____. Said premises are to be used by Lessee for: _____ and for no other purpose whatsoever.

1. Lessee agrees to pay to City as rent for use of said premises the following sums:

(a) Rental Deposit (non taxable): \$ 200.00 NO Alcohol or \$400.00 with, payable at the time this agreement is signed;

(b) Rental Fee: \$ _____

(c) Total Rental Sum: \$ _____ 7 % Tax \$ _____ = \$ _____

(d) Balance: \$ _____ (rental fee plus 7% sales tax) to be paid 30 days before event.

2. City agrees to furnish general lighting from the permanent fixtures, outlets and equipment in the building, heat or air conditioning, water for normal usage as now installed in the building, and normal janitorial services; however, failure to furnish any of the foregoing resulting from circumstances beyond the control of the City shall not be considered a breach of this agreement.
3. Lessee shall not have the right to assign this agreement or any rights hereunder or to sublet said premises without the written consent of City.
4. In the event that the premises are not vacated by Lessee when herein specified at the end of the term, then the City is hereby authorized to remove from said Community Center at the expense of Lessee, all goods, wares, merchandise and property of any and all kinds and description placed therein by the Lessee. City shall not be liable for any damages or loss to such items which may be removed.
5. Lessee shall use and occupy said premises:
 - a. In a safe and careful manner according to *Attachment "A": titled "Rental Procedures"*;
 - b. It shall comply with all laws, rules, regulations and ordinances of the City of Jacksonville Beach, Duval County, and State of Florida;
 - c. It shall use said premises solely for the purposes herein provided; it shall not permit said premises, or any part thereof, to be used for any unlawful or in any manner as to injure persons or property;
 - d. Said Lessee shall not do any act or suffer any act to be done which will in any way mar, deface or injure any part of said Community Center; and upon termination of this agreement, Lessee shall deliver up to said City the premises

aforesaid in good condition and repair as the same shall be found at the beginning of the term hereof.

- e. Lessee agrees to provide, at its expense, all necessary licenses and permits required in accordance with law for the use of the premises as herein provided.**
- 6. The City staff engaged in the operation and maintenance of the Community Center reserve the right to enter upon and to have free access to premises at any and all times.**
- 7. In consideration for being allowed to use the City facility the Lessee:**
 - a. Acknowledges that the activities will be confined to the boundaries within the designated areas for which this contract is being issued;**
 - b. Assumes all risks, whether or not known or reasonably foreseeable, which may be associated with the permitted use and shall hold harmless, indemnify and defend the City, against any claim, action,, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of the City facilities at South Beach Park.**
- 8. City shall not be liable for any damage occasioned by failure to keep said premises in repair, nor shall it be liable for any damage occasioned by plumbing, gas, water, sewage, heating, air conditioning, or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings or otherwise during period of time Lessee has rented the building.**
- 9. Lessee assumes all risk of damage to and loss by theft or otherwise of the fixtures, appliances or other property of the Lessee.**



City of Jacksonville Beach

SOUTH BEACH COMMUNITY CENTER & EXHIBITION HALL

2508 South Beach Parkway, Jacksonville Beach, Florida 32250

Phone: (904) 247-6236 ~ Fax: (904) 247-6143

WAIVER OF LIABILITY

It is the City's purpose to hold special events, gatherings and meetings at the South Beach Community Center & Exhibition Hall in professional and safe environment. Therefore it is understood that the Lessee and its participants renting the facility for an event, use the equipment (stage, tables, chairs, projectors, etc.) in a safe manner for which it is intended.

It will be up to the discretion of the City Manager or Parks and Recreation designee to determine the manner in which the equipment for an event will be used and set up and advise the Lessee of the appropriate usage of said equipment.

Lessee signing this Waiver of Liability Form agrees to protect, defend, hold harmless and indemnify the City of Jacksonville Beach and all of its agents and employees from and against any and all claims, demands, actions, liabilities, losses and expenses (including reasonable attorney's fees) allegedly or actually suffered by any person(s) (including but not limited to) injury to or death of persons or damages to property (or during the use of facility equipment) arising out of or in any way related to (either allegedly or actually) the negligence, work, services or activities of the individual or Lessee signing this Waiver of Liability Form or any of their officers, agents, participants & employees or volunteers and including, but not limited to, the joint, concurrent or comparative negligence, if any, of the City of Jacksonville Beach in connection with the event on said premises according to the Lease Agreement Contract, excluding on loss or damage to property and injury or death suffered by any person(s) arising solely from the City of Jacksonville Beach's own active negligence.

Lessee's Printed Name

Lessee's Signature

Date



Attachment "A"
South Beach Park Community Center & Exhibition Hall

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RENTAL PROCEDURES

Rental Process:

To complete a reservation, the applicant must submit the Lease/Contract Agreement and Application along with deposit. The rental fee must be paid 30 days prior to event. All rentals are taken on a first-come, first-serve basis. Setup and cleanup of the facility must be completed within the hours specified.

Deposit:

All rentals of the facility must provide a security/damage deposit in addition to the rental fees required. If the event is going to serve alcohol, then the security/ damage deposit is doubled. The deposit will be returned to the renter after inspection of the building for damage(s) and cleanup. *THE DAMAGE DEPOSIT COVERS DAMAGE, EXCESSIVE CLEANING NECESSARY AFTER THE RENTAL OR EARLY OR LATE USE OF THE BUILDING.* *Deposit must be submitted as cash or cashiers check. The building will not be scheduled without a deposit.

- The responsible person named below will be held accountable for ensuring that the tables/chairs/equipment is returned to a reasonable level of orderliness (clean and not damaged). In addition—the trash must be bagged and placed outside.
- If damage(s) is incurred and not reimbursed, the responsible party will no longer be able to use the facility in the future.

Hours of Operation & Cost:

- The building can only be rented between the hours of 8:00 a.m. and 12:00 midnight, and the event must be over and the building vacated by the end of the rental period.
- Cost to rent is per hour only. This includes an employee on-site during the event. The responsibility to set up tables, chairs, & facility cleanup is the renters.
- The cost to rent the facility is shown on the attached **RESOLUTION NO. 1758-2007**.

Agreement Rules:

1. The City is not responsible for operation of outside equipment;
2. The City does not provide audio for music or bands;
3. Kitchen: Is to be used for warming food only, not preparation or cooking. The City does not provide cookware, utensils, or tablecloths;
- 4. No alcoholic beverages are permitted in the parking lots or outside the building;**
5. No violation of the Noise Ordinance is allowed;
6. No illegal shows or events are allowed that would violate Federal, State or Local laws;
- 7. No pets, smoking, firearms or weapons; no fires or candles; no gambling; no illegal drugs;**
8. Attendance capacity is set by the City Fire Marshall and shall not exceed 269;
- 9. Children must be supervised at all times;**
10. No commercial product sales (exception: only business/corporate outings);
11. The City assumes no responsibility for personal property such as decorations or flowers used or left at the building;
12. Only City staff may open or close the divider wall;
13. Driving on sidewalks will result in forfeiture of deposit;
14. Tables and chairs may not leave the building;
- 15. Nails, tacks, push-pins, etc., are prohibited except on decoration board on wall; nothing on ceilings;**
- 16. Rice, birdseed, glitter, tape on windows or on tables, or gum are prohibited inside the building;**
17. Parking: Events that have over 150 participants must plan for off-site parking and shuttle people to site.
- 18. No Standing on Chairs or Tables.**
- 19. No Deep Fryers are allowed.**

Refunds:

1. If cancellation occurs (30) days prior to an event, a 100% refund of deposit will be returned to the applicant;
2. If cancellation is less than (30) days prior to an event, a 50% refund of deposit will be returned to the applicant;
3. If cancellation is less than (10) days prior to an event, no refund of deposit will be returned to the applicant.

I understand and will follow the above rules, and that a violation of these rules will result in a forfeiture of my deposit and may result in my organization not being allowed to use this facility again.

Contact Phone # Home: _____ Cell: _____

Email: _____

Signature: _____ Date: _____



Alcohol Permit

Hold Harmless Language

The undersigned assumes all risks, whether or not known or reasonably foreseeable, which may be associated with the permitted use. The undersigned shall hold harmless, indemnify and defend the City of Jacksonville Beach, its directors, officers, employees, and representatives' and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind of nature (including but not by way of limitation, attorney's fees or court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to the use of the City of Jacksonville Beach Community Center and Exhibit Hall.

Undersigned Signature

Date

Parks & Recreation Representative Signature

Date

