

TOWN-OWNED FACILITY RENTAL AGREEMENT

THIS AGREEMENT, Executed on date: \_\_\_\_\_ by and between the TOWN OF BALDWIN, FLORIDA, herein called TOWN, and \_\_\_\_\_ herein Called RENTER, whose address is \_\_\_\_\_

That in consideration of the mutual agreements herein contained, the Town hereby rents to Renter and the Renter hereby accepts, subject to the terms and conditions herein set forth the Following space in or about the \_\_\_\_\_ **Coleman House/Park** for a period of \_\_\_\_\_ hours, on (date) \_\_\_\_\_ beginning at (time) \_\_\_\_\_, and ending at (time) \_\_\_\_\_ Said premises are to be used by Renter for:

\_\_\_\_\_ And for no other purpose  
Whatsoever and will be host to no more than \_\_\_\_\_ persons at a time.

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

- (a) *Rental Deposit (non-taxable): \$ 250.00 in form of check only*
- (b) *Rental Fee Sum: Park Only \$ 100.00 7.5% Tax: \$ 7.50 = \$107.50 :*
- (c) *Rental Fee for the: **Coleman House & Park** \$50.00 per hour(minimum 3 hours) Rental Fee \_\_\_\_\_ 7.5% Tax: \$ \_\_\_\_\_ = \$ \_\_\_\_\_ :*

*\*All fees shall include 7% sales tax unless a current tax exempt certificate for the State of Florida is submitted at the time this agreement is executed.*

All fees are due and payable with the submission of the rental application. Both the application and the fees are due no less than 10 business days before the event. Additional hours may be requested up to five business days before the event, subject to availability of the facility and Town staff.

2. Town 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 Town shall not be considered a breach of this agreement.

3. Renter shall not have the right to assign this agreement or any rights hereunder or to sublet said premises without the written consent of Town.
4. In the event that the premises are not vacated by Renter when herein specified at the end of the term, the Town is hereby authorized to remove, from location as specified, at the expense of Renter, all goods, wares, merchandise and property of any and all kinds and description placed therein by the Renter. Town shall not be liable for any damages or loss to such items which may be removed.
5. Renter shall use and occupy said premises:
  - (a) In a safe and careful manner;
  - (b) It shall comply with all laws, rules, regulations and ordinances of the Town 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 Renter shall not do any act or suffer any act to be done which will in any way mar, deface or injure any part of the Town Facility; and upon termination of this agreement, Renter shall deliver up to said Town the premises aforesaid in good condition and repair as the same shall be found at the beginning of the term hereof;
  - (e) Renter 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 Town staff reserves the right to enter upon and to have free excess to premises at any and all times.
7. In consideration for being allowed to use the Town facility the Renter:
  - (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 Town, 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 Town facilities.
8. Town shall not be liable for any damage for 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 Renter has rented the building.

9. Renter assumes all risk of damage to and loss by theft or otherwise of the fixtures, appliances or other property.
10. No waiver of any provision hereof shall be effective unless in writing signed by the Town. This agreement contains the entire agreement between the parties, unless modified or amplified by an agreement in writing executed by Town and Renter.
11. This Agreement and the Rules and Regulations attached hereto contain the entire agreement between the parties and may not be modified except ty a writing signed by all parties. The prevailing party shall recover its attorney's fees in any dispute arising from this Agreement, including any appeals.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned.

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**Renter** **Date**

Contact phone number: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Tax Exempt number (if applicable):

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TOWN OF BALDWIN, FLORIDA

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### **Rules and Regulations for use of Town–Owned Facilities**

- No alcohol may be consumed on Town property.
- At least one adult must be present for every seven minor children.
- Pets not allowed except for service animals.
- Persons using Town property must completely clean up after themselves and remove all items brought with them.
- Town property may not be used to sell merchandise or for for-profit purposes without the express written permission of the Town.
- Excessively loud music or noise is prohibited.
- The Town reserves the right to refuse use of or access to any Town-owned facility and surrounding areas to any person(s) or group(s) it determines are inappropriate for the facility because the use the group proposes threatens the welfare of the facility or the health, safety, or welfare of the Town of Baldwin.
- Deposits may be made by personal check, which can be returned uncashed if the facilities are left in good condition.
- Cancellations by the lessee must be made within five working days of the event and are subject to a \$20 administrative fee. The lessee acknowledges that emergencies and disasters can require the Town to cancel the rental without advance notice, subject to a full refund to the Lessee.
- Lessees are responsible for all damages to the facility, regardless of the amount of the deposit.
- Facilities may be rented between the hours of 8:00 a.m. and 11:00 p.m.
- Facilities are rented in “as-is” condition.
- Facilities may not be rented on a continuing or ongoing basis.
- Lessees are responsible for making their guest follow all rules and regulations.
- Open fires, flames or candles are prohibited.

### **Rules and Regulations for use of the Senior Center/Park**

- There is a security deposit is \$250.
- The Senior Center rents for \$100 + tax per day
- Rental of the Senior Center entitles the lessee and guests to use only the kitchen, main room, atrium, and bathrooms. Lessees and guest may not use or enter any other areas, including the library, pantry, and back room.
- Disposable supplies in the kitchen are not included in the rental fee.
- Food already on the premises is not included in the rental and must not be disturbed.
- Do not remove pictures from the wall.

### **Rules and Regulations for use of the Coleman House**

- There is a security deposit of \$250.
- The Coleman House rents for \$50 per hour, with a minimum of three hours.
- The park rents for \$100 per day.
- Cooking is not allowed.
- Inflatables require a special use permit and proof of liability insurance.