

CITY OF MASCOTTE
CIVIC CENTER

121 North Sunset Ave.

City Hall Hours Monday-Thursday 7:00AM-5:30PM

USER AGREEMENT



TODAY'S DATE

_____/_____/_____
REQUESTED DATE TO USE

_____/_____/_____
START TIME / END TIME

APPLICANT'S NAME (please print)

APPLICANT'S PHYSICAL ADDRESS

APPLICANT'S MAILING ADDRESS FOR REFUND

DAYTIME TELEPHONE

EVENING TELEPHONE

CELL PHONE

WHAT TYPE OF FUNCTION OR EVENT WILL BE HELD

PLEASE TELL US IF THERE IS ANYTHING UNUSUAL OR UNIQUE ABOUT THIS EVENT THAT IS NOT COVERED BY THE ABOVE. YOU MAY INCLUDE BY ATTACHMENT.

IMPORTANT NOTICE:

USER DAMAGE DEPOSIT:	\$350.00
USER FEE (resident)	\$150.00 plus \$10.50 sales tax
USER FEE (non-resident)	\$250.00 plus \$17.50 sales tax

All fees must be paid in full at time of reservation.

DEPOSIT REFUNDS ARE PROCESSED DURING OUR NORMAL ACCOUNTS PAYABLE CYCLE, AND MAY TAKE AS LONG AS TWO WEEKS BEFORE IT IS REFUNDED.

CIVIC CENTER USER MUST PICK UP KEYS BY 4:30 PM ON THE THURSDAY PRIOR TO THE PERIOD OF USE. FAILURE TO PICK UP KEYS WILL RESULT IN FORFEITURE OF RENTAL FEE AND USE OF RESERVATION. _____ Signature

NOTE: 72 HOUR NOTICE REQUIRED FOR ALL CANCELATION, NON- COMPLIANCE RESULTS IN RENTAL FEE FOREITURE.

I, _____, ACKNOWLEDGE THAT I HAVE READ THE "RULES," ATTACHED TO AND MADE PART OF THIS AGREEMENT, GOVERNING THE USE AND CARE OF THE CIVIC CENTER, AND THE ABOVE NOTICE, AND AGREE TO ABIDE BY THE PROVISIONS THEREIN. THE CITY RESERVES THE RIGHT TO WITHHOLD THE SECURITY AND DAMAGE DEPOSIT AND REFUSE FURTHER USE TO ANY PERSON OR ENTITY DEEMED TO HAVE BEEN IN VIOLATION OF THE "RULES". ADDITIONALLY, ANY PERSON OR ENTITY DEEMED TO BE IN VIOLATION OF THE "RULES" OR CONDUCTING ANY ILLEGAL ACTIVITIES MAY BE ASKED TO LEAVE THE CIVIC CENTER AREA AT ANY TIME.

APPLICANT'S SIGNATURE

DATE

STAFF SIGNATURE

DATE

AMOUNT OF DEPOSIT PAID

DATE PAID

USER FEES PAID

DATE PAID

CIVIC CENTER
USER AGREEMENT AND RULES

PLEASE READ AND INITIAL BY EACH PARAGRAPH.

These are the general rules governing the use of the Civic Center ("facility") and each applicant is required to signify his or her understanding of the rules by initialing next to each rule/regulation.

___ 1. Use of the facility will be regulated by the rules contained herein, and all monies received for such use will be accounted for to the General Fund of the City.

___ 2. Reservations will be on a first come, first served basis, subject to availability.

___ 3. The person signing this Agreement is responsible for monitoring the conduct of all guests and participants and informing them of the rules by which they must abide. This person should make himself/herself known to the City. If for any reason the person who signs an Agreement cannot be present the entire time of the event, (s)he must appoint someone else to be responsible and must notify the city accordingly.

___ 4. Any damages other than an act of God to the facility will result in loss of part or all the security-damage deposit. If the amount of the security-damage deposit paid is insufficient to cover the costs incurred by the City to make repairs or extraordinary clean-up, the City will provide an accounting to User and demand that User pay the insufficient balance and will mail said notice to User's address via regular mail. No later than fifteen (15) days after the City mails the notice, User will pay to the City the amount specified in the notice. Failure to pay may result in possible legal action by the City.

___ 5. Use of the facility may be granted for consecutive or continuous, periodic days in excess of two days, but City Council must approve these extended reservations.

___ 6. The City may, at any time, cancel, postpone, or delay the User's reservation due to inclement weather, vandalism, emergencies, act of God, or any other circumstance that the City deems could injure the participants or guests or could damage the facilities. The City may also cancel or postpone the reservation if the facility must be used for a special activity, instrumental in meeting the community's needs, and such use was unforeseeable at the time User's reservation was made. The City will give timely notice, if possible, in the event of such cancellation. Whenever possible, at least one-week notice will be given if a reservation is to be canceled by the City. In

such a case, all monies paid for the use of the facility will be refunded. If the City cancels a reservation, it is the responsibility of the User to advise its guests of the facility cancellation.

____ 7. NO ALCOHOLIC BEVERAGES ARE PERMITTED ON ANY CITY PROPERTY.

____ 8. No flammable or combustible materials or candles are permitted in or on the premises except if allowed by the Florida Fire or Building Code and/or the Mascotte Fire Chief. No illegal materials are permitted in or on the premises.

____ 9. The function must begin and end at the scheduled time.

____ 10. Tables and chairs will be set up and broken down by the User and returned to their original storage area. The seating capacity of the facility is 285 maximum. This capacity will not be exceeded nor will the arrangement of tables and chairs impede the safe and free movement of the occupants. There are approximately 100 chairs and 30 (2' x 8') tables available at the facility. The City does not supply additional chairs or tables.

____ 11. No obstructions will be placed or allowed to be placed in the aisles or in a manner that obstructs access to any exit.

____ 12. Smoking is not permitted inside the facility.

____ 13. Pets are not allowed in the facility unless certified as medically required.

____ 14. Electronic paraphernalia, video equipment, sound systems, telephones (land lines), computers, and similar equipment not available in the facility are not allowed unless approved by the City Manager or City Council at the time of application. Signs, banners, decorations or advertising materials in or around the facility are not allowed unless approved by the City Manager at the time of application. Any signs, banners, decorations, or advertising may be affixed to the premises only by a tape or substance which will not pull off paint or leave any marks.

____ 15. All activities will cease by 10:00 pm Sunday-Thursday and 11:00 pm Friday-Saturday.

____ 16. User will keep the property clean and must sweep and mop the floors, vacuum as necessary, and clean the kitchen and its utensils, if used. Everything brought to the facility for an event must be removed at the end of the event, including all food, trash, tablecloths, etc., unless special arrangements are made prior to the event. Equipment, food, supplies or personal belongings may not be stored or left in or around the facility. Nothing shall be removed from the facility unless it was brought in by the User.

____ 17. Children are the responsibility of parents or attending adult. If parents or attending adult cannot control children, both may be asked to leave. No running, skateboards or skates are permitted anywhere on the premises.

____ 18. The person signing this Agreement agrees to control ingress/egress from the facility, i.e., preventing groups of attendees from loitering about the outside of the facility, maintaining a smooth flow of movement in and out of the facility.

____ 19. Anyone using the facility for making a profit by any allowable means will be assessed a surcharge of 10% of the gross receipts. Applicants will be required to present evidence of receipts. This surcharge is in addition to the security-damage deposit, user fee, and attendant fee.

____ 20. If required, applicants are allowed one rehearsal prior to date of reservation and may do so without a charge.

____ 21. Applicants must pick up the keys to the facility by 4:30 pm the business day prior to the reservation date and will be required to return the keys to the inspector. Failure to return the keys will result in forfeiture of the security-damage deposit.

____ 22. The City does not discriminate and will reserve the use of the facility without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

____ 23. No sporting activities are allowed in or around the facility unless permission is granted by the City Council.

____ 24. The City, reserves the right to revoke any use of the facility without notice due to any activity which violates any

City Ordinance or state law, endangers the health, welfare, or safety of the public, participants, or others in attendance, or which is causing, or might cause, or may result in damage to the Center, the premises, or adjacent properties. No refund for any monies paid will be given.

____ 25. Any individual or organization granted permission by the City to use the facility and premises shall be responsible for the conduct of all guests, participants, and those in attendance. In addition, the City reserves the right to require supervision of any particular function or event by private security personnel, retained at the expense of the permitted User, to provide additional supervision at those functions or events which the City deems to require such additional supervision.

____ 26. Any accidents or injuries occurring during the use of the facility, regardless of the severity, shall be reported immediately to the Mascotte Police Department.

____ 27. Any individual or organization granted permission by the City to use the facility assumes all costs, risks of injury, or any damages resulting from the use of the facility or City property outside of the facility, including rehearsal, set-up, and break down periods. The User shall indemnify and hold harmless the City, its employees, public officials, and agents against any loss, damage or liability which might arise out of or result from such use, including reasonable attorney's fees and costs. Applicant understands that the amount of the user fees contemplates this indemnification and, but for User's indemnification, the amount of the user fee would be greater. Any individual or organization granted permission by the City to use the Center and/or premises for consecutive or continuous, periodic days in excess of two days shall secure insurance covering such intended use, at the User's expense prior to the use of the Center designating the City as a co-insured loss payee and shall provide proof of such insurance to the City prior to payment of the user fee.

____ 28. The City of Mascotte, and any of its agents, public officials, or employees, are not responsible to the User, its members, guests, or invitees, for any loss resulting from misplacement or loss of any personal property during User's use of the facility, including rehearsal, set-up and break-down periods.

____ 29. Any individual or organization using the facility shall be liable for any and all damage caused to the facility or any real or personal property located thereon or therein, including loss or theft during the event or function.

____ 30. No property owned by the City of Mascotte and located within or around the facility shall be removed from the facility without express written permission by the City Manager.

____ 31. The City does not necessarily endorse the purposes and policies of any group or individual using the facility.

____ 32. User holding a reservation is requested to notify the City in writing of the need to cancel within 72 hours of the event date. The security-damage deposit will be forfeited if the User does not cancel within the 72 hours.

____ 33. The following is a list of items required to be completed prior of surrender of Civic Center to City Officials:

- a. Ensure there are no decorations, banners, lights, or signs remain hanging from lights or walls
- b. Floor will be swept and mopped (no black shoe marks on floor)
- c. Stage area clean and vacuumed
- d. Kitchen cleaned including stove, refrigerator and counter tops
- e. All trash cans empty and new bags installed
- f. Restrooms cleaned and trash emptied, lights off, no water running
- g. All windows locked
- h. A/C & Heater thermostats adjusted (heat - 68 degrees, A/C - 78 degrees)
- i. Appearance in front and around building clean
- j. All doors locked and lights off
- k. Call **(352) 429-3111** OR **(352) 638-5972** for inspection of premise.
- l. Key returned to inspector

____ 34. These rules may be changed without prior notification to User.

____ 35. These rules may be supplemented or amended for a particular user if the City Manager deems it necessary, and such supplemental or amended rules and regulations shall be approved by City Council.

____ 36. Venue regarding enforcement of terms of this Agreement and rules shall be in Lake County, Florida, and the laws of Florida shall apply.

____ 37. Failure to call for inspection of the building will automatically result in forfeiture of deposit.

I have read and understand the above document(s) and agree to abide by these rules. I also understand that if I disobey any rule, that I will forfeit my security-damage deposit. If I am an agent or representative of an entity or organization, I certify that I have the authority to bind and to sign this Agreement for the entity or organization I represent.

Applicant Signature

Date

Signature of City Representative

Date