



Facility Rental Application

Applicant: _____

Facility to be Rented: Cultural Center Recreation Center Sporting Center Pavilion

Facility Rental Rules and Regulations

THESE SHEETS SHALL BE ATTACHED TO THE FACILITY RENTAL AGREEMENT

Introduction

The mission of Village of Royal Palm Beach (“Village”) Parks and Recreation Department is to offer a high quality facility for public and private rental. Village facilities are ideally suited for rentals to residents, non-profit organizations, and businesses for business meetings, community dances, private rentals, weddings and special events.

The following Rules and Regulations which govern Village facilities are important and all renting Village facilities shall be expected to abide by these rules to preserve the facilities for future generations.

These Rules and Regulations can be revised without notice at the Village’s sole discretion. It is the Applicant’s responsibility to check on whether this document has been amended by the Village. The Applicant, its employees, agents, representatives, vendors, volunteers, group members and guests shall be required to comply with the most recent version of this document. These Rules and Regulations are available on the Village’s website at: www.royalpalmbeach.com.

Reservations

All reservations shall be handled through the Village’s Parks and Recreation Department. Requests must be made in writing prior to the event by using this Facility Rental Application. This application is available for pickup at the Royal Palm Beach Recreation Center, Cultural Center, or Commons Sporting Center, or can be downloaded at: www.royalpalmbeach.com. The facilities shall be reserved on a first come, first serve basis contingent upon when the deposit is received. No meeting or event is confirmed, or placed on the official Village rental calendar, until a written Facility Rental Agreement is signed and a 50% facility booking deposit (plus tax) is collected. Applicants may visit Village facilities Monday through Friday from 9am to 5pm, unless the specific facility is booked for an event. It is recommended that you call in advance of your visit to be sure the facility is available for viewing. Reservations are made by appointment only.

Eligible Applicants

Any person, business, not-for-profit or civic group is eligible to rent the Village facilities provided they meet the guidelines of the Facility Policies. Fees are based on two (2) categories:

Category 1: Resident/Not-for-Profit

Village Residents: Village of Royal Palm Beach Residents may rent Village facilities for private functions. Private functions are defined as events such as weddings, banquets, birthday celebrations, anniversary parties, retirement parties, employee recognitions, or similar types of meetings, gatherings, or events. Proof of Village residency is required.

Not-for-Profits: Not-for-Profits may rent Village facilities for private functions. The Not-for-Profit category is defined as an organization that is governed by a board of directors which has by-laws and possesses a 501(c) Tax-Exempt Certificate. A Not-for-Profit organization as defined herein can be a civic, religious and fraternal organization possessing federal 501(c) tax exempt status, including:

Charitable Organizations – 501(c)(3)
Social Welfare Organizations – 501(c)(4)
Fraternal Societies – 501(c)(10)

Business Leagues – 501(c)(6)
Veteran’s Organizations – 501(c)(19)

The Village requires a copy of the Not-for-Profit’s 501(c) form in order to be eligible for lower rental rates under the Not-for-Profit category. Additionally, any group claiming exemption from state sales tax must provide a copy of its Florida Sales Tax Exemptions Form. Not-for-Profits only are eligible for reduced rates for regularly scheduled group meetings. A letter signed by the head of the group or organization (i.e., president, pastor, principal, etc.) stating the date(s), outlining the time(s) and users or group benefiting from this event or function is required as part of the application. For regular scheduled group meetings, a list of meeting dates and times signed by the group leaders described in this paragraph may satisfy this requirement. Private events, as defined above, shall



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not be eligible for reduced rates under the Not-for-Profit status. Any Not-for-Profit group found abusing this privilege may be subject to losing the benefit of the reduced rates.

Category 2: Non-Resident, Civic Groups That Do Not Qualify Under the Not-for-Profit Category, or For-Profit Businesses

Incorporated businesses, civic groups that do not meet the Not-for-Profit definition above, and persons residing outside the Village's jurisdictional boundary may rent Village facilities for meetings and private parties.

Disqualifying factors for facility rentals

- Use is considered contrary to the Village's best interest, at the Village's sole determination;
- Advocacy to overthrow the Federal, State or Local Government;
- Misrepresentation of rental information;
- Previously caused or allowed damage to Village property;
- History of hostile or violent behavior;
- Past conduct has resulted in Police or Fire department response;
- Number of rentals exceeds two (2) times per month; or
- Rental disrupts the normal operations of the facility.

General Rules

- The rental fee includes tables and chairs based on availability at time of the request.
- The Applicant must reserve and book sufficient time at the facility for set-up, decorating time, accepting deliveries (cake, caterers, and musicians) and receiving outside rental equipment.
- Village staff shall NOT accept items delivered before your event and/or supervise a pick-up after your event. It is your responsibility to check in/out all deliveries.
- All outside tables, chairs and equipment must be removed by the end of your rental, or you will forfeit your Damage Security Deposit.
- Village Staff will have the room set up with tables, chairs, etc. prior to the commencement of the rental period.
- The Applicant will be permitted in the room no earlier than the time designated on the Facility Rental Application unless pre-approved by the Village Recreation Supervisor, or designee.
- The Applicant is required to provide a detailed layout of the room set up and decorating plans within fourteen (14) calendar days prior to the event. If no written layout is received, the Applicant shall be subject to the layout design of the Staff on duty. If the Applicant wishes to make minor changes to the layout, they are responsible to do so on their own.
- Applicant's decorations, exhibitions and/or entertainment shall be pre-approved by the Parks and Recreation Department Supervisor, or designee.
- Applicant's decorations must be free standing or placed on a tabletop.
- All approved decorations must be removed by the Applicant. All decorations and garbage must be removed from the facility and bagged by the end time on your rental contract. Failure to clean the facility and remove all decorations/garbage shall result in the loss of your Damage Security Deposit.
- Existing facility decorations shall not be removed at any time.
- Lobby furniture may not be moved.
- The use of candles (stand-alone), sparklers or fog/smoke/vapor machines, rice, glitter, confetti, large plants, flower petals or similar materials is NOT PERMITTED throughout the facility. Tacks, nails, screws, staples, masking tape, duct tape, command strips, and/or other surface adhesives or objects that may damage the walls, furniture or other Village property are not permitted. **NOTHING SHALL BE AFFIXED TO WALLS WITHOUT THE VILLAGE'S PRIOR WRITTEN PERMISSION.**
- Fryers, grills, broilers, ovens, propane stoves, burners and hot plates are **NOT PERMITTED.**
- Animals, strippers, erotic dancers are not permitted.
- Lewd and lascivious behavior is not permitted.
- Windows may only be opened by Parks and Recreation staff members.
- Use of prohibited items shall result in the forfeit of the Damage Security Deposit, and subject the Applicant to further liability for any costs or damages incurred by the Village that are not covered by the Damage Security Deposit. If there is damage to walls, doors, frames, tables, chairs or other Village Property in the facility during the rental set-up, event or cleanup, your Damage Security Deposit will NOT be returned.



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- Under no circumstances will anyone be permitted to remove chairs, tables, or any other Village equipment from Village facilities. Furthermore, the tables and chairs must not be used in any manner inconsistent with their intended uses.
- Control of lights, thermostats, other equipment, and locking and unlocking of the doors are the responsibilities of the Parks and Recreation Department only.
- Outside Vendors shall be pre-approved by the Parks and Recreation Department Supervisor, or designee. It is the Applicant's responsibility to provide the venue with a list of outside rental equipment being brought into the facility.
- The Village of Royal Palm Beach is NOT responsible for any personal property, including flowers, food, and decorations, which is placed upon the premises of the facility (both inside and out) by the Applicant or any of their employees, agents, representatives, vendors, volunteers, group members or guests.

Alcoholic Beverages

- Alcohol is permitted, but cannot be sold without an alcohol permit, which must be purchased from the State of Florida Department of Business & Professional Regulation, a division of Alcoholic Beverages & Tobacco. A \$1,000,000 Liability Insurance Policy is required, and must list the Village of Royal Palm Beach as an additional insured at **1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411**. If you will be selling alcohol, you must supply the Village with a copy of your alcohol permit and Certificate of Insurance ("COI") no later than ten (10) calendar days prior to your event. **When alcohol is served at events, the Applicant is required to hire a Palm Beach County Sheriff's Office ("PBSO") Deputy.** Depending on the type of alcohol usage, the Applicant will have to complete Exhibits A and B and return the forms to Village Staff no later than ten (10) calendar days prior to the date of the event. Bartenders are required to complete the **Bartender Agreement** (Exhibit B) and post a sign that stating that nobody under the age of 21 will be served. The Bartender's Driver's license will be copied onto the Bartender's Agreement. Bartenders are required to check identification when alcohol is served. Drinking by minors (individuals under 21) will NOT be tolerated. If a minor is served, your event will be shut down and PBSO will be notified. The use of open containers or consumption of alcoholic beverages outside of the designated rental areas (i.e., the parking lot) is strictly prohibited.

Amplified Sound

- Music and public address systems must comply with the Village's Code of Ordinances regarding permissible noise levels in public places. Sounds, amplified or not, must be kept confined to the rental facility property. Small personal music devices such as radios and CD players are permitted; however, sound should not travel 100 feet beyond the reserved pavilion or facility.

Cigarettes/Cigars/Vapes

- **ALL Village facilities are Smoke-Free.** Smoking is defined as any nicotine, herbal, nicotine free, or medical marijuana product used or in the form of cigarettes, cigars, e-cigarettes, hookah pens, vaping, mod devices or any other simulating smoking device. Designated smoking areas are located outside of Village facilities along with appropriate smoking receptacles.

Facility Safety

- For the safety of our guests, Palm Beach County Fire Rescue ("PBCFR") has set a maximum capacity limits for each rental area. Should an event exceed the maximum capacity, the staff of the facility has the right to call the Fire Marshall and/or demand that a) the event contact ask for guests to leave the facility until the capacity is met; OR b) require that the event be immediately shut down if determined by PBCFR. If the event is shut down due to overcapacity, or due to Applicant's failure to reduce the number of guests so that capacity is met, there will be a forfeiture of all monies paid. In the event of a fire alarm, the building is to be evacuated immediately. Re-entry shall only be permitted with the authorization of the senior fire official on scene. Exit signs are located throughout each facility. If the fire alarm system is activated, the system will automatically shut down the air conditioning units throughout the facility.

Post Event/Liability and Damages

- After the event, a post event walk-through will be performed. Village Staff will visually inspect the building immediately following the function with the Applicant or his/her authorized member of the group, if one is available. Staff will review the facility for possible damage or problems. Provided there are no deductions, a deposit refund requisition will be sent to the Finance Department and a check will be issued to the individual listed on the Facility Rental Agreement. This deposit refund process takes up to thirty (30) calendar days to process.



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- If there are any deductions to the deposit, the Applicant will be contacted to discuss any damage noted during the walk-through or additional damage found, and what course of action will be taken. All Village Staff decisions on deposit refunds shall be final. Once the deductions have been made, a deposit refund requisition will be sent to the Finance Department and a check will be issued to the individual listed on the Facility Rental Agreement. This refund process and timing will vary depending upon the assessed damage and repairs.
- The Applicant shall be fully responsible for the replacement or repairs of any part of the buildings or its contents therein which become broken, defaced or damaged as a result of the rental. The Applicant shall leave the facility and its contents in the same condition in which the group found them. The Applicant is solely responsible and answerable for any and all accidents, damage, or injuries to persons or property resulting from use of the facility. The Applicant is solely responsible and answerable for any and all actions that arise from the event and the Applicant agrees to reimburse the Village for damages that exceed the Damage Security Deposit amount.

Minors

- Events for groups composed of minors (individuals under 18 years of age) will be issued only to adults who accept responsibility for supervising them throughout the entire period covered by the permit. A reasonable number of adults will be required to insure adequate supervision. For example, the Village may require one (1) adult per ten (10) children if the children's ages range from 10-18 years; one (1) adult per seven (7) children if the children's ages range from 5-9 years; and one (1) adult per five (5) children if the children's ages range from 0-4 years.

Contract Labor

- Agreements with caterers, entertainers, photographers and all other outside vendors are the responsibility of the facility rental Applicant. These vendors include caterers, bands, disc jockey, florists, etc. Please ensure that all outside vendors are properly licensed and insured, and that they can provide the Village of Royal Palm Beach with sufficient proof of licensing and insurance upon request. Caterers utilizing the kitchen/prep area will be responsible for cleaning up (removal of all supplies, trash, prep counters and refrigerator if applicable) the area at the conclusion of the event. Deduction of the Damage Security Deposit will occur if the kitchen is not left clean or if there is damage to any of the area/equipment.

Permits

- Please note that Facility Rental Agreements are non-transferable and are valid only for the date/times specified within.

Violations

- Violations of any of these rules, in the Village's sole determination, by any Applicant, or Applicant's vendors, volunteers, group members, guests, representatives, employee or agents, shall subject the Applicant's Facility Rental Agreement and use or possession of the Village facility to immediate cancellation, ejection, and forfeiture of all monies paid.

Cultural Center Amenities

The Cultural Center consists of two (2) main areas: the Grand Ballroom with a prep kitchen and Full Banquet Room with a prep kitchen, all of which have their own unique qualities and rules.

- **Grand Ballroom:** This 4,500 square foot room is equipped with a stage, sound system, three (3) fixed screens, and three (3) fixed projectors. The auditorium has the seating capacity for 295 banquet style or 642 theater style and almost anything in between. The Grand Ballroom is conveniently located adjacent to the kitchen, which can only be accessed by a licensed caterer. Tables and chairs are available with the rental of the Grand Ball Room. The Village currently has 60-inch round tables that can seat 6-8 people per table, as well as 8 foot banquet tables. There are also approximately 500 upholstered, cushioned chairs.
- **Full Banquet Room:** This 2,400 square foot room is equipped with four (4) 70 inch TVs. The seating capacity is 160 banquet style or 340 theater style. The Full Banquet Room can be divided into four (4) separate meeting rooms. These rooms can be divided by light duty walls. The capacity for each room is 40 banquet style or 85 theater style. Applicants can also rent Half of the Banquet Room (2 meeting rooms combined). The combined capacity is 80 banquet style or 170 theater style.

Sporting Center Amenities

The Sporting Center consists of two (2) rental areas: The Banquet Room and the Banquet Garden.



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- **Banquet Room:** This 3,100 square foot area is located on the third floor overlooking Commons Park and is equipped with an elevator to transport guests, deliveries and catered food. Please note that the rental consists of the third floor ONLY. The First Floor is for Authorized Personnel ONLY and the Second Floor is for the general public. Fryers, grills, broilers, ovens, propane stoves, burners and hot plates are **NOT PERMITTED**. Tables and Chairs are available with the rental of the Banquet Room or you have the option of renting your own tables and chairs. Please note, all outside tables and chairs must be removed by the end of your rental, or you will forfeit your Damage Security Deposit. The Village currently has 60-inch round tables that can seat 6-8 people per table, as well as 8-foot banquet tables. This space has a seating capacity of 140 banquet style. The outdoor Wedding Pavilion area is included with every Banquet Room Rental. **ONLY VILLAGE OF ROYAL PALM BEACH STAFF IS AUTHORIZED TO OPEN THE WINDOWS.**
- **Banquet Garden:** This outdoor space overlooks the Great Lawn at Commons Park. The capacity for this area is 140 persons. Tables and Chairs are available with the rental of the Banquet Garden or you have the option of renting your own tables and chairs. Please note, all outside tables and chairs must be removed by the end of your rental, or you will forfeit your Damage Security Deposit. INCLEMENT WEATHER ONLY, the Applicant may reschedule their event to a later date by calling (561) 790-5140 and leaving a message or emailing Sylvio Pierre-Louis at spierrelois@royalpalmbeach.com. The voicemail or email must be received at least thirty (30) minutes prior to the scheduled start time of the event. All events are based on facility availability. There will be no refunds.

Recreation Center Amenities

- The Recreation Center is a 32,500 square foot facility that offers a variety of programming and activities. The facility is equipped with a 10,000 square foot gymnasium and a 3,000 square foot multi-purpose activities room. The facility also includes a fitness center, two (2) meeting rooms, two (2) dance rooms, a kitchen and an early childhood classroom.
- For more information regarding the Recreation Center or to rent a room call (561) 790-5124.

Pavilion Rentals

- Inflatables are permitted inside COMMONS PARK ONLY. All inflatable requests must be made in person at the Village's Recreation Center. The Applicant must submit a copy of the company's insurance certificate naming the Village of Royal Palm Beach as an additionally insured at the time of application. They must also submit a receipt showing that they have a current agreement with the vendor and pay a fee of \$50 per inflatable to the Village. If the insurance certificate, the proof of purchase, or the money is not paid three (3) business days prior to the reservation/event, Village staff will not allow set-up of the inflatable. Electric will not be provided, a generator is required for all inflatable reservations. Each inflatable should have a maximum of 6-8 participants inside the structure at a given time and must have constant adult supervision. Inflatables cannot exceed 18'(W) x 32'(L) x 24'(H) in size. Please note that your inflatable must be removed from the park at the conclusion of your reservation
- Water features and mechanical rides are NOT PERMITTED. If the electric is not working, it does not constitute for a refund
- In the event that the pavilion is occupied by another party during your reserved timeslot, please inform them that the pavilion is reserved and show them your permit. If they refuse to leave, please call our Parks Maintenance Hotline at (561) 284-0017 and inform Village Staff of the situation. If the situation cannot be remedied, call the Palm Beach County Sheriff's Office ("PBSO") at (561) 790-5180.

Note: The Applicant should always have a copy of their permit on hand at the time of their reservation.

I HAVE RECEIVED, READ, AND UNDERSTAND THE ABOVE RULES AND REGULATIONS AND AGREE TO ABIDE BY ALL OF THE ABOVE.

Applicant Name (print): _____

Applicant Signature: _____ Date: _____



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Facility Use Application

THIS SHEET SHALL BE ATTACHED TO THE FACILITY RENTAL AGREEMENT

Applicant's Name: _____ E-mail: _____

Rental Date of Event: ___/___/___ Rental Time: _____ am/pm to _____ am/pm

Address: _____

City: _____ State: _____ Zip: _____

Person in Charge of Event: _____ Title: _____

Phone Numbers: (C) _____ (H) _____ (O) _____

Group/Organization: _____

Not-for-Profit Organization: Yes / No
(Circle One)

Additional or Secondary Contact: _____ Phone: _____

Function Type: _____

Private: ___ Resident ___ Non-resident ___ Business ___ Not-for-Profit (certificate required)

NOTE: The Village is under no obligation to process or allow last minute changes to the reservation. _____
(Applicant's Initials).

Number of Attendees/Participants: _____

Cultural Center Room Choices (check one): ___ Grand Ballroom ___ Full Banquet Room ___ Half Banquet Room
___ Colony (A) ___ Willows(B) ___ La Mancha(C) ___ Crestwood(D)

Sporting Center Room Choices (check one): ___ Banquet Room ___ Banquet Garden ___ Wedding Pavilion

Pavilion Location # _____

Recreation Center: _____

Room(s) Requested: _____

Will Alcoholic Beverages be served? YES _____ NO _____

(If yes, it is the Applicant's responsibility to hire a PBSO Deputy to be on the premises during the event)

Caterer: Name _____ Phone: _____

(Must be registered with the Village)



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PLEASE INITIAL ON THE LINE TO THE LEFT OF EACH STATEMENT

- I am 18 years of age or older.
- I certify that there are no misrepresentations, omissions of falsifications in the foregoing statements and answers, and that entries made by me are true, complete and correct.
- I agree and consent in advance that Applicant's reservation for the use of this facility may be cancelled by the Village without cause or hearing, if any of the information provided by me contains any misrepresentation or falsification, or if any material information has been omitted.
- I understand that the completion of this application does not constitute a reservation. No meeting or event is confirmed or placed on the calendar until a written Facility Rental Agreement is signed and a 50% booking deposit (plus tax) is provided to the Village.
- I understand that I must reserve sufficient time for set-up, decorating time, accepting all outside deliveries (cake, caterers, and musicians), receiving outside rental equipment and breaking the event down.
- I understand that if I do not leave the facility in its original state as defined in the Facility Rental Agreement by the time specified in the Facility Rental Agreement, I will forfeit my security deposit.
- The Village allows for one (1) date change request at no additional charge to the Applicant. Such request must be submitted in writing no later than ninety (90) calendar days prior to the original scheduled event.
- I understand that for events where alcohol is made available, I am required to hire a uniformed PBSO Deputy to be on the premises and remain on the premises for the duration of the event.
- I understand that in the event that PBSO is unable to provide a Deputy, it is my obligation to hire a security company and obtain an insurance certificate naming the Village as an additional insured. I also understand that I must submit written notification from PBSO stating they are unable to provide a deputy, an insurance certificate naming the Village as an additional insured from the hired security company and the receipt of purchase to the Village at least fourteen (14) calendar days prior to the event. If it is not received, staff will not allow alcohol on the premises. No Exceptions.
- I understand that if a caterer is being used, such caterer **must** register with the Village, and **must** provide the Village with a copy of said caterer's license and insurance listing the Village of Royal Palm Beach as an additional insured for an amount of not less than \$1,000,000.
- I understand that no tickets are to be sold at the door, nor any admission charge made except as expressly authorized by the Village permit.
- Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.
- Domesticated animals are allowed on park property. Said animals must be restrained at all times at a distance not greater than six (6) feet in length from their handler.
- No swimming or wading is permitted within Village of Royal Palm Beach waterways per Code of Ordinances Section 17-14.
- Parks owned by the Village of Royal Palm Beach Are Smoke and Alcohol Free; therefore, smoking and drinking are NOT PERMITTED.
- The Village of Royal Palm Beach is NOT responsible for any property, including decorations, which are placed upon the premises of any Park Complex (inside or outside) by the Applicant or their agents. Village Staff will NOT accept items delivered before or hold for pick-up after your event. All decorations must be taken down immediately after your event. All trash must be picked up and placed in an appropriate trash receptacle before leaving the premises.

If this application is approved, a permit will be issued to the Applicant, and the Applicant will be subject to the use agreements, rules and regulations of the Village. If this application is denied, the Applicant will be so notified in writing.

Applicant Name (print): _____

Applicant Signature: _____ Date: _____



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Fee Proposal

THIS SHEET SHALL BE ATTACHED TO THE FACILITY RENTAL AGREEMENT

This Proposal is being prepared for: _____

Resident / Non-resident	Profit/Not-for-Profit	Date:	Time:
Facility Requested:		# Participants:	
Type of Function:			
Room(s) Requested:			

Base Fees:

Facility Charge: \$ _____ per hour x _____ hours: \$ _____

Equipment Charge: \$ _____ per hour x _____ hours: \$ _____

Cultural Center Only: (___ Piano (\$250), ___ Dance Floor (\$250)

Catering Charge: \$ _____

(___ \$200 Grand Ballroom, ___ \$100 Full Banquet Room, ___ \$50 Half Banquet Room)

Damage Security Deposit: \$ _____

Damage Security Deposit Refund Address: _____

Inflatable Fee (\$50 - Commons Only): \$ _____

Additional Staff Hours \$ _____ x _____ hours \$ _____

SUB TOTAL: \$ _____

Convenience Fee if using Credit Card (2.5%) \$ _____

+ TAX (_____ %) \$ _____

TOTAL RENTAL FEES: \$ _____

- 50% BOOKING DEPOSIT (due on booking date): \$ _____

BALANCE DUE: \$ _____

DUE DATE: ____/____/____ (thirty (30) calendar days prior to event)

DATE PAID: ____/____/____

**NOTE: ALL FEES MUST BE PAID IN FULL NO LATER THAN THIRTY (30) CALENDAR DAYS PRIOR TO EVENT!
THIS IS A PROPOSAL AND DOES NOT CONSTITUTE A RESERVATION.**

Applicant Signature: _____

Date: _____



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Facility Rental Agreement

This Facility Rental Agreement ("Agreement") is made this _____ day of _____, 20____, between the Village of Royal Palm Beach (the "Village") and _____ ("Applicant").

The Village agrees to issue a permit for the _____ located at _____, Royal Palm Beach, FL 33411, for the sum of \$_____ plus sales tax (the "Total Rental Fee"), to be used for the purpose of a _____ and for no other purpose whatsoever commencing at _____ am/pm on the _____ day of _____, 20____ and terminating at _____ am/pm on the _____ day of _____, 20____ (the "Rental Period").

Additionally, the parties agree as follows:

1. *Applicant* shall pay the *Village*, on or before **5:00pm** on the _____ day of _____, 20____, a Damage Security Deposit of \$_____ in addition to the Total Rental Fee or Permit Fees. Depending on the event, the Damage Security Deposit will be collected prior to the rental.
2. *Applicant* shall not injure, damage in any manner, nor deface the premises, and shall not drive or hammer nails, hooks, locks or screws into any part of the building or make any alterations of any kind to the facility. *Applicant* shall cause the premises to be kept clean, safe and well cared for during the Rental Period, and shall return the premises to the *Village* in the same condition as they were in at the commencement of the Rental Period. This will depend on the report submitted by the building attendant, which will be reviewed with you at the end of your rental. The Recreation Center Superintendent will also review this report. In the event the facility is NOT damaged, and is kept in a clean, safe and orderly fashion, as determined in the sole opinion of the *Village*, the Damage Security Deposit shall be refunded within thirty (30) calendar days. **NOTHING SHALL BE AFFIXED TO WALLS WITHOUT THE VILLAGE'S PRIOR WRITTEN PERMISSION.**

If, during the term of this permit, the facility should be damaged by the act, default, or negligence of the *Applicant*, or any of its employees, agents, representatives, vendors, volunteers, group members, or guests, in the sole opinion of the *Village*, then *Village* shall have the right to apply to the Damage Security Deposit to cover such damage. *Applicant* shall be responsible for any costs or damages incurred by the *Village* to replace, repair or restore *Village* property when the Damage Security Deposit is insufficient. *Applicant* shall immediately pay to the *Village*, upon demand by the *Village*, such sums as shall be necessary to restore the premises to their previously existing condition, and repair any damage to equipment and other *Village* property. The *Applicant* assumes full responsibility for any damage caused to the facility by its employees, agents, representatives, vendors, volunteers, group members, or guests during the period of this permit.

3. In the event the *Village* receives a written notice of cancellation, *Applicant* agrees to the following:

Explanation of Fees:

Booking Deposit: 50% of the total Rental Fee due at the time the Facility Rental Agreement is signed.

Damage Security Deposit: \$_____ due no later than thirty (30) calendar days prior to scheduled event date.

Total Rental Fee Balance Due: must be paid **IN FULL** thirty (30) calendar days prior to scheduled event date.

- All cancellation notices shall be in writing and signed by the *Applicant*.
- If written cancellation notice is received by the *Village* sixty (60) or more calendar days prior to the scheduled date of the use of the facility, the *Applicant* shall forfeit 50% of the Booking Deposit to the *Village*.
- If written cancellation notice is received by the *Village* thirty-one (31) to fifty-nine (59) calendar days prior to the scheduled date of use of the facility, the *Applicant* shall forfeit 100% of the Booking Deposit to the *Village*.



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- If written cancellation notice is received by the Village thirty (30) calendar days or less prior to the scheduled date of use of the facility, *Applicant* agrees that no refund of any Booking Deposit, Total Rental Fee Balance Due or Damage Security Deposit shall be made, and all fees collected by the Village shall be forfeited to the *Village* as liquidated damages.
4. *Applicant* shall pay on demand any sum which may be due for additional services, accommodations, or materials furnished or loaned by the *Village*.
 5. *Applicant* shall comply with all laws of the United States, the state of Florida, all ordinances of the *Village* and Palm Beach County, and all rules and requirements of the Palm Beach County Sheriff's Office and Palm Beach County Fire-Rescue. *Applicant* also shall obtain and pay for any necessary permits and licenses, and shall not do, cause to be done, nor allow to be done anything on the premises during the term of this lease in violation of any laws, ordinances, rules or other requirements. *Applicant* further shall abide by and conform to all rules and regulations adopted by the *Village* for the use of the facility, as amended from time to time.
 6. The *Village* reserves the right to eject or require ejection of any person or persons from the facility, and upon the exercise of this authority, the *Applicant* waives any right or claim for damages against the *Village*. Additionally, violations of any of the *Village's* facility rules and regulations by any *Applicant*, or *Applicant's* employees, agents, representatives, vendors, volunteers, group members, or guests shall subject this Agreement and *Applicant's* use or possession of the *Village* facility to immediate cancellation, ejection, and forfeiture of all monies paid.
 7. Any authorized representative of the *Village* may enter the facility at any time. *Applicant* agrees and understands that in the event that *Applicant* does not vacate the facility and restore same to its original state at the termination of the Rental Period (i.e., remove all decorations and trash, etc.), *Applicant* shall forfeit the \$_____ Damage Security Deposit. "Original state" shall mean the state and condition of the facility at the time of the pre-event walk-through. *Applicant* agrees and understands that if the property is still occupied after the event time expires, *Applicant* shall forfeit the \$_____ Damage Security Deposit. *Applicant* also agrees and understands that the *Village* shall have the right to have *Applicant* remove from the facility all personal property remaining at the termination of the contracted Rental Period and dispose of such property as trash.
 8. No portion of the sidewalks, entries, passages, or access to public areas of the facility shall be obstructed by the *Applicant*, or used for any purpose other than for ingress or egress of the premises.
 9. In the event of litigation, trial or appellate, between *Applicant* and the *Village* relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.
 10. *Applicant* shall not assign this Agreement nor offer any use of the premises for any other purposes than specified in this Agreement.
 11. In the event that that facility shall be destroyed or damaged by fire or any other causes, this Agreement shall terminate, and the *Applicant* waives any claim for damages or compensation except for the return of all fees and/or deposits paid to the *Village*.
 12. This Agreement shall be construed pursuant to the laws of the state of Florida. Should any disputes arise from this Agreement, venue shall lie in Palm Beach County, Florida.
 13. This Agreement is binding upon the parties hereto their heirs, successor and/or assigns.



Facility Rental Application

- 14. This Agreement shall not be construed against the party who drafted the same.
- 15. All terms and conditions of this permit shall be binding upon the parties, their heirs, successors and assigns and cannot be varied or waived by any representations or promises unless the same be in writing, signed by the duly authorized agent or agents who executed this Agreement, and attached as a written addendum to this Agreement.
- 16. In consideration of being permitted to enter upon and use the facility as provided for herein, *Applicant* and its legal representatives, heirs, successors and assigns, hereby agrees to release, waive, discharge, defend, indemnify, and hold the *Village* harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the *Village* by reason of any damage to property, or bodily injury, including death, sustained by any person, and which claim, demand, suit, loss, cost expense or damage arises out of or is incident to or in any way connected with this permit or the condition of the facilities, through the fault of caused by the *Applicant*, its employees, agents, representatives, vendors, volunteers, group members, or guests. Any person allowed access to the facilities by *Applicant*, its employees, agents, representatives, vendors, volunteers, group members or guests, shall be deemed a guest of the *Applicant*. This indemnification is supported by adequate consideration. *Applicant* expressly agrees that this paragraph is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is hereby agreed that the balance shall continue in full force and effect.

By my signature, I agree to comply with all rules, regulations, laws and ordinances of the Village of Royal Palm Beach and the Parks and Recreation Department in regard to the rental and/or use of facilities and agree to the indemnification above. THANK YOU FOR YOUR COOPERATION

- 17. Special Provisions: LICENSED SECURITY PERSONNEL REQUIRED: YES / NO
- 18. The following documents and exhibits are hereby incorporated into this Agreement by reference and shall be considered a part thereof (Please initial that you have received the following):
 - _____ Facility Rental Rules and Regulations
 - _____ Facility Use Application
 - _____ Fee Proposal
 - _____ Exhibit A: Guidelines for Permit Holders (Alcohol Consumption/Sales)
 - _____ Exhibit B: Bartender Agreement
 - _____ Facility Layout

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

Applicant

Signature: _____
 Print Name: _____
 Title: _____
 Address: _____

Village of Royal Palm Beach

Signature: _____
 Print Name: _____
 Title: _____
 Address: 1050 Royal Palm Beach Boulevard
 Royal Palm Beach, Florida 33411



Facility Rental Application

EXHIBIT A

Guidelines for Permit Holders (Alcohol Consumption/Sales)

As the contact person for a Facility Use Permit, your group can be held liable, among other things for injuries and damages arising from failing to adhere to the State of Florida Division of Alcoholic Beverages and Tobacco One/Two/Three Day Permit or Special Sales License. These conditions include serving someone to intoxication, serving someone who is already intoxicated, serving minors, and failing to prevent impaired individuals from driving. In order to help reduce your group's risk of liability, the following guidelines should be adopted:

1. Supervise the entrance(s) to screen for identification and to ensure underage, intoxicated, rowdy or potentially troublesome patrons are not allowed entrance. It is easier to prevent problems if such people are not admitted to your event.
2. Supervise the exit(s) to take reasonable steps to prevent impaired people from driving. These reasonable steps can include using a designated driver either from the non-drinking participants at the event or from your group of volunteers/helpers. Alternatively, it can consist of a taxi paid by either your group or the participants. If these efforts fail, staff will call the Palm Beach County Sheriff's Office and attempt to detain impaired drivers.
3. A uniformed PBSO Deputy must be hired and remain on premises for the duration of the event.
4. In order to reduce the level of intoxication and the rate of consumption, your staff/volunteers should encourage patrons to consume food, low-alcohol beverages and non-alcoholic beverages.
5. In order to reduce the risk of intoxication, do not serve oversized drinks, double shots of spirits, or beer in pitchers. Do not allow drinking contests, volume discounts, or other marketing practices which encourage increased alcohol consumption.
6. If tickets are purchased for drinks, refund unused tickets for cash on request. To do otherwise encourages increased consumption and intoxication.
7. Ensure the facility is adequately lighted, signs are visible, and stairs are clear. As the occupier of the premises, your group is required to ensure the physical setting is safe for both drinkers and non-drinkers. Your group may be held liable if an accident occurs due to the physical set-up of the facility or areas.
8. Prevent patrons from engaging in activities that can harm themselves or others. As the organizer, you must take reasonable steps to prevent foreseeable harm whether patrons are intoxicated or not.

Applicant's Signature: _____

Date: _____



Facility Rental Application

EXHIBIT B Bartender Agreement

Event Date: _____

Applicant / Permit Holder: _____

Bartender's Name: _____

Bartender's Address: _____

City, State, Zip: _____

Phone Number: _____

Please note:

- Bartenders are required when alcohol is being served
- Bartenders are required to check identification
- Drinking by minors (persons under 21) will not be tolerated
- You must obtain a Palm Beach County Sheriff's Deputy for your event
- If the Rules and Regulations are not adhered to, the event will be shut down

As a bartender, I will take full responsibility and I will be accountable for the guests that I am serving alcohol to.

Bartender Signature: _____ Date: _____

It is required that a color copy of the bartender's driver's license be attached to this form.