

AGREEMENT FOR TEMPORARY USE OF CENTENNIAL BUILDING CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER):

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

DATE(S) REQUESTED: _____ TIME(S) OF EVENT: _____

TYPE OF EVENT IN DETAIL: _____

PROPOSED # OF PEOPLE ATTENDING EVENT: _____

Please check the following boxes that apply to your event: ☐ Alcohol ☐ Artists/Vendors ☐ Tax Exempt

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Centennial Building to User on the date(s) set forth above.

All Users be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. The City shall:

- a. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- b. Not be responsible for damages, accidents, or injury that may happen to the User or their agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above-described activity during the period covered by this agreement.
- c. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- d. The activities of the City have priority, and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. The User shall:

- a. Take the premises as they are found at the time of occupying by the User.
- b. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and materials owned by the User. The City assumes no liability for the User's equipment and materials.

- c. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- d. Indemnify the City and hold it harmless from any liability, including court costs and attorney fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that the User's use of the premises includes a performance or performances which might be subject to a license fee payable to any organization such as ASCAP or BMI, the User shall be responsible for such fee and will indemnify and hold the City harmless in the event that any such fee is assessed against the City.
- e. Not load or unload any equipment, furniture, tables, or chairs through the front entrances. The User acknowledges that only the side doors may be used to load or unload aforementioned items.

3. Payment of Charges:

- a. All payments and deposits must be made by check or money order payable to the "City of Port St. Joe" and paid in full before the facility is reserved.
- b. All payments will be delivered to the City as of the date of the execution of this Agreement.
- c. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. The following Regulations shall be followed:

- a. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- b. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, the User is responsible for its replacement costs.
- c. Alcohol Permits and/or Certificates of Liability Insurance must be provided to the City before rental when alcohol is allowed at the event.
- d. Certificates of Liability Insurance must be provided to the City before facility is reserved for all large events.
- e. A trash plan must be in place for all events and given to the City at the time the facility is reserved.
- f. A security plan must be in place for all large events and given to the City at the time the facility is reserved.
- g. All lineups of artists and/or vendors must be provided to the City at the time the facility is reserved.
- h. The premises shall not be marked upon, painted, cut, drilled, taped, glued, nailed or screwed into, or in any way defaced on the walls, ceiling, partitions, stage, drapes, window coverings or floors of the premises or buildings. Any defacement, damage, or injury caused will be the responsibility of the User who signed this application.
- i. All chairs and tables must have rubber tips to protect the floor.

5. Deposit Guidelines:

- a. Deposits will be cashed immediately, and a refund check will be issued once the following items have been addressed after the rental date(s).
 - i. All lights were turned off after the event
 - ii. All A/C Heating units must be turned back up to a temperature of 77°
 - iii. All trash and decorations have been removed and placed in outside dumpsters
 - iv. The premises have been left secured
 - v. No damage to the property
 - vi. All the tables and chairs were folded and returned to the location where they were found. *Do not remove table and chairs from premises – make any party planners aware they are the property of the City*

- vii. Keys must be returned to City Hall no later than 12:00 p.m. (noon) the day after the event. If the event occurs on a weekend, there is a drop box behind City Hall where the keys can be returned.

All buildings are inspected by a city employee prior to, and after each event. Items not found in satisfactory condition after the event will result in a forfeiture of the deposit.

Deposits will not be returned on cancellations unless requested 30 days before the scheduled rental

6. Acknowledgement:

- a. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- b. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- c. I, _____ (person requesting permit), a citizen of the State of Florida and the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party with believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.
- d. _____(initials) My signature on this document ensures that I am the person responsible for this entity.

User Printed Name

Date

User Signature

For Office Use Only

Approving Authority

Date