



Facility Use Agreement

Date of Application: _____

(Check those that apply)

____ Eatonville Resident ____ Non-Resident ____ Continuous Group

____ Community Organization ____ Non-Profit ____ Civic Club ____ Other

Name: _____ Telephone: _____

Address: _____

Facility Request Date(s): _____

Event Hours: _____ (include set up and break down)

Type of Event: _____

Estimated number of guests: _____ Vehicles: _____

Facility to be Utilized (Check those that apply)

____ Denton Johnson ____ Swimming Pool ____ Picnic Pavilion ____ Catalina Park ____ Lake Lovely ____ Elizabeth Park ____ Town Hall

____ Cafeteria

Circle yes or no for the following questions

Will fireworks, amusement rides or pyrotechnics be used? Yes or No

If yes, explain _____

Will admission be charged? Yes or No

If yes, explain (cost per person, donations and solicitations) _____

Will food, goods, or services be sold at the event? Yes or No

If yes, explain _____

Will live or recorded music be used? Yes or No

If yes, explain _____

Will the facility be used for commercial filming or photography? Yes or No

If yes, explain _____

Will alcohol beverages be dispensed, or permitted? Yes or No

If yes, explain _____

***THE SALE OF ALCOHOL BEVERAGES IS NOT PERMITTED**

Does the organization have current liability insurance for these activities? Yes or No

If yes, give type of coverage, the amount, and carrier information

Name of Organization: _____

Community Organizations must provide the following documents:

- ____ Community Based Organization Verification Form
- ____ Proof of 501-C3 status registered under Internal Revenue Service
- ____ Tax exempt status registered under Department of Revenue
- ____ Statement that event is free and open to the public
- ____ Overview and mission statement of the organization
- ____ Letter how this event will benefit the Eatonville Community

Insurance Liability

A valid insurance certificate is required for use of any town facility. The insurance certificate must afford one million dollars (\$1,000,000.00) of general liability coverage per occurrence and contain the following information:

General liability coverage (property and bodily injury) as evidenced by an insurance certificate with an endorsement naming the Town of Eatonville as ADDITIONAL INSURED, and guaranteeing 30 days prior notice to change or cancellation of the policy.

Use of any facility will not be permitted unless a valid insurance certificate has been received by no later than thirty (10) business days prior to the first scheduled date of use of the gym or other facility.

1. The permit holder shall be responsible for any and all damage to the Town's facilities, equipment and/or property. If additional maintenance is deemed required (in excess of normal services/time) to restore the premises, equipment and/or property to reasonable use by others the permit holder shall be charged accordingly.
2. The Town disclaims responsibility for any accident, injury, liability, loss or damage to person or property as a result of unauthorized facility or gym use.
3. The permit holder will be responsible for all actions and omissions that result in damages that are caused by their attendees.

A. Hold Harmless / Insurance Agreement

The contractor, vendor, organization or user hereby promises and agrees to indemnify and save harmless the Town of Eatonville, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions including attorney's fees for trial and appeal, of any kind and nature arising or growing out of in any way connected with the performance of the Agreement whether by act or omission of the Contractor-Vendor, Officers, agents, servants, employees or others.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for changes incurred and supply a "Certificate of Insurance" to the Recreation Department no later than ten (10) calendar days prior to program/event date.

Copyright Law: Licensee assumes all cost arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processed or dramatic rights used on or incorporated in the conduct of any event covered under the agreement and licensee agrees to indemnify and any parented trademark or copyrighted materials, equipment, devices, processes or dramatic from any such suit or action, regardless of whether it be groundless or fraudulent.

B. Licensee Acknowledgement

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement or cancellation of the event by the Town of Eatonville. In addition, an individual may be subject to prosecution under the Town's Code of False Information.

Licensee Signature: _____ Date: _____

General Rules & Regulations:

All Town of Eatonville Municipal Codes/Regulations apply to all Town Facilities.

1. Office Hours: Monday through Friday, 8am until 5pm. To contact the office, call 407-623-1166.
2. A refundable cleaning and damage deposit is required. Any additional fees such as cleaning, damages, staff time, room time will be deducted from the cleaning/damage deposit. Any charges incurred to return the venue to its original condition would be deducted from the cleaning/damage deposit.
3. The Town reserves the right to cancel an approved reservation due to maintenance needs, overuse of facility, unsafe conditions, or due to a conflict with a Town event. In these cases, all attempts will be made to provide a minimum of 15 days advance notice and to provide an alternate location. In the event of an emergency, when only short or no notice can be provided, groups must cooperate with the request to not use the facility or risk loss of current permit and denial of future use. If there are no alternate facilities available, the Town is not obligated to provide an alternate facility. In case of such event, a full refund will be given.
4. The Town of Eatonville encourages partnerships and volunteerism to improve facility quality and maintenance; however, in the absence of a written agreement, donations and/or contributions of time, does not give any organization priority at any facility. Groups wishing to make alterations to facilities must submit these improvement requests in advance to the Town. No groups will be allowed to make any alteration to any facility without first obtaining the Town's approval.
5. The Town of Eatonville or the customer has the right to cancel an event by giving a written notice 30 days prior to the event. Refunds will be honored for cancellations made in writing and received 30 days before the event. Cancellations made in writing and received less than 30 days before the event are entitled to a refund of the cleaning and damage deposit only. If the Town cancels a facility use permit, at no fault of the user, a full refund will be made.
6. All litter and debris that may occur as a result of your event must be picked up and deposited into trash or recycling receptacles, where provided, or removed from the premises.
7. All groups are responsible for the condition in which they leave the facility. Any excessive clean-up required by Town crews following your use will be cause for forfeiture of all or part of your damage deposit.
8. Amplified music, use of musical instruments, radios, or Public Address Systems must conclude by 9:00 p.m. Sunday through Thursday and by 11:00p.m. Friday and Saturday, and is allowed by permit only.
9. Complaints from surrounding neighborhood residents as to noise level, litter and debris, and disregard for use of parking regulations could result in cancellation of your reservation, forfeiture of security deposit, and denial of future facility use.
10. **SMOKING IS NOT PERMITTED IN ANY TOWN OF EATONVILLE BUILDINGS.**
11. The Town will NOT be held responsible for any articles left at the facility.
12. Maximum occupant loads are mandated by the Fire Marshall and posted maximum may not be exceeded.
13. Hours reserved should include the TOTAL time that the facility will be in use, including decorating time, total activity and clean up time, **ALL CHANGES IN ARRANGEMENTS MUST BE MADE IN WRITING.**
14. All rentals must hire one off duty Town of Eatonville police officer for the function if alcohol is to be served. The representative of the event who will sign the contract must be over the age of twenty-five (25) years of age.
15. Teen parties (persons under the age of twenty-one 21) must hire one off duty Town of Eatonville police officer as well as have one adult chaperone for every twenty persons attending.
16. The sponsor of any event held at a Town facility will be held responsible for the orderly conduct of those individuals participating and also to ensure that if alcohol is served, the consumption of the alcohol will only take place inside the building.
17. **The use of tape, nails, tacks or staples on the tables and walls is strictly prohibited.**

I have read and agree to abide by all of the rules and regulations regarding use of a Town of Eatonville recreational facility.

Signature: _____ Date: _____

Town of Eatonville Fee Schedule

Facility Rental Fees

Denton Johnson Center

Resident Rates

Refundable Deposit.....	\$100.00
First 2 Hours (2 hr minimum).....	\$50.00
Each Additional Hour.....	\$20.00
Kitchen Use.....	\$15.00
One Staff Hourly Rate (2 hour minimum).....	\$15.00
Insurance Fee.....	\$40.00
<i>Community Based Organizations.....</i>	<i>First 2 hours no fee</i>

Non-Resident Rates

Refundable Deposit.....	\$100.00
First 2 Hours (2 hr minimum).....	\$70.00
Each Additional Hour.....	\$30.00
Kitchen Use.....	\$20.00
One Staff Hourly Rate (2 hour minimum).....	\$15.00
Insurance Fee.....	\$40.00

Town Hall

Hourly Rate (2 hour minimum).....	\$25.00
One staff Hourly Rate (2 hour minimum).....	\$15.00

Swimming Pool

Resident Hourly Rate (2 hour minimum).....	\$25.00
Non-Resident Hourly Rate (2 hour minimum).....	\$35.00
Lifeguards Hourly Rate (2 hour minimum).....	\$15.00
One Staff Hourly Rate (2 hour minimum).....	\$15.00
Summer Camps (Per Child).....	\$5.00

Bus Rental

Summer Camps (Per Day).....	\$100.00
30 Miles Maximum	
Bus Driver Hourly Rate.....	\$10.00
(Organization must bring bus back with a full tank of gas)	

Additional Fees

Personnel Hourly Rate (2 hour minimum).....	\$15.00
Insurance.....	\$40.00
Police Officer Hourly Rate.....	\$40.00
Non-Refundable Application Cancellation Fee.....	\$25.00

For office Use Only

Facility _____	
Deposit.....	\$ _____
Facility Hours.....	\$ _____
Kitchen.....	\$ _____

Personnel/Lifeguards/ Police Officer\$ _____
 Pool.....\$ _____
 Insurance.....\$ _____
 Subtotal.....\$ _____
 Sales Tax 6.5%.....\$ _____
TOTAL.....\$ _____

Deposit Paid.....(-) \$ _____

BALANCE DUE.....\$ _____

Date Balance is Due _____

**Town of Eatonville
 Facility Use
 Alcohol Beverage / Teen Waiver**

Facility waiver applies to: _____

Name of Function: _____

Date(s) Requested: _____

Time of Event: _____

Estimated # of Guest: _____

Average Age of Guest: _____

Person Requesting Waiver: _____

Address: _____

Telephone: _____

Types of Alcohol Beverages: _____

Times Alcohol will be served: _____

***ALCOHOL IS ONLY PERMITTED INSIDE THE DENTON JOHNSON COMMUNITY CENTER**

***ALCOHOL IS NOT PERMITTED ANYWHERE ELSE ON THE GROUNDS**

***THE SALE OF ALCOHOL BEVERAGES IS PROHIBITED**

I, _____ will be responsible to see that those under the age of 21 do not drink alcoholic beverages. I have submitted a copy of this waiver to the Eatonville Police Department.

Authorized signature: _____ Date _____

Police Dept. Signature: _____ Date _____

Recreation Dept. Signature: _____ Date _____

