



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) Chairs Needed: _____

Type of Event: _____ Round Tables Needed: _____ Rectangle Tables Needed: _____

Estimated number of guests: _____ Vehicles: _____

Facility to be Utilized (Check those that apply)

_____ Denton Johnson _____ Picnic Pavilion _____ Frances Jerry Park _____ Lake Lovely _____ Elizabeth Park

Circle Yes or No for the follow 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: _____

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

If yes, provide a copy of a valid insurance certificate with the minimum coverage as outlined in Exhibit A attached here to.

Name of Organization: _____

Community Organization 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 stating 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) 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 policy.***

Use of any facility will not be permitted unless a valid insurance certificate has been received by no later than ten (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 then 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 park us.
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 hold harmless the Town of Eatonville, a municipal corporation, it’s officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs 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 all regulations governing the said facility.

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 into the conduct of any event covered under the agreement and licensee agrees to indemnify any patented trademark or copyrighted materials, equipment, devices, processes or dramatic from any such suit of 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:

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

1. Office Hours: Monday through Friday, 9am until 4pm. To contact the office, call 407-623-1223.
2. A 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 will be deducted from the 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 10 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 customer has the right to cancel an event by giving a minimum of 10 days advance written notice. If the Town of Eatonville cancels then a full refund will be honored. If renter cancels in writing prior to 30 days before the event, the deposit less the administrative fee will be refunded. Cancellations made in writing and received less than (30) days before the event will be charged a \$50 fee which will be deducted from the deposit.
6. All litter and debris that may occur because of the event must be placed 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 the Town staff following the use of the facility will be cause for forfeiture of all or part of your deposit.
8. Amplified music, use of musical instruments, radios, or Public Address Systems requires a permit, and if granted, must conclude by 9:00 p.m., Sunday through Thursday and by 11:00 p.m., Friday and Saturday.
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 deposit, and denial of future facility use.
10. **SMOKING IS NOT PERMITTED IN ANY OF THE 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 posed maximum may not be exceeded.
13. Hours reserved should include the TOTAL time the facility will be in use including set up, total activity and clean up time. **ALL CHANGES IN ARRANGEMENTS MUST BE MADE IN WRITING WITHIN 48 HOURS.**
14. All renters must hire one (1) off-duty Town of Eatonville police officer for every 100 guests, 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 (1) off-duty Town of Eatonville police officer as well as have one (1) 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 agrees to ensure that if alcohol is served, the consumption of the alcohol will only take place inside the building.
17. The use of tacks, nails, glitter/hard to remove decoration, or staples on the tables and walls is strictly prohibited. Deposit will be forfeited.

Town of Eatonville Fee Schedule

Facility Rental Fee

Residential Rates

Refundable Deposit.....	\$100.00
Application/Administrative Fee.....	\$100.00
First 2 Hours (Facility Fee).....	\$ 75.00
Each Additional Hour.....	\$ 30.00
Kitchen Use.....	\$ 50.00
Staff Hourly Rate (2 hour minimum).....	\$ 20.00
Insurance Fee.....	\$ 100.00
<i>ALL Community Based Organizations (Town of Eatonville).....2 Hour Facility Fee Waived</i>	

Non-Resident Rates

Refundable Deposit.....	\$100.00
Application/Administrative Fee.....	\$100.00
First 2 Hours (Facility Fee).....	\$125.00
Each Additional Hour.....	\$ 40.00
Kitchen Use.....	\$ 75.00
Staff Hourly Rate (2 hour minimum).....	\$ 20.00
Insurance Fee.....	\$100.00

Additional Fees

Police Officer Hourly Rate.....	\$ 50.00
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For Office Use Only

Facility _____

First 2 Hours Fee.....	\$ _____
Additional Facility Hours.....	\$ _____
Kitchen.....	\$ _____
Personnel.....	\$ _____
Police.....	\$ _____
Insurance.....	\$ _____
Application/Administrative Fee.....	\$ _____
Subtotal A.....	\$ _____
Sales Tax 6.5%.....	\$ _____
Subtotal B.....	\$ _____
Deposit.....	\$ _____
TOTAL	\$ _____
BALANCE DUE:	\$ _____

Date Balance is Due: _____

Amount Received: _____ Cash/Check/Money Order# _____

Received By: _____ Date: _____

HELPFUL INFORMATION

- To secure date and rental, 50% of the total rental fees are due at the time of rental reservation. The remaining balance is due (15) days prior to the event.
- If event is booked less than 15 days in advance, the total rental fees are due at time of rental to secure date and rental.

Q. How far in advance can I book a rental facility?

A. Reservations may be placed up to (6) months in advance with approved application.

Q. What is the process for reserving a rental space?

A. All rentals are first come, first served except for annual rentals, which have fifteen (15) days to post event to reserve the facility for the following year. A \$100.00 refundable deposit, per day, is required.

Q. When can I make a reservation?

A. Reservations may be made in person Monday through Friday between the hours of 9:00 AM and 4:00 PM at Town Hall located at 307 E Kennedy Blvd, Eatonville, FL 32751.

Q. Can you “pencil” in for a rental?

A. Courtesy holds may be accepted and help for a maximum of five (5) days with a completed rental agreement. All courtesy holds will expire on the 6th day without notice.

Q. How late can I stay?

A. Your event must end and all the guests/caterers/DJ’s, vendors, etc., must vacate the premises by the end of your rental period. We do not rent past 2 AM at the Denton Johnson Community Center/Park.

Q. What if we stay later than our rental period?

A. Any additional hours must be requested in writing no later than 5 days prior to the event date. Additional hours, if approved, will be charged at the hourly rate plus associated fees. Deposit will be forfeited if the event goes longer than the approved rented period.

Q. Will I receive a refund if we leave early?

A. No, you must plan your event accurately as possible.

Q. Are tables and chairs available?

A. Yes, tables and chairs are available for use inside of the building only and are included in the rental fee.

Q. Are there any restrictions?

A. Decorations within reason are allowed. You may only decorate the area you have rented. It is the lease’s responsibility to remove all decorations immediately after your event. You may not use tacks, nails, staples, etc., to attach decorations. Glitter and other confetti-like decorations are also not permitted. If any items are left, then the entire deposit will be forfeited. Please note that the rental facilities do not have storage space available for decorations.

Q. Can I choose my own caterer or vendors?

- A.** You may use any caterer of your choosing or do it yourself. The caterers and vendors that you hire are under the same time frame as the lessee and cannot enter before or after those hours. Please take this into consideration when determining the hours, you will need. The renter is responsible for any damage to the building caused by any vendor.
- Q.** Can I come anytime to view the buildings with my caterer/decorator/event planner?
- A.** Viewing the building outside of your requested rental hours is by appointment only. To schedule an appointment please call (407)623-1223, Monday through Friday, 9:00 AM to 4:00 PM.
- Q.** When can I have items delivered from my caterer, florist, DJ., etc.?
- A.** Caterers and vendors need to be scheduled according to the time periods granted in the facility rental agreement.
- Q.** Can I sell or provide alcohol during the event?
- A.** If alcohol is served a Florida Liquor License, insurance and additional security must be obtained. The use of alcohol directly or indirectly requires the hiring of at least one (1) Eatonville off-duty Police Officer. This must be approved by the Town and meet all State required guidelines. All questions concerning the use of alcohol at your event should be directed to the State of Florida Department of Business and Professional Regulations (DBPR). **(Please confirm before the event).**
- Q.** Can I have a live band or DJ?
- A.** Yes, however, please note that the Town does have a noise Ordinance. Please respect that the Denton Johnson Community Center is in a Residential area, all noise level must be kept inside the building. Please keep the exterior doors closed and contain the sound within the building.
- Q.** Where can my guests park?
- A.** the Denton Johnson Center parking lot that is shared with the Boys and Girls Club. Please be aware that other functions may be occurring in the area and the number of spaces available to your party cannot be guaranteed.
- Q.** Will I receive a key to the facility?
- A.** Keys are not provided to renters. Staff will provide access for you and your guests. The Town of Eatonville requires that a Town employee be on premises any time anyone is in the building. Town staff will only be scheduled to work during the hours of the rental.

At the end of your event please make sure the following have been completed:

Denton Johnson Community Center:

- Kitchen sinks, counters and walls are to be cleaned, disinfected, and cleared of all debris.
- Spills inside the ovens, stove and/or refrigerator must be cleaned.
- Tables and chairs must be cleared of all debris and folded on the wall (chairs) put in the closet (tables).
- Please do not pour grease into the sink. All grease is to be placed in an appropriate container and placed in the dumpster outside the kitchen.
- All trash must be bagged and placed in the dumpster.
- All decorations must be removed.
- For additional questions, please call (407)623-1223.

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

Facility waiver applies to: _____

Name of Function: _____

Date(s) Requested: _____ Time of Event: _____

Estimated No. 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**

If there is alcohol present, there should be color wristbands provided to the guests that are above the age of 21 and/or older, anyone under 21 should not have a wristband. Any event where alcohol is present there must be an Eatonville Police Officer per 100 guests during the entire event. (Over 100 guests will need 2 Police Officers present during the entire event).

If there is no alcohol present, there is no need for a Police Officer unless an Officer is requested for the safety of the event. By signing this waiver, I am fully responsible and accept the terms and condition of this waiver.

I, _____ will be responsible to see that those under the age of 21 do not drink alcoholic beverages.

Renter's Signature: _____ Date: _____

Recreation Dept. Signature: _____ Date: _____

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

Signature: _____ Date: _____