

# PELICAN BEACH CLUBHOUSE RENTAL CONTRACT

Please read over the following guidelines. Compliance will assure a pleasant event and return of your security/damage deposit. If these guidelines are not followed, it will result in a total loss of your security/damage deposit, and you may incur additional fees for damages in excess of your deposit. You must be at least 21 years of age to rent and complete this facility contract. Please initial each section after you have read it.

## ***Before Your Event***

Initial here \_\_\_\_\_

YOU MAY NOT ENTER THE FACILITY FOR ANY REASON BEFORE THE OFFICIAL TIME LISTED ON YOUR RENTAL AGREEMENT. Official usage begins upon the entrance into the complex by anyone affiliated with your party using the complex, including decorators, deliveries, caterers, setting up of tables/chairs, etc. All activities **MUST** be done within the contracted rental time, which is on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ am/pm through \_\_\_\_\_ am/pm.

### **Key Pickup:**

The facility key will only be issued to the renter listed on the signed agreement. If you would like to authorize another person to pick up the key, you must notify the recreation office in advance, and that person will be noted on your contract. **PLEASE NOTE:** If your reservation is on a weekend, you must pick up your key the Friday before your event by 5pm at the Recreation Department. If your reservation is on a weekday, then you must pick up the key before 5pm at the Recreation Department on the day of your event (day before pick up available for rentals beginning before 8:30am). If your event is near a holiday, check with the office for a possible adjustment to your key pick-up time.

### **Security:**

Depending on the nature of the event, security may be required at the discretion of the Recreation Director. Any charges incurred in obtaining security personnel will be the responsibility of the renter.

### **Adult Supervision:**

Adult supervision is required for participants under 21 years of age.

### **Maximum Occupancy:**

Maximum Occupancy by Fire Code is 70 participants. All doors must be unlocked during the rental period. Take special care to leave exits free of obstacles. Please remember that the Fire Dept. can shut down your event if you have more than the stated number of people in attendance.

### **Alcohol:**

Alcoholic beverages may be consumed. The selling of alcohol is strictly prohibited unless you have a license to sell alcohol.

**Decorations:**

Use of a staple gun, thumb tacks, nails, tape or items that screw into any surface inside or outside of the Clubhouse is prohibited. You can use fishing line, string or poster putty. Candles on tables must be securely supported on substantial noncombustible bases with candle flame protected. Tents are prohibited anywhere on the property. All tables and chairs must be kept in the clubhouse and are not to be taken off the property or down to the beach.

**Cancellations:**

Refunds are available if requested 30 days in advance of your reservation date. The City Finance Department will mail your rental & deposit refund check to you approx 3 weeks following the notice of cancellation. Payments made by credit card will be applied back to the card used. Refunds requested within 30 days of your reservation date will result in the forfeiture of your reservation rental fee; however your damage deposit will be mailed to you approximately 3 weeks following the notice of cancellation or applied directly back to the credit card used to make payment. Refund requests left on voicemail will not be accepted.

***During the Event***

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**Environmental Protections:**

It is prohibited for any person, firm, or corporation to intentionally release, organize the release or intentionally cause to be released any balloons or lanterns into the atmosphere. These items pose a danger and nuisance to the environment, particularly to wildlife and marine animals.

*In accordance with City code, Chapter 26, Article VIII – Environmental Protections, regulating the prohibition of Styrofoam.* All renters and participants agree not to sell, use, dispense, give away, provide food in, or offer the use of expanded polystyrene, commonly known as Styrofoam at any and all city locations and facilities.

*In accordance with City Resolution No. 1002.* All renters and participants are asked to discontinue the use of plastic straws, plastic stir sticks and similar plastic items in working toward a cleaner and safer environment, beach, ocean and Indian River Lagoon.

**Deck Area:**

Tables and chairs are allowed on the wooden deck, however they are not allowed to leave building. Please take special care to bring in these items in case of rain. Grilling on the deck is prohibited. Tents on the deck are also prohibited.

**Smoking:** Smoking is prohibited inside of the building. There are disposal containers provided on the deck for cigarette butts. Please assure that your guests use them.

**Music:**

Loud noise is prohibited and defined in the City Code 26.81-26.83 as any noise, which annoys or disturbs the peace of others. If a noise complaint is made to the SBPD, one verbal warning is issued to the renter. Continued noncompliance will result in the SBPD requiring renter to cease music.

**After Your Event**

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**Cleanup:**

There are 4 major things that MUST be completed before exiting the facility. (1) Take all trash to the dumpster in the parking lot just south of the facility. (2) Put all tables & chairs away in designated storage area. (3) Sweep up any obvious debris such as spilled drinks, sand, food, etc. (4) Make sure all of your items are removed from the facility. Check the back patio and shelving by microwave. Cleanup MUST be completed within your contracted rental time in order to receive your damage deposit.

**Key Return:**

Keys must be returned by 5pm on the following business day after your event. If your event is near a holiday, check with the office for a possible adjustment to your key return time.

**Security/Damage Deposit Refund:**

A full refund of your security/damage deposit will be mailed to you after your event providing you abided by rental rules and regulations and there were no damages to either the interior or exterior of the facility. The security/damage deposit refund will be processed and mailed to you approximately 3 weeks following your event or applied directly back to the credit card used to make payment. If your deposit is withheld, you will be notified within 2 business days after your event.

**Exiting Facility:**

Turn off all lights and lock both doors upon exiting the facility. Follow the exit checklist that you received with your key. Please make sure to turn the AC units to 78 degrees before you leave the facility.

I, \_\_\_\_\_ have read and understand the above guidelines. I agree to pass this guideline sheet to whoever is in charge of the set-up and clean up of my event.

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_

**RENTAL AGREEMENT**

**AGREEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the City of Satellite Beach (hereinafter "City") and \_\_\_\_\_

**WHEREAS**, the city is willing to allow the user to utilize City parks and facilities subject to certain restrictions and guidelines and

**WHEREAS**, it is in the best interest of both parties in the Agreement that there be no misunderstanding regarding the guidelines for reservation and use of City parks and facilities thereon, the following guidelines and restrictions shall apply:

For the purposes of this Agreement the park and facilities include the following: parking areas, facilities and adjacent grounds.

Priority will be given to official municipal functions and other authorized governmental functions. Any other organizational use may be pre-empted in the event the City parks or facilities are needed for a municipal function.

If the user distributes or sells food at their function, the organization agrees to comply with all regulations regarding temporary food service as set forth by the Brevard County Health Department.

The user shall not deface or damage the reserved parks and facilities. If during the reserved time, the park or facility is damaged, the user will pay the city such sums deemed necessary to repair the premise.

The user’s authorized agent shall sign a separate affidavit, which holds harmless the City of Satellite Beach and its official officers, the Brevard County Board of County Commissioners and its official officers from liability or responsibility for damages, injuries or deaths associated with the use of the city facilities.

Prior to executing this Agreement, the undersigned agent acknowledges having received and read the operating guidelines for the City parks and facilities and agrees to be bound thereby.

The user’s representative who signs this Agreement acknowledges receiving a copy of the rental agreement guidelines and acknowledges that he has authority to execute this Agreement on behalf of the user’s organization.

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF BREVARD**

**BEFORE ME**, the undersigned authority, personally appeared and acknowledged reading the following Affidavit.

1. That she/he is the individual from the reserving group designated and authorized by said organization to execute this Affidavit.
2. That by executing this Affidavit, the authorized individual agrees to indemnify and hold harmless the City of Satellite Beach and Brevard County Board of County Commissioners and its elected and appointed officials, agents and employers, their sureties, insurers, successors, assigns and legal representatives from any and all liabilities, claims, causes of action, demands and damages for injury, death or damages of any kind or nature whatsoever to any person incurred, caused or associated with the use and/or occupancy of the applicable facilities by the use, including attorney's fees, unless such injury, death or damages were the direct result of a negligent act or omission on the part of the City.
3. That she/he acknowledges that the execution of this Affidavit is in consideration of and a material inducement to the City allowing the user to utilize and /or occupy the City facilities.

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing Affidavit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

Affiant's Signature \_\_\_\_\_

Please print Affiant's Name, Address & Phone

\_\_\_\_\_  
\_\_\_\_\_

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

Stamp