



Piggotte Community Center Facility Rental Application

Contact Name: _____ Phone Number: _____

Email Address: _____

Address: _____ City: _____ Zip: _____

Date of function: _____ Hours of use from: _____ to: _____

Description/ Name of function: _____ Approx. Attendance: _____

Facility requested (circle one): Piggotte Center Reception Hall (Monday – Thursday or Friday from 8am-4pm)

Piggotte Center Conference Room (Monday – Thursday or Friday from 8am-4pm)

Piggotte Center Weekend Full Building Access (Friday after 4pm – 11pm Sunday)

Will there be any alcoholic beverages at this function? (\$100 fee if yes) Yes No

Will there be music or other amplification of sound at this function? Yes No

If yes, please explain: _____

Will there be food or beverages of any kind served at this function? Yes No

If yes, please explain: _____

Will there be an admission charge or sales of any kind at this function? Yes No

If yes, please explain: _____

| Description of Charges Agreed Upon to Pay: | Rate: | Options: | Total: |
|---|------------------|-------------|--------|
| Security Deposit | \$300 | ALL Rentals | \$300 |
| Alcohol Fee | \$100 | Yes or No | \$ |
| Piggotte Center Reception Hall Weekdays (M-Th) | \$55 per hour | () hours | \$ |
| Piggotte Center Conference Room Weekdays (M-Th) | \$45 per hour | () hours | \$ |
| Piggotte Center Full Building Weekend Access (4pm Friday – 11pm Sunday) | \$300 first hour | | \$ |
| Piggotte Center Full Building Weekend Access (4pm Friday – 11pm Sunday) | \$150 per hour | () hours | \$ |
| Setup/Take Down Fee | \$350 | Yes or No | \$ |
| Grand Total: | | | \$ |
| <i>Homesteaded South Daytona Residents get 50% (need to provide proof through property appraisal)</i> | | | |

Reservation of the Facility must include payment of the security deposit (\$300). The security deposit will be returned once a full inspection of the building is made within forty-five (45) days after the reserved date.

I have received (and read) the Facility Rental Agreement regarding use of the Facility and will be responsible for ensuring they are abided by. I further affirm that I assume all responsibility and that no claim or demand will be made against the City on account of any accident or injury occurring during the use of the Facility and agree to hold the City harmless from any claim, demand or damages on account of such accident or injury during the use of the Facility.

Signature: _____ Date: _____

For office use only: Deposit Paid: ___/___/___ Remainder to be paid: \$_____ By: ___/___/___ Paid in Full: ___/___/___

Staff Initials: _____



Facility Rental Agreement

This Facility Rental Agreement, hereafter referred to as “Agreement” dated as signed below between the user named upon this application and the City of South Daytona, Florida, located at 1672 South Ridgewood Avenue, South Daytona, Florida 32119, hereafter referred to as “City” to rent certain property of the City for certain purposes pursuant to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the City and the User hereby agree as follows:

1. The City grants the User the right to use that portion of the City property herein after described as the Piggotte Community Center.
2. User shall use the Facility only for the purposes described above in the application agreement.
3. The day and duration of use of the Facility shall be as stated above in the application only.
4. The User shall pay the City the sum of \$ _____ for use of the Facility, including the required security deposit, due in full at the time the reservation is made and this agreement is signed.
5. Reservation of the Facility must include payment of the security deposit. The security deposit will be returned once a full inspection of the building is made within forty-five (45) days after the reserved date. The amount of the deposit returned is at the sole discretion of the City.
6. Only the Facility or room(s) referenced in this Agreement will be opened and made available to the User.
7. The rate for the weekend rental of the Piggotte Community Center includes two (2) hours of prior access for setup between 2 pm and 4 pm only, this time is subject to cancellation dependent upon the facility availability. **Access to any other facility or access to the Piggotte Community Center outside of normal business hours for setup purposes will only be allowed within the rental duration identified in this Agreement. Initial Here:** _____
8. The Facility is available for usage between the hours of 8:00am and 11:00pm. **The Facility will only be open for the reserved paid time, as stated in this Agreement.** All decorating and deliveries must be made during the reservation date and reserved time of use. **Initial Here:** _____
9. After each use, the user must leave the Facility clean and in good repair. This includes, but is not limited to, trash being picked up, decorations and equipment be removed. **The User will be billed and shall be responsible for costs of any additional cleaning or repairs that may be required due to its usage of the Facility. Initial Here:** _____
10. An alcohol fee must be paid if any alcohol is present in or around the Facility during the reserved period. Payment of this fee does not provide the User with a license to sell alcohol. Alcohol can only be sold by a caterer or bartender with a state issued liquor license.
11. If the reservation is cancelled within seven (7) days of the reserved date, the security deposit will be forfeited; otherwise there is no charge for a cancellation.
12. The use of the Facility by the User at times or dates other than those specifically set forth above must be approved by a separate Facility Rental Agreement. A Facility may only be reserved for a special event three (3) times per calendar year by any individual, group and/or organization.
13. User has inspected the Facility and accepts the Facility in its present condition. The City has made no representations, statements, or warranties, either express or implied, as to the condition of the Facility or as to its fitness for a particular use. Prior to use, the User shall inspect the Facility to make sure the



Facility is safe for the intended use. If a dangerous condition is identified, the User shall either correct the dangerous condition rendering the Facility safe for the intended use or shall not continue with the use of the Facility and shall immediately notify the City. By proceeding with the intended use, the User is certifying that the Facility is safe for the intended use.

14. In consideration for the use of the Facility, User voluntarily assumes all risks of accidents, injury and damage to his or her person, guests, spectators and property and hereby releases and discharges the City and its employees, agents, officers, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") from every claim, liability, and demand of any kind. Further, User shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting there from, sustained by any persons or entities, which Claims are alleged to have arisen out of or in connection with, in whole or in part, User's use of the Facility, notwithstanding that such Claims were caused by or alleged to have been caused by, in whole or in part, the negligence of any of the Indemnified Parties.
15. The Facility is smoke free. Smoking is only allowed outside in designated areas.
16. The responsible party who must perform the setup and takedown of tables and chairs as part of this agreement is identified above and described below:
 - a. User responsibility for setup and take down of tables and chairs. The Facility is to be left in the condition it was provided, with chairs and tables properly stored.
 - b. Setup and take down of tables and chairs are the responsibility of the City. (\$350 fee)
17. All cleanup is the responsibility of the User, to include removal of trash, food, beverages and property not belonging to the City. Mops and brooms will be provided for your use during cleanup activities. Those items left within or around the Facility will be disposed of immediately.
18. The City reserves the right to terminate this Agreement and cancel the activity at any time that the actions of the User endangers the health, welfare and safety of the participants or are detrimental to the Facility. In such case, no refund will be issued. The User shall be responsible for any damage to the Facility and surrounding property caused by the User, participants, or spectators. **The User may not use: tacks, push pins, tape which will remove paint or damage walls, command strips, or adhesive of any type, nails or screws. In addition, nothing can be hung from the chandeliers or sconces.** Any equipment owned and maintained by the City that is lost stolen or damaged will be replaced at the expense of the User.
Initial Here: _____
19. The User shall properly instruct and supervise all participants while the participants are engaged in activity.
20. The User shall comply at all times with all federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"). The User shall also comply with all City policies and procedures.



504 Big Tree Road South Daytona FL 32119 (386) 322-3070

- 21. The User shall not discriminate against any person in the use of the Facility because of race, color, religion, sex, disability, sexual orientation or national origin.
- 22. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- 23. The User is responsible for the conduct of participants, workers, volunteers, invitees, and guests while using the Facility.
- 24. The City shall not be responsible for any damages which may arise from any act of nature or other event which renders the Facility or the Facility unable to be used as desired.
- 25. The City shall not be responsible for items left by participants, guests, workers, invitees, or volunteers of the User.
- 26. The User must immediately report to the City any accidents, injuries or incidents that may occur while User is occupying and using the Facility pursuant to the terms and conditions set forth in this Agreement.
- 27. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right other than right to occupy and use the Facility pursuant to the terms and conditions of this Agreement at the location, date and times outlined herein. On dates and times not reserved herein and in other portions of the structure that are not included in the Facility description, the City is authorized to use said area and permit other users.
- 28. This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation shall be in State Court, Volusia County, Florida. The prevailing party in any litigation shall be entitled to be reimbursed reasonable attorney fees and costs.

User Signature: _____ Date: _____

Printed Name: _____

City of South Daytona Signature: _____ Date: _____

Printed Name: _____ Title: _____



Facility Inspection Checklist

Users Name: _____ Event Date: _____ From: _____ To: _____

| | Completed | Amount |
|---|-----------|--------|
| Reception Hall / Conference Room: | | |
| • Tables and Chairs are put away. (\$50) | | |
| • Room is swept and mopped. (\$25) | | |
| • Decorations are removed. (\$25) | | |
| • Trash is removed and placed in <u>dumpster</u> . (\$25) | | |
| Restrooms: | | |
| • Toilets are flushed. | | |
| • Trash is picked up from the floor and removed. (\$25) | | |
| Hallway: | | |
| • Floors are picked up, swept, and mopped. (\$25) | | |
| Kitchen: | | |
| • Floors are swept and mopped. (\$25) | | |
| • Countertops are wiped clean. (\$15) | | |
| • Microwave is wiped clean. (\$15) | | |
| • Food warmers are cleaned. (\$15) | | |
| • Refrigerator is cleaned. (\$15) | | |
| • Trash is removed and placed in dumpster. (\$25) | | |
| Parking Lot | | |
| • Free of trash (\$25-\$50) | | |
| Property Damage (amount varies) | | |
| Additional Time: | | |
| Time Left: | | |
| Other Comments: | | |

*Amounts may increase based upon the amount of time/materials needed to repair and/or clean facility.

Staff Signature: _____ Date: _____

For office use only:

Total Refund Due: _____

Date Submitted: _____