

**GARDEN CLUB**



**307 Ohio Avenue, Lynn Haven, FL 32444**

Name \_\_\_\_\_ Association (if applicable) \_\_\_\_\_

Event Date: \_\_\_\_\_ Requested space use: **GARDEN CLUB**

**FACILITY USE AGREEMENT**

Name and address of individual or organization entering agreement (hereinafter known as User, **Must be 21 years of age or older**)

\_\_\_\_\_  
Individual or Organization Phone

\_\_\_\_\_  
Organization Representative Phone

\_\_\_\_\_  
Complete address of Organization or Representative

\_\_\_\_\_  
Specify type of activity (please describe in detail):

\_\_\_\_\_  
**Date of event:** \_\_\_\_\_ **Hours of usage:** \_\_\_\_\_ **A.M./P.M. to** \_\_\_\_\_ **A.M./P.M.**

\_\_\_\_\_  
I understand this includes time spent setting -up, decorating and/or cleaning-up.

**Required** **Paid** **Date**  
**Payment \*Accepting cash and check**

Security/Cleaning Deposit (\$150.00) \$ \_\_\_\_\_

Rental Fee (\$150.00 per day/Lynn Haven Residents) \$ \_\_\_\_\_

Rental Fee (\$175.00 per day/non-Lynn Haven Residents) \$ \_\_\_\_\_

\* I have read all the attached rules and will abide by them and will be responsible for the building. **All dates for facility rentals are not guaranteed until a contract has been filled out and payment made.**

\_\_\_\_\_  
**Signature of Organization / Individual Representative** **Signature** **Date**

\_\_\_\_\_  
Received by (Staff Member), Director's Approval Date

\_\_\_\_\_  
Approved or Not Approved

**HOLD HARMLESS AGREEMENT**

Name and address of individual or organization entering agreement hereinafter known as User, (Must be 21 Years of age or Older)

NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

Tax Exempt Number if Nonprofit Organization \_\_\_\_\_

Telephone Number \_\_\_\_\_ Cell \_\_\_\_\_

Occupied Hours \_\_\_\_\_ A.M./P.M. to \_\_\_\_\_ A.M./P.M.

Specify length and type of activity:

The City of Lynn Haven (hereinafter known as the City) and the User hereby enter into an agreement as follows with the understanding that information contained herein does constitute a contract within the State of Florida. All parties to the contract further agree to submit to the jurisdiction of the courts in the state of Florida any claims arising out of this contract. This agreement will not be binding upon the City until accepted and approved by the City Manager or his authorized designee.

Exceptions (may be noted by paragraph or any part thereof):

City of Lynn Haven

User

Authorized Agent

Authorized Agent /Individual

Title

Title

Date

Date

For questions please call our office at (850) 265-2121 ext. 133  
Mon- Fri. 7:30 A.M. to 4:30 P.M.  
Updated 3/10/2020

Garden Club Rental Agreement  
307 Ohio Ave.

Check List (Customer Copy)

1. Sweep Floor
2. Mop any and all spills or marks on floor
3. Clean Restrooms
4. Put all cleaning materials back in their place
5. Empty all garbage into outdoor garbage cans

RULES

1. Failure to abide by checklist could result in forfeiture of your deposit
2. Cars and Trucks must be parked in designated parking only
3. For emergencies call Lynn Haven Police Department (850.265.4111)
4. If applicable: I understand that my refundable cash deposit will become a donation to the “City of Lynn Haven” if not picked up within 30 days after my reservation. Checks will be shredded.
5. The occupancy load for the Garden Club is as follows:
  - 100 persons are allowed inside the building
  - 60 persons are allowed on the deck

REQUEST FOR FACILITY USE  
CITY OF LYNN HAVEN, FLORIDA

Any organization, civic club, etc., desiring to use any City owned facility for purposes of any structured activity or program must complete a Facility Use Agreement form and other documents as deemed necessary. These forms should be brought by to the Dept. of Community Services, located at the Lynn Haven Service Center, 817 Ohio Ave., Lynn Haven, FL, 32444.

**PROCEDURES:**

The following procedures will be utilized by City Staff to ensure that all requests are in compliance with the City policy:

- A) **Submission of Requests:** The authorized head of the organization (21 years of age or older) must personally appear and request to use the named facility. Requests must be submitted at least two weeks in advance.
- B) **Response to Requests:** Upon receipt of the request, the approving authority shall promptly check scheduling and respond to the status of the request.
- C) **Fees and Deposits:** Required fees and deposits shall be paid in advance upon approval of request; deposits will be returned after inspection by the department.
- D) **Organization Responsibilities:** The authorized head of the organization shall complete and sign all required documents acknowledging he or she has read and agrees to abide by all the conditions set forth in the agreement.
- E) **Liability Insurance:** The registered organization must provide a certificate of insurance (Public Liability Coverage), this must be submitted when making your reservation. **(the “City of Lynn Haven” must be listed on certificate as; “additionally insured”).**

DEFINITIONS:

- A) **Registered Organization:** Organized Civic Clubs, Social Clubs, Fraternal, Church group, Athletic Leagues, Non-Profit Organization, etc.
- B) **Organization Representative:** The authorized head or designated persons with the authority to represent the organization and request use of name facility.
- C) **Rental/User Fee:** The amount charged for utilization of facilities. Fees shall be earmarked for the Dept. of Community Services to offset maintenance, utility charges, and improvement costs.
- D) **Cleaning Deposit:** Refundable fee paid in advance, which shall be returned in full following inspection, provided the facility is restored to its original condition.
- E) **Facility:** City owned property including parks, ball field and buildings, mainly those facilities associated with the Dept. of Community Services.

**Initial all bold line items throughout this facility use agreement indicate that you have read and understand all rules for the use of our City Facilities.**

- Do not over load the electrical circuits with too many plug-in features. There will be an additional cost of \$50.00 per hour if employee(s) are called out to reset the breaker. Check with Community Services to get details about electrical outlets.
- **Use the designated parking around areas and perimeters of City property.**

- If applicable: I understand that my refundable cash deposit will become a donation to the “City of Lynn Haven” if not picked up within 30 days after my reservation. Checks will be shredded.

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***This contract consists of general terms and attached Addendums that are legal and binding.***

1. The authorized head of the organization must personally appear, and complete a facility use agreement.
2. The registered organization is responsible for cleaning the facility/park and restoring all equipment and furnishings to their original order.
3. **No alcoholic beverages will be allowed on city property. Violation of these rules and addendums will bring immediate termination of agreement.**
4. The organization shall be responsible to the City for any damages incurred to the facility while in use.
5. An additional fee of \$50.00 each hour will be charged should a staff person be required to work after regularly scheduled hours or be on hand to supervise use of facility/park. This individual will have no custodial responsibilities.
6. **No Cover Charge shall be permitted at any time.**
7. **No Loitering in the Parking Lot at any time or outside of the facility.**

The City reserves the right to deny certain requests and to enforce all, part, or none of the rules listed above as per written agreement. Planned and/or scheduled City leagues, events and City Holidays take precedent over any outside requests.

I, the undersigned, have read and agree to abide by the conditions set down in this agreement. Failure to do so will result in denial of permission to use the facility in the future.

I understand that if I or anyone else attending this event violates any part of this agreement, this agreement will immediately be void, terminated and deposit forfeit.

The User:

1. Shall hereby release and hold harmless the City from, and agrees to indemnify it against, any and all claims for damage, accident, injury costs of investigations, Worker’s compensation and attorney’s fees arising from, or as the result of any incidents;
2. Shall obtain at User’s own cost and expense any and all licenses or permits required by law or ordinance;

3. Shall take the premises as they are found at the time of occupancy by the User. In the event the User finds it necessary to remove or change the equipment, the changes shall be made by the User at the User's expense and shall be replaced as found. No removals or changes shall be made without prior written approval of the City;
4. Shall remove from the premises at the conclusion of the activity all equipment and material owned by the User;
5. Shall have deliveries of needed equipment and materials made only after written approved arrangements with the City are received;
6. Shall not reassign this agreement or sublet the premises, or any part thereof, for any purposes other than herein specified, without the written consent of the City;
7. **Shall not bring on the premises, keep, possess or allow use of any illegal drugs, alcoholic beverages, controlled substances or gambling devices of any kind;**
8. **Shall not use store or permit to be used or stored in or on any part of the City's premises, any substance or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Florida;**
9. **Shall assume full responsibility and liability for the character, acts and conduct of all persons admitted to the facilities or property owned by the City;**
10. Shall provide a certificate of insurance stipulating coverage for \$1,000,000.00 per occurrence, **listing the "City of Lynn Haven" as additionally insured.**
11. Shall provide any required security and/or damage deposit at least 10 days prior to the activity. Payment must be by check only, made payable to the City of Lynn Haven. The deposit will be returned to the User after all obligations are fulfilled;
12. Shall make all payments for user fees, etc. by check or money order payable to the City when making reservation of the facility;
13. **Clean the facility and restore all equipment and furnishings to their original order. The immediate area outside the facility must also be cleaned.**

The City:

1. Shall furnish light, heat and water by means of the appliance installed for ordinary purposes. Interruptions, delays or failure in the furnishing any of the above, caused by anything beyond the control of the City shall not be chargeable to the City;

2. Shall not be responsible for any damage, accidents or injury that may occur to the User, agents, servants, employees, spectators and any or all other participants, and/or property of any of the above from any cause whatsoever arising out of or resulting from the above.
3. Reserves the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose for which the premises are being used, or intended to be used, shall be obnoxious or hostile to the best interests of the City;
4. Reserves the right to give City activities or other programs and/or legal holidays a priority for use and alter this agreement by notifying the User not less than 48 hours prior to the activity
5. **Indoor facilities are not available for use during City Holidays or outside normal operating hours.**
6. May, at its option, attach a rider which outlines the fee schedule and other detailed specifications of this agreement and which becomes a part of this agreement.