



6001 State Road A1A • Indian River Shores, Florida 32963  
Phone: (772) 231-1771 • Fax: (772) 231-4348

## Community Center Use Agreement

User: \_\_\_\_\_ On Behalf Of: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Function: \_\_\_\_\_ Time: \_\_\_\_\_ (a.m. / p.m.) to \_\_\_\_\_ (a.m. / p.m.)

Purpose of Function: \_\_\_\_\_

Approximate Number of Guests: \_\_\_\_\_ Will you be serving food or drink? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will you be serving alcoholic beverages? \_\_\_\_\_ Yes \_\_\_\_\_ No (**Proof of Liability Insurance received**  Yes  No)

Resident of Indian River Shores? \_\_\_\_\_ Yes \_\_\_\_\_ No Not for profit \_\_\_\_\_ Yes \_\_\_\_\_ No

Tax Exempt? \_\_\_\_\_ Yes \_\_\_\_\_ No (**Tax Exempt Certificate received**  Yes  No)

Usage Fee: \$ \_\_\_\_\_ Food/Drink Fee: \$ \_\_\_\_\_ Tax: \$ \_\_\_\_\_ Security Deposit: **\$300** **Total:** \$ \_\_\_\_\_  
(if applicable) (7% on both fees)

The **USER** understands and agrees to observe the following terms, conditions and rules:

1. The Town of Indian River Shores (Town) will not be responsible for **lost articles**.
2. *The User is responsible for any liability to the Town for personal injury or property damage caused by the User, or anyone utilizing or present on the Town premises with the consent or knowledge of the User, during the period of this Agreement. The User will indemnify and hold harmless the Town for any liability that may result from actions by or through the User.*
3. User will assume all **responsibility for any alcoholic beverage** consumed or obtained in any manner on the Town premises during the period of this Agreement. All local ordinances and State Laws relating to the sale and consumption of alcoholic beverages shall be the responsibility of the User. Alcoholic beverages shall not be allowed on the Town premises unless notification is given at the time of entry into the contract. The User shall indemnify and hold the Town harmless for any liability to the Town as a result of consumption or use in any fashion of alcoholic beverage on the Town premises.
4. All provisions of this Agreement as to liability and responsibility of the User shall apply to any part of the yard and grounds around the building utilized by the User. Use of surrounding yard and grounds shall only be by prior approval of the Town, designating the area and use involved.
5. Groups using the Town facilities must comply with fire and safety regulations and all state and local laws.
6. A **security deposit of \$300** is due at the time of reservation. It is 90% refundable upon cancellation if another User takes the time slot. Otherwise, 50% will be refunded.

7. It is the Town's intention to inspect the Community Center after each usage. However, if you notice upon entry that it has **not** been left in a clean and undamaged state, please notify the Town Manager's office immediately so that your group will not be held responsible. The security deposit will be drawn from should there be any damage made to the walls, floors, doors, windows, kitchen or bathroom fixtures, and/or furniture that necessitates any repair or replacement. If the damages exceed the amount of the deposit, you as User are responsible for the entire amount.
8. Included in the usage fee are 30 minutes before and 30 minutes after for set-up and clean-up time.
9. Chairs and tables are available for your use inside the building or covered porch area only. Please use care when setting them up and putting them away. After your function, please see that all the tables and chairs are free from food and beverage spills **and returned to their storage areas**. Obvious abuse will result in loss of your deposit and, depending on the severity of damage, an additional restoration fee may be imposed.
10. User may **not post signs** on the walls or elsewhere on the property unless approved before posting. No thumbtacks, nails, staples, screws or glue to hang decorations on any walls, floors or ceilings is allowed. If tape is used, it must be a type that will cause no damage and must be totally removed. Evidence left from hanging decor may incur the forfeiture of deposit.
11. **Smoking** is not allowed inside or near the doorways of the building.
12. Any excessive noise or rowdyism will not be tolerated. The Town reserves the right to stop any event and/or evict any and all persons involved. **Town Ordinance prevents excessive noise after 10:00 p.m.**
13. **Nothing may be left** in the facility (including food or beverages in the cabinets or refrigerator). Due to safety concerns, storage of supplies or equipment anywhere in the Community Center is prohibited.
14. All doors of the Community Center must be **locked** when you leave.
15. This Agreement is not a lease and may be canceled by the Town at any time and for any reason. If this right of cancelation is exercised by the Town, then any remaining deposit will be returned to the depositor.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

*Concurrence by Town of Indian River Shores:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

<b><i>For Town Use</i></b>	
Payment \$	_____
Date Rec'd	_____
Sec. Dep. \$	_____
Date Rec'd	_____
Retn'd? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Req. to Finance	_____