



Print Form

Facility Rental Agreement

Primary Contact: _____ Organization: _____
Address: _____
City/State/Zip: _____ Date of Birth: _____
Phone #: _____ Cell #: _____ Email: _____
Date(s): _____ Time(s): _____
Facility: _____
Purpose: _____ Head Count _____
Admission Charged: [] Yes [] No Inflatables on site: [] Yes [] No Electric Access: [] Yes [] No
Special Requests: _____

COST BREAKDOWN: [] Standard Fee [] Achieve Anything Membership (discounted fee)

- [] Room/Location: _____ \$ _____ /hr x _____ hrs = _____
[] Room/Location: _____ \$ _____ /hr x _____ hrs = _____
[] Room/Location: _____ \$ _____ /hr x _____ hrs = _____
[] Room/Location: _____ \$ _____ /hr x _____ hrs = _____
[] Portable stage -- \$100 \$ _____
[] Audio/Visual -- \$25 \$ _____

Facility Fee: \$ _____

If tax exempt, certificate is required -- 7% Tax: \$ _____

Non-Taxable Set Up Charges:

- [] Gymnasium floor cover -- \$250 half / \$500 full \$ _____
[] Additional staffing required as determined by management:
Number of employees _____ x \$30/hour \$ _____

Set-up: \$ _____

SUB TOTAL: \$ _____

Security Deposit (if applicable) \$ _____

TOTAL DUE: \$ _____

The Renter agrees to pay the total fee calculated under the payment terms above. Fees not received in accordance with the terms of this agreement will result in cancellation of the reservation. By signing below you understand and accept the payment terms and all terms and conditions listed on page 2 of this agreement.

Renter's Signature _____

Date _____

Terms & Conditions

It is the intent of the North Port Parks and Recreation Division to make our facilities available to the public on a fair and equitable basis. A person seeking issuance of a permit shall sign the Facility Rental Agreement form indicating that he or she has read and understands the rules, regulations and guidelines for rentals

1. **Agreement:** The Facility Rental Agreement must be completed in full, signed by an adult (18 years or older) who assumes responsibility for the group and is present during the entire rental period. Inaccurate information will result in cancellation of the permit with the loss of rental charges or deposits. A Special Event Permit may also be required for events held on City property that are open and advertised to the public or could limit normal use and access to an area by the general public or which is deemed to have an impact on the City rights-of-way or could affect public safety.
2. **Access:** Renters may not enter or utilize the facility prior to the agreed upon rental time. Rental fees are charged for all time used in the facility, which includes set-up and clean-up and should be included in the rental time requested. Rental groups are required to vacate at the time designated on the Facility Rental Agreement. Unauthorized time used will be assessed at the hourly rate and may include an overtime rate.
3. **Use:** The premises shall not be used for illegal purposes or to create a nuisance. The premises shall be used only as authorized by the City and in accordance with all City of North Port rules, regulations and ordinances. All individuals, groups and organizations are responsible for the orderly condition of the facility and are expected to leave the facility neat and clean, putting all trash in the receptacle. Failure to abide by established rules, regulations and terms of this agreement could result in cancellation of the scheduled event.
4. **Smoking:** Smoking is prohibited in all City facilities.
5. **Parking:** Please use designated parking areas. Parking is not allowed at or near any picnic pavilions.
6. **Default:** It is understood that the Renter has agreed to carefully supervise this activity. Should any damage occur to the facility and/or property, the Renter will be held financially responsible to the City of North Port. If the Renter fails to pay any charges or fees when due, or if the Renter fails to comply with the provisions of this agreement, the City may terminate this agreement and pursue any remedies available under Florida law.
7. **Indemnification:** At all times, the Renter will indemnify the City from all losses, damages, liabilities and expenses that arise or are claimed against the City and that are in favor of any person, firm or corporation for personal injuries or property damages, including but not limited to assault or sexual harassment, that arose about or on the premises as a result on the Renter's use or occupancy of the premises, or that arose from the Renter's failure to comply with any laws, statutes, ordinances or regulations.
The Renter shall be fully liable for the actions of its directors, officers, members, partners or subcontractors, and the employees and agents of each of them and shall fully indemnify and hold harmless the City of North Port, its employees, agents and assigns from claims, suits, actions, damages and costs of every type and description, including attorney's fees (at both trial and appellate levels), arising from or relating to personal injury or death, including but not limited to assault or sexual harassment, and damage to real property or tangible personal property, alleged to be caused in whole or in part by the Renter, its officers, directors, members, partners or subcontractors and employees or agents of any of them; provided, however, that the Renter shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omission of the City.
The Renter shall fully indemnify and hold harmless the City, and its agents, employees and assigns from any claims, suits, actions, damages and costs of every type and description, including attorney's fees (at both trial and appellate levels), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right made by third parties for any alleged violations by Renter, its agents, employees or assigns. In the event of a claim, the City shall promptly notify the Renter in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS), which provides evidence of delivery, at the notice address provided.
The City shall provide all available information and assistance that the Renter may reasonably require regarding any claim.
In the event that there is a conflict between the Agreement and any other applicable indemnification agreement between the City and the Renter, the agreement which provides the most protection for the City shall take precedence. The provisions of this agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
8. **Security Deposit/Refunds:** Excluding meetings, a refundable security deposit (in accordance with the established City Fee Ordinance) is required for all rentals. Refunds, minus a \$25 cancellation fee, will be provided if notice of cancellation is submitted in writing 14 days prior to the event. A refund of the security deposit will be mailed after the event if the venue is returned clean without damage, and key returned (if applicable). For check payments, a copy of the cleared check is required to process refunds.
9. If your reserved location is occupied at the permitted time of your reservation and the occupants do not vacate, please call the non-emergency City of North Port Police Department at (941)429-7300

For Office Use Only

Amount Received: _____ Cash *Check Credit Card Membership No.: _____

Received by (initials): _____ Print Name: _____ Date: _____

Key Issued: Yes No

Comments: _____

*Submit copy of cleared check (front & back) to parks@cityofnorthport.com