

CLEARWATER COMMUNITY SAILING ASSOCIATION, INC.
CLEARWATER COMMUNITY SAILING CENTER
1001 GULF BLVD.
CLEARWATER, FLORIDA 33767

Phone: (727) 517-7776 Fax: (727) 489-2602 Email: ccsa@tampabay.rr.com

RECREATION FACILITY USE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 200__ between the Clearwater Community Sailing Association, Inc., 1001 Gulf Blvd., Clearwater, Florida 33767 hereinafter called CCSAI and _____,
(Organization or Individual's Name)

of _____
Address City State Zip Code

Home Phone _____ Work Phone _____ Cell Phone _____

E-mail _____ hereinafter called the User, for the use of

Clearwater Community Sailing Center on these dates (event dates) _____ for

the following purpose: _____

Approximate number of guests: _____ Time of event: _____

TERMS AND CONDITIONS

The parties hereto covenant and agree to the terms and conditions as set forth in this document. The User agrees to pay to CCSAI at the time of application, a non-refundable booking fee of \$150.00. The deposit will be forfeited if for any reason the User wishes to cancel the event or change the event date. All charges made for the use of the facilities shall be paid 30 days in advance of the event date.

APPLICABLE TO GROUPS USING FACILITY OR EQUIPMENT

- A. All Fire Department Regulations must be strictly observed.
- B. Smoking is prohibited in meeting rooms. Smoking is allowed outside and on the balconies.
- C. User will obtain any and all licenses and permits required by law including health permits and occupational licenses if required.
- D. Concessions will be operated only with the permission of CCSAI.
- E. The facility and equipment used must be returned in as good a condition as when rented. Costs of repairs will be charged to the User.
- F. User shall submit a set-up diagram at least one week prior to event.
- G. Improvements, alterations, or changes of any kind shall not be made unless or until complete plans of said improvements have been submitted to CCSAI and such plans are approved in writing by CCSAI. All cost of the aforementioned improvements shall be made at the User's expense.
- H. Upon termination or expiration of this Agreement, all improvements shall become the sole property of CCSAI.
- I. User shall provide ticket sellers, floor managers, stage crews, electricians, technicians, projectionists, sound systems operators, carpenters, machine operators, piano tuning and piano moving, and any and all help necessary for the event.
- J. If User desires to SELL alcoholic beverages, a ONE DAY NON-PROFIT CIVIC PERMIT shall be obtained from the Division of Alcoholic Beverages and Tobacco Department (located at 2189 Cleveland Street - Phone: 441-9975). User shall supply proof of permit to CCSAI.
- K. CCSAI is to provide all maintenance and upkeep of the premises and improvements constructed hereon by User, and User hereby covenants and agrees to keep and maintain the premises and improvements in good condition and repair during the term of this Agreement and any extension thereof. User agrees to use and maintain the premises in a safe and sanitary condition. User agrees to clean up building and grounds after using same, with failure of User to comply with the terms hereof constituting grounds for termination upon vacating premises or pay a fee of \$250 to restore.

- L. No rice is to be thrown inside the building facility. No Flames on second floor except under chafing dishes. No beer kegs inside the building facility, must be placed on balcony only.
- M. In consideration of \$1.00 and other good and valuable considerations, receipt of which is hereby acknowledged, the User agrees to indemnify and save and hold harmless CCSAI and to accept all liability arising out of, or resulting from any accident, illness, sickness or other injuries, including death, at any time occurring to persons (other than employees of CCSAI, while acting in their capacity as employees) and to property of others during time of rental or rehearsals. The User agrees further not to incur any debts which may be required or requested to be borne by CCSAI. User's limit of liability shall be in an amount equal to the limits of liability required in the liability insurance policy covering this Agreement.
- N. When requested, the User shall provide Liability insurance naming the City of Clearwater and the Clearwater Community Sailing Association, Inc., Clearwater, Florida, its employees and agents as additional insured with limits of \$1,000,000.00 combined single limit Bodily Injury and Property Damage per occurrence. Said Liability insurance shall cover liability from all activities and operations of the User including products and completed operations and including the contractual liability assumed by the User in this Agreement. The insurance policy must contain a provision providing the Clearwater Community Sailing Association, Inc., Clearwater, Florida, with thirty (30) days written notice prior to termination, non-renewal, or restriction of coverage. The User shall provide to CCSAI a certificate of insurance on the attached form as evidence that these requirements have been met.
- O. This Agreement is subject to termination by CCSAI or User upon ten (10) days written notice to the respective party.
- P. That CCSAI reserves the right through its representatives to enter any portion of the premises and to eject any objectionable person or persons from said building and upon the exercise of this authority the User hereby waives any right and all claim for damages against CCSAI and its said representatives, jointly and severally.
- Q. The use of the premises shall not interfere with the recreational programs or other activities approved by Clearwater Community Sailing Association, Inc same shall be grounds for termination of this Agreement upon ten (10) days written notice by CCSAI to User.
- R. Unforeseen questions shall be decided by User and the Supervisor of the facility being used.
- S. The User shall have a time limit. Event should be concluded by 11 p.m. and all clean up by 12 midnight.
- T. Any activity conducted not in accordance to the intended purpose of this lease may be canceled at any time.
- U. Any activity involving games of chance, must be reviewed and approved by the Clearwater Police Department prior to issuance of this agreement.
- V. All regattas must be governed by the USSA Racing Rules of Sailing. CCSAI will receive a copy of the final registration list along with the final payment.

The Lessee (or Applicant) assumes full responsibility for and covenants and agrees to indemnify and hold harmless the Lessor (or CCSAI), its agents and employees, from and against any and all actions, claims, losses or expenses (including attorney's costs) for any damages because of bodily injury, personal injury or property damage, including loss of use thereof, resulting from the Lessee's use or occupancy of the demised premises

NOTE: Signature of person representing User signifies that the terms and conditions above have been read and understood and that User shall abide by said terms and conditions. All above charges are estimates and are to be paid at least 14 days in advance of event. Following User's event, any additional charges will be billed accordingly. User is responsible to see that facility is cleared of all participants and equipment by the prescribed time, otherwise, overtime rate will be charged.

FOR: _____ Date: _____

User

Sales Tax Number if applicable: _____ AGREEMENT MUST BE SIGNED AND RETURNED

FOR: _____ Date: _____

Clearwater Community Sailing Association, Inc