

CLEARWATER COMMUNITY SAILING ASSOCIATION, INC.

D/B/A

CLEARWATER COMMUNITY SAILING CENTER

1001 GULF BOULEVARD

CLEARWATER, FLORIDA 33767

Phone: (727) 517-7776 Fax: (727) 489-2602

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RECREATION FACILITY USE AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ between the Clearwater Community Sailing Association, Inc., D/B/A Clearwater Community Sailing Center, 1001 Gulf Blvd., Clearwater, Florida 33767 hereinafter CCSC 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 CCSC at the time of application, a non-refundable booking fee of \$150.00. The deposit shall 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, otherwise, the User shall forfeit use of the facilities on the specified event date.

APPLICABLE TO GROUPS USING FACILITY OR EQUIPMENT

- A. All Fire Department Regulations shall be strictly observed.
- B. Smoking is prohibited indoors. Smoking is allowed outside and on the balconies.
- C. User shall obtain any and all licenses and permits required by law, including but not limited to health permits and occupational licenses, if required.
- D. Concessions will be operated only with the permission of CCSC.
- E. The facility and equipment used shall be returned in as good a condition as when rented, otherwise, all costs of repairs shall 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 CCSC, and such plans are approved, in writing, by CCSC. All costs 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 CCSC.
- I. User shall be responsible for hiring and compensating all necessary help required for its scheduled event, including but not limited to, security, ticket sellers, floor managers, stage crews, electricians, technicians, projectionists, sound systems operators, carpenters, machine operators, piano tuning and piano moving, and any other 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 such permit to CCSC.
- K. CCSC shall 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 \$250 restoration fee.
- L. No rice shall be thrown inside the building facility. No Flames on second floor except under chafing dishes. Beer kegs shall only be placed on the balcony only.

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- 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 CCSC 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 CCSC, while acting in their capacity as employees) and to property of others during time of rental or rehearsals. The User shall not incur any debts on behalf of CCSC, and the User understands that the User does not have the capacity to incur any debts on behalf of CCSC. 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., d/b/a Clearwater Community Sailing Center, 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., d/b/a Clearwater Community Sailing Center, Clearwater, Florida, with thirty (30) days written notice prior to termination, non-renewal, or restriction of coverage. The User shall affix to this form a certificate of insurance as evidence that these requirements have been met.
- O. This Agreement is subject to termination by CCSC or User upon ten (10) days written notice to the respective party.
- P. That CCSC 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 CCSC and the City of Clearwater, jointly and severally.
- Q. The User's utilization of the premises shall not interfere with the recreational programs or other activities approved by CCSC, and any such interference, shall be grounds for termination of this Agreement upon ten (10) days written notice by CCSC 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 with the intended purpose of this license shall 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. CCSC shall receive a copy of the final registration list along with the final payment.
- W. The User understands that nothing herein shall constitute a waiver by the City of Clearwater of its sovereign immunity and limitation set forth in Section 768.28 Florida Statutes.
- X. The User understands that event attendees consent to the uncompensated use of their name and picture in any media account, water sports program(s), or any future public relations media of the CCSC or the City of Clearwater.

The Licensee (or Applicant) assumes full responsibility for and covenants and agrees to indemnify and hold harmless the Lessor (or CCSC), its agents and employees, and the City of Clearwater from and against any and all actions, claims, losses or expenses (including attorney's fees) for any damages due to bodily injury, personal injury or property damage, including loss of use thereof, resulting from the Licensee's use or occupancy of the 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.

\_\_\_\_\_ Date: \_\_\_\_\_

User or on behalf of User

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

\_\_\_\_\_ Date: \_\_\_\_\_

On behalf of CCSC