



CLEARWATER COMMUNITY SAILING ASSOCIATION, INC.
D/B/A CLEARWATER COMMUNITY SAILING CENTER
1001 GULF BOULEVARD, PO BOX 3934
CLEARWATER, FL 33767
PHONE: 727-517-7776 FAX: 727-489-2602
Email: ccsa@tampabay.rr.com www.clearwatercommunitysailing.org

CARLISLE ROOM/CALIO VERANDA RENTAL AGREEMENT

This Agreement is made and entered into this ____ day of _____, 201_, and expires on the ____ day of _____, 201_, between Clearwater Community Sailing Association, Inc., d/b/a Clearwater Community Sailing Center, hereinafter called CCSC.

Contact Information:

Name: _____
(Last) *(First)*

Address: _____ City: _____ State: ___ Zip: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Email: _____

Emergency contact name: _____ Phone: _____

Responsible person during the event: _____ Phone: _____
(If different than the emergency contact name)

The responsible person or emergency contact shall be on the premises at all times during the event.

Event Information:

Month: _____ Day: _____ Year: _____ Start time: _____ End Time: _____

Set up time: _____ Tear down time: _____ Total time required for event: _____

Facility use: _____ Approximate number of guests: _____
(wedding reception, meeting, registration, party, class, other – explain)

Brides Name: _____ Grooms Name: _____

Caterer: _____ Phone: _____ Email: _____

DJ: _____ Phone: _____ Email: _____

Wedding Planner: _____ Phone: _____ Email: _____

Other vendors: _____ Phone: _____ Email: _____
(Please list)

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 \$200.00 plus tax**. 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 date. Initial.

APPLICABLE TO GROUPS USING FACILITY OR EQUIPMENT

1. All Fire Department Regulations shall be strictly observed.
2. Smoking is prohibited indoors. Smoking is allowed outside and on the balconies.
3. Portable heating equipment must be approved by CCSC management.
4. User shall obtain any and all licenses and permits required by law, including but not limited to health permits and occupational licenses if required.
5. Concessions will be operated only with the permission of CCSC.
6. The facility and equipment used shall be returned in the same condition as when rented, otherwise all costs of repairs or replacement shall be charged to the User.
7. Raising or lowering of the veranda deck curtains shall be supervised by a CCSC employee. Initial.
8. User shall submit a diagram at least one week prior to the event. Initial.
9. 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.
10. Upon termination or expiration of this Agreement, all improvements shall become the sole property of CCSC.
11. 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, and any other help necessary for the event. Initial.
12. 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 727-441-9975). User shall supply proof of such permit to CCSC.
13. 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 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 \$250. Restoration fee. Initial.
14. No rice shall be thrown inside the facility. Initial.

15. No open flames on second floor except under chafing dishes. This means no candles or other types of open flames. _____ Initial.
16. No glass containers on lower level or ground areas of facility. Beer kegs shall only be placed on balcony or veranda _____ Initial.
17. 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. User's limit of liability shall be in an amount equal to the limits of 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.
18. When requested, the User shall provide Liability insurance naming the City of Clearwater and the Clearwater Community Sailing Association, In. 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. _____ Initial.
19. This Agreement is subject to termination by CCSC or User upon ten (10) days written notice to the respective party.
20. That CCSC reserves the right through its representatives to enter any portion of the premises and to eject and 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.
21. 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.
22. Unforeseen questions shall be decided by User and the Supervisor of the facility being used.
23. The User shall have a time limit. Event should be concluded by 12:00am and all clean up by 1:00am.
24. Any activity conducted not in accordance with the intended purpose of this agreement shall be canceled at any time.
25. Any activity involving games of chance, must be reviewed by the Clearwater Police Department prior to issuance of this agreement.
26. 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.
27. 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 Applicant assumes full responsibility for and covenants and agrees to indemnify and hold harmless the Lessor (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. Above charges are to be paid at least 30 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 rates will be charged.

Signature on behalf of User

Printed Name (User)

Date_____

Signature on behalf of CCSC

Printed Name (CCSC)

Date_____

AGREEMENT MUST BE SIGNED AND RETURNED