

FACILITY USE AGREEMENT

This Agreement, dated this ____ day of _____, 2025, is between the City of Madeira Beach, a Florida municipal corporation, located at 300 Municipal Drive, Madeira Beach, Florida 33708, hereinafter referred to as “City” and Burton Meiring, LLC, a Foreign Limited Liability Company located at 145 108th Ave, Suite 1, Treasure Island, FL 33706, hereinafter referred to as “Simple Weddings”.

1. **PERMITTED USES AND LIMITATIONS**

City agrees to permit, nonexclusively, the described use of the Recreation Center located at 200 Rex Place, Madeira Beach FL 33708, City Centre located at 300 Municipal Drive, Madeira Beach, Florida 33708, and real property known as the Recreation Complex located at 200 Rex Place, Madeira Beach FL 33708, hereinafter referred to as “Facility or Facilities” under the following terms and conditions:

- A) Simple Weddings has the non-exclusive right to rent the Facilities based on availability as communicated by and between the City and Simple Weddings.
- B) Simple Weddings is solely responsible for assuring that the Facility is not used for any unlawful purpose or unsafe activity during its use by Simple Weddings and shall comply with all City policies, rules and regulations and any applicable federal, state, or municipal law, including any applicable fire life safety or building codes. Simple Weddings shall adhere to all minimum lighting requirements set by the Fire Marshall at all times during activities or events.
- C) City, for its own protection, reserves the right to enforce all applicable laws, policies, rules, and regulations. City retains the right to enter any and all premises at any time, and on any occasion without restriction whatsoever. City retains the right to direct the interruption of any event/activity in the interest of public safety and to terminate such event/activity when, in the sole judgment of the City administration or their employees or designees, such act is in the interest of public safety. Simple Weddings hereby waives any claims for damages or compensation should any event be so interrupted or terminated.
- D) Simple Weddings may use the Facilities for weddings, parties, meetings, and other City approved events.

2. **SCHEDULE OF USE PERIODS**

The parties acknowledge that there are other users of the Facilities whose time and needs City must attempt to coordinate and prioritize. City does not guarantee availability of the Facilities. The City shall have the right, and will endeavor to provide reasonable written notice to Simple Weddings, to pre-empt use of the Facilities for any reason determined by City. City shall not, in any event, be liable for any loss or damage caused by the unavailability of the Facilities due to City events and unforeseen or other reasonably uncontrollable events which cause failure of the Facilities to operate or function during the period of this Agreement.

FACILITY USE AGREEMENT

3. **TERM**

A) The initial term of this Agreement shall be two (2) years, commencing on April 1, 2025 and terminating on April 1, 2027.

B)

4. **ADVERTISING AND PUBLICITY**

When utilizing the City Facilities or premises, Simple Weddings shall ensure that, except to identify the location of the event, the City's seal or name is NOT used in any advertising and/or publicity.

5. **INDEMNIFICATION AND WAIVER**

Simple Weddings assumes all responsibility, risk and liability for all activities of Simple Weddings, its employees, agents, invitees, contractors, subcontractors, or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement. Simple Weddings agrees to the fullest extent permitted by applicable law indemnify and save harmless the City, its Mayor, Commissioners, Charter Officials, officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury, emotional distress, or death to any person, or damage to any property, which may have arisen or be alleged to have arisen in connection with negligence of the Simple Weddings. Simple Weddings shall accept any such cause or action or proceeding within 15 days of tender by the City. This indemnification shall survive the termination of this Agreement.

Simple Weddings expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the rental period, by reason of any defect, deficiency, failure, or impairment of the premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler systems or from any other source whatsoever. City is not liable or responsible for any financial loss incurred by the Simple Weddings due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function during the period of this Agreement.

6. **INSURANCE**

Without limiting its indemnification, and at least two weeks prior to the intended use, Simple Weddings will furnish City with a Certificate of Insurance evidencing insurance coverage as indicated below:

A) Policy of commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence. The commercial general liability insurance must include coverage for liability assumed under an insured contract

FACILITY USE AGREEMENT

(including defense costs assumed under contract) and shall name City as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City.

B) Workers Compensation insurance meeting the required statutory limits.

C) Property Insurance: City assumes no responsibility for the loss or damage of Simple Weddings' property placed on or in the Facilities, and Simple Weddings hereby expressly releases and discharges City from any and all liability for loss to such property. City recommends that Simple Weddings maintain property insurance sufficient to cover any items brought to the Facilities. City shall have the sole right to collect and have custody of all articles left in the Facilities fifteen (15) days after the intended use of the Facilities.

Simple Weddings shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this section. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is grounds for termination of this Agreement. All insurance limits are minimums. If the Simple Weddings' policies contain higher limits, then City shall be entitled to coverage to the extent of such higher limits.

7. EQUIPMENT

Generally, Simple Weddings must provide all equipment needed by Simple Weddings. Storage space will not be provided. Simple Weddings shall also have the right to use City equipment located within the Facilities with the understanding that it will also maintain the City's equipment. Simple Weddings shall keep any equipment owned and used by Simple Weddings at the Facility in good working condition at all times. Simple Weddings shall be responsible for repairing or replacing any equipment or other property owned by City and used by Simple Weddings that is lost, damaged or otherwise rendered unfit for use for reasons other than reasonable wear and tear. Any and all damages that result from Simple Weddings failure to maintain its equipment, or the City's equipment, in proper working order are the responsibility of the Simple Weddings. City reserves the right to make or contract repair of such damages, as it deems appropriate, and to invoice Simple Weddings for the actual costs of parts, materials and labor, and any potential loss of use of the Facility.

8. CLEANING, VANDALISM and OTHER DAMAGES

During the periods of Facility use by Simple Weddings, Simple Weddings shall be responsible for the control of its members, agents, employees, participants, spectators, and others admitted to the premises by Simple Weddings. Simple Weddings shall be responsible for repair of all vandalism and/or damages and for the expense of cleanup at the conclusion of each use. Simple Weddings shall not

FACILITY USE AGREEMENT

drive, nor permit to be driven, any nails, hooks, tacks, or screws in any part of the building, nor shall Simple Weddings make, or allow to be made, any building alteration of any kind. Simple Weddings must perform general cleanup at the conclusion of each use. General cleanup includes the cleaning necessary to return the Facility to a clean, safe, orderly, and sanitary condition.

9. **ADDITIONAL SERVICES**

SIMPLE WEDDINGS shall reimburse City for any and all services not included in this Agreement but requested by Simple Weddings or required to fulfill Simple Weddings' responsibilities under the terms of this Agreement including, but not limited to, cleanup not accomplished by Simple Weddings. Charges for any such items will be invoiced to the address of the Simple Weddings as shown below and are due in full upon receipt of the invoice.

10. **FEES**

Simple Weddings agrees to pay to City , 75% of the fees as itemized in the City of Madeira Beach Fees & Collections Manual, specific to the rental rate and clean up fees related to facility rentals. Said sums shall be paid at least 7 days prior to the date of the reservation of reserved facilities.

11. **ASSIGNMENT**

No benefit under this Agreement may be assigned nor may any duty under this Agreement be delegated without the written consent of the other party.

12. **AMENDMENTS**

This Agreement may not be added to, modified or changed in any way except by written agreement signed by both parties.

13. **NO WAIVER**

The failure of the City to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach thereof shall not constitute a waiver by City of any such provision, breach or subsequent breach of the same or any other provision.

14. **INTERPRETATION**

This Agreement constitutes the entire agreement between the parties, superseding all previous representations, discussions, and agreements between the parties. This Agreement shall be binding upon and shall inure to the benefit of the successors and, subject to the provisions relating to assignment, the assigns of each of the parties. This Agreement shall be interpreted under the law of Florida, choice of law excepted. Suit or claims arising out of the use or this Agreement shall be brought in the Circuit Court of the Sixth Judicial District, Pinellas County, Florida.

15. **NOTICES**

FACILITY USE AGREEMENT

Any notices concerning this Agreement and all notices required by this Agreement shall be given in writing and shall be personally delivered or mailed to the addresses designated by the parties below. [List the names and addresses here.]

FACILITY USE AGREEMENT

NEED TO ADD SIGNATURE BLOCK FOR BURTON MEIRING, LLC HERE

BURTON MEIRING, LLC, a Foreign
Limited Liability Corporation

CITY OF MADEIRA BEACH, a Florida
municipal corporation

Print Name:

Anne Marie Brooks, Mayor

WITNESSES:

ATTEST:

Print Name:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Anne Marie Brooks, Mayor of the City of Madeira Beach, who ___ is personally known to me or ___ has produced a _____ driver's license or _____ as identification.