



For Company Use Only:

Rental assignments are for Company use and Company reserves the right to change terms and or conditions of Rental Agreement.

CITY OF PAHOKEE
MARINA AND FACILITY EVENT SPACE RENTAL AGREEMENT

This Agreement, made by and between CITY OF PAHOKEE ("CITY") and RENTER and is intended for the usage of marina sites, to include conference rooms, and/or any other buildings or structures for social and/or business events upon the consent and approval of CITY at the "Marina Site". This Agreement is not transferable. It must be read, signed and returned to CITY in advance of the rental. Violation of this and any other provision of this Agreement, or any CITY Rules and Regulations will result in the immediate termination of this Agreement.

The City of Pahokee is the Lessee/Operator of the Marina, Campground, Restaurant and adjoining property under a Lease Agreement with the State of Florida, the owner of the property.

It is imperative that the following Agreement is thoroughly read, signed and returned to CITY ten (10) days in advance of the event. Failure on the signing party's part to comply with ALL guidelines, rules, regulations and or policies set forth in the Agreement may result in immediate termination by the CITY of the Agreement before or during the event and forfeiture of any and all fees and deposits paid on or thereafter. The rental requirements are attached hereto as Attachment "A: are incorporated hereto and made part of this Agreement.

RENTER INFORMATION

Name(s) of Renter _____ Home Phone _____

Business Name _____ Business Phone _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone () _____ Email _____

D.O.B. / ____/____/____ EIN No. _____

Billing Address _____

Emergency Notification Contact Information

Name _____ Phone _____

**RENTAL REQUIREMENTS FOR PAHOKEE MARINA AND MARINA
FACILITIES**

General Requirements

In order to rent any part of the facilities offered by CITY, the RENTER must be:

- I) A minimum of twenty-one (21) years of age;
- 2) In attendance during the entire time of the rental;
- 3) Ensure that no underage drinking is permitted and be responsible for the safety and sobriety of any and all persons at and around the event.

Insurance

Renter must provide Certificate of Insurance to CITY which shall clearly state the following:

- A. The City of Pahokee and the State of Florida shall be named as additional insureds under the policy.
- B. The Certificate of Insurance issue date shall not be more than twenty (20) days from the date of its receipt by City.
- C. The name of the "Insured" should be the name of the entity (Renter) requesting the permit unless the Description of Operations section explains the relationship (i.e. ownership) between the "Insured" and Renter and CITY approves.
- D. The CITY requires the use of insurers with a minimum of no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- E. "Commercial General Liability" must be written on an "Occurrence" basis.
 - a) If the event involves an athletic competition or demonstration the Certificate of Insurance must clearly indicate that liability for unintentional injuries caused by participants/demonstrators to spectators is included and clearly stated.
 - b) If alcoholic beverages (including beer, wine, and spirits) are for sale at the event, the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$2,000,000 each occurrence.
 - 1) Note: Prior approval from the City Manager must be obtained in writing no less than thirty (30) days prior to the event.
 - c) If no admission or similar fee is charged at any type of event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum limit of liability of \$2,000,000 each occurrence.

- d) The policy must not exclude either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.
 - e) If no alcohol beverages are served the liability insurance shall be secured at a minimum of One Million Dollars (\$1,000,000.00). Liability limits may be increased in the discretion of the City Manager.
- F. A "Policy Number" or binder number must be clearly indicated. Florida binders are only valid for 30 days.
 - G. The "Effective Date" and "Expiration Date" must cover the entire duration of the event including set-up and take-down periods.
 - H. RENTER limits of liability may be less than those required. If necessary, they may be supplemented with Umbrella Liability, provided the combined limit satisfy the minimum requirement and the County is listed as "Additional Insured" certificate. on the Umbrella Policy or the Umbrella policy is noted as "Follow Form" on the
 - I. Special liability coverage such as Automobile, Watercraft, Aircraft, etc., may be required, if staff indicates such coverages are required, place the details where appropriate on the Certificate.
 - J. "City of Pahokee" must be shown as "Additional Insured" in the Description of Operations section. This section may also be used to indicate other insurance related required information including the Name and date(s) of the event.
 - K. The 10-day endeavor to notice requirement must be included. If the General Liability Insurance policy is a short-term special events type policy, then this section is not applicable.
 - L. The "Certificate Holder" must list the following: City of Pahokee 207 Begonia Drive, Pahokee, FL 33476
 - M. The Certificate must be signed by the insurance agent or an insurance company representative. Electronic signatures are acceptable on computer generated certificates.

PROVIDE YOUR INSURANCE AGENT AND ALL EVENT PARTICIPANTS WITH A CITYY OF THESE INSTRUCTIONS AND THE SAMPLE CERTIFICATE OF INSURANCE TO ENSURE THE SPEEDY PROCESSING OF YOUR PERMIT APPLICATION.

Alcohol / Beverage Policy

CITY Marina and Campground is not liable for any incident, injury including death, or property damage relating to the consumption of alcohol (liquor/beer/wine).

All alcohol (liquor/beer/wine) must not be left unattended or left out on tables or any of the surrounding area of the CITY Marina and Campgrounds.

All alcohol (liquor/beer/wine) must be properly and responsibly attended to.

Noise

Noise levels shall not impact any others at the campground. Quiet hours are 10:00 p.m. to 8 a.m., and are strictly enforced. Noise emitting equipment, bright lights, and/or loud voices are not permitted during this time. We ask all participants please respect campers on the CITY campgrounds.

Musical Performances and Equipment

The Renter shall be responsible for all musical performances, equipment and sound equipment used by the performer in his performance in the event of fire, proven theft, riot, or any damaging occurrence other than normal wear and tear or damage caused by the performer.

Renter shall acknowledge and state disclaimer before, during and after event that the City of Pahokee is in NO WAY liable for any words, thoughts, expressions and/or lyrics that may cause offense to ANY religious group, gender, or ANY persons attending or not attending the Renter's event.

Case of Injury and/or Trouble

Please notify CITY Marina and Campground management immediately if an incident occurs that may cause injury (in addition to calling Emergency services i.e. 911).

Renter(s), upon becoming aware of a situation that could lead to injury or property damage shall take immediate and decisive action to prevent persons at your event site or event from engaging in activities or conduct that is drunken, riotous, quarrelsome, violent or disorderly, which could cause property damage and/or harm to themselves or others. Renters(s) is/are responsible for the safety and sobriety of the persons attending the Renters event and will be held legally responsible for injuries and damages arising from actions which include serving someone to intoxication, serving or allowing someone who is already intoxicated, serving minors and failing to prevent impaired individuals from driving.

If a person causing trouble refuses to leave the campground premises when asked by Renter(s) and/or CITY, Marina and Campground, Renter(s) shall assist with again asking the person to leave and advising the person that the Palm Beach Sheriff's Office (PBSO) will be called if he/she refuses to leave. If the person continues to refuse to leave, Renter(s)/ Participant(s)/ Attendee(s) shall promptly request CITY management personnel to contact the PBSO, or if necessary, contact PBSO themselves and notify CITY immediately that PBSO has been contacted.

Indemnification

Renter shall, during the tenancy of this agreement, fully protect, indemnify and hold CITY harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or damage to or loss of any property in connection with, any act, omission, event, condition or casualty in connection with the business, profession and activity conducted on the premises or the use of occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

Renter's Liability is not limited to the security deposit. Renter(s) is/are responsible to pay for full damages incurred as a result of any injury including death to any person or damage to any property as stated above, including any legal fees needed to recoup expenses.

Rental Deposit

To hold a reservation, a deposit of 30% of rate quoted is required. To hold a reservation for an event, a 30% deposit per Marina facility and space rental is required. You may reserve by credit card or money order, payment must be received fifteen (15) days prior to event, or your reservation will not be guaranteed. No personal checks are accepted. All rates are subject to 7% state tax and 6 % bed tax as required by Florida law. All Marina and facility space rates are subject to change. A utilities deposit of \$300 will be required upon check-in for events longer than three hours.

Security Deposit/Damages

CITY may require a security/damage deposit of an amount to be determined, which will be refunded upon satisfactory inspection of the facilities by CITY. Renter(s) is/are responsible for the actions of any and all guests and will maintain order and decorum in and around the marina and facility space or other areas during the rental period. If the police are called and/or summoned as a result of Renter(s) activities, Renter(s) will lose ALL deposit(s). Renters(s) is/are responsible for any payment of liability claims or restoration charges for damages to the building, tables, chairs, etc. Renter(s) may also lose deposit for any necessary clean-up of hazardous wastes, bodily fluids, and/or garbage.

Set Up and Cleaning

Management expects any and all facilities available for renting to be returned to the same condition as they were before the start of event, which includes cleaning and the removal of garbage/waste.

Payment

The City requires an application fee of \$100.00. Payment for event shall be \$3,000.00. Payment may be made by cash, credit card, money order, cashier's check or travelers checks, are accepted. No personal checks will be accepted.

Cancellation Policy

Deposits are non-refundable. If a reservation is cancelled at least ten (10) days in advance, Renter may apply a camp credit (less a \$15.00 rebooking fee) to a new or rescheduled event within ninety (90) days. Otherwise, 100% of Renter's deposit will be forfeited.

Additional Rules and Regulations

All buildings and the pool area are "non-smoking" facilities. Smoking is prohibited within 50 feet of main entrances, exits and operable windows. All users must comply with current smoking laws.

Renters(s) is/are responsible for any and all costs incurred for catering, decorations, and/or entertainment.

Decorations must not be attached to the buildings by using nails, staples, tacks or cellophane tape. Masking tape is permitted.

Renter agrees that all attendees, performers, guests, family, employees and agents shall comply with all applicable laws, rules and regulations of the state as well as any other governmental body or authority. Renter further agrees that all event attendees, performers, guests, family, employees and agents shall comply with the CITY's "Rules & Regulations" currently in existence and as they may be changed from time to time by the CITY.

I have read and understand the Guidelines of Renting Marina and Campground – facility and rental space. I understand that non-compliances to the guidelines, failure to clean up or damage incurred to CITY Marina and Campground is my responsibility. Non-compliance will result in part or all of my security deposit not being refunded in the discretion of CITY.

Executed on the _____ day of _____, _____.

By Renter: _____
(Print Name) (Signature)

Witness: _____
(Print Name) (Signature)

Attested City of Pahokee

BY: _____ BY: _____
Tijauna Warner, City Clerk Rodney D. Lucas, City Manager