

THE TOWN OF CINCO BAYOU, FLORIDA

TOWN HALL USE LICENSE

THIS LICENSE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between THE TOWN OF CINCO BAYOU, FLORIDA, (hereinafter referred to as "Town"), and \_\_\_\_\_ (hereinafter referred to as "User," whether one or more) whose address is \_\_\_\_\_ for use of the Town of Cinco Bayou Town Hall, under the following conditions:

1. The User agrees to pay to the Town, at the time of acceptance of this agreement, a license fee of \$\_\_\_\_\_, based upon the use time as set forth in paragraph 2 below, and a deposit of \$\_\_\_\_\_. The total deposit paid, or a portion thereof, will be deducted for any additional charges levied for use of the Town facilities and the balance of any deposit funds will be returned to User within five (5) business days of the event. The Town requires that all charges made for the use of facilities be paid in advance of the date that such facility is to be used.

2. This License grants the User the use of the Town Hall from: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, (time) (day) (month) (time) (day) (month) for \_\_\_\_\_ (event).

3. In the event that Town Hall is not vacated by the ending time as set forth in paragraph 2 above then an additional rental fee of \$50.00 per each additional hour or portion thereof shall be charged and deducted from the deposit.

\_\_\_\_\_  
User Initials

4. The User shall:
- a. Indemnify, defend and hold harmless the Town and its officers, employees, and agents, from and against any and all liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorneys' fees and cost of defense) to any person or property arising directly or indirectly from the use of Town facilities pursuant to this agreement or arising out of any act or omission of the User and/or its officials, employees, agents, or representatives.
  - b. Obtain and pay all necessary support personnel for the event.
  - c. Obtain at User's cost and expense any and all licenses or permits required by law or ordinance.
  - d. Accept the facilities as they are at the time of occupancy.
  - e. Not remove equipment or furnishings from the Town Hall premises under any condition.
  - f. Arrange and be responsible for all deliveries of equipment, properties, decorations, etc., subject to the approval of the Town Manager.
  - g. Remove from the Town Hall premises before the beginning of the next work day or as determined by the Town Manager, all equipment, properties, decorations, etc.

for which the User is responsible; any such material remaining beyond the specified time will be subject to storage charges.

5. The Town shall:
  - a. Furnish light, heat and water by means of appliances installed for ordinary purposes, but for no other purposes. The Town shall not be responsible or chargeable for interruptions, delays or failures in furnishing any such utilities due to causes beyond its control.
  - b. Not be responsible for any damage, accident or injury to the User, his property or his agents, servants, employees or their property, from any cause whatsoever, nor for injury or damage to persons or their property while attending the function sponsored by the User either prior, during or subsequent to the period for which use of Town facilities by User has been authorized.
  - c. Reserves the right in the exercise of discretion, to rescind and cancel this agreement at any time.
  
6. The authorized use of Town facilities shall be subject to the Rules and Regulations and Requirements attached hereto as Exhibit "A." Payment for use of facilities should be made by check or money order made payable to The Town of Cinco Bayou, Florida.
  
7. The Town reserves the right, through its representatives, to eject any objectionable person or persons from Town facilities and upon the exercise of this authority, through its representatives, agents or policemen, User hereby waives any right and all claims for damages against the Town or any of its agents.
  
8. Special Provisions (if none, enter "none")  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
9. The application and provisions of this license shall constitute the total agreement between the parties and shall be binding upon all parties upon the execution by the Town Manager or his/her designee.

SIGNED and SEALED on the day and year first above written.

THE TOWN OF CINCO BAYOU, FLORIDA

USER: \_\_\_\_\_

By: \_\_\_\_\_  
Town Manager (seal)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OR

\_\_\_\_\_  
Individually

## EXHIBIT A

### TOWN OF CINCO BAYOU RULES GOVERNING USE OF TOWN HALL

1. Smoking in the Town Hall is prohibited.
2. The possession or consumption of alcoholic beverages in Town Hall or in the Winn Davis Park is prohibited.
3. Any special decorations used for a meeting or activity must be removed after the event. **USE OF TACKS, NAILS, STAPLE GUN OR HELIUM BALLOONS IS FORBIDDEN** in decoration of the Town Hall.
4. Persons renting the Town Hall will be held responsible for any breakage or other damage inside as well as outside of building.
5. Be sure that all inside lights are off before leaving the building. (Tower Lights, restroom entrance and outside lights are on a timer).
6. Return chairs and/or tables to their proper places.
7. It is important that the outside be cleaned up as well as the inside. Unsightly trash, bottles, cans, etc. will cause renter to lose deposit.
8. The Town Hall must be vacated at the agreed upon ending time of the event as indicated on the Town Hall Use License Agreement.
9. The pictures are not to be removed from the walls. If they are a \$50.00 fee will be deducted from the rental deposit. The flower arrangements and plants are not to be removed from their present location or an additional \$50.00 will also be retained from the User's deposit.

### RULES GOVERNING USE OF KITCHEN/RESTROOMS

1. Electric range and all lights must be turned off.
2. No food or beverage will be left in the refrigerator.
3. Garbage must be placed in plastic bags, tied at top and placed in the outside container immediately following the meeting or event. Bags will be furnished by the Town.
4. Check restrooms after event- they must be left clean - floors clean, wastepaper baskets emptied and lights off.