

**LITTLE ORANGE CREEK NATURE PARK
RENTAL AGREEMENT**

This Agreement, made this _____ day of _____, 2022, between the **CITY OF HAWTHORNE, FLORIDA**, a municipal corporation, (“CITY”) and _____, (“RENTER”), whose address is _____, Florida, and whose phone number is _____.

1. PREMISES TERM, RENTAL FEE AND USE

The CITY agrees to rent to RENTER the premises at the **Little Orange Creek Nature Park** (“LOCNP”), located at: **24115 SE Hawthorne Rd, Hawthorne, Florida** for their event (not to exceed an eight hour period) or activity on _____, (date) in exchange for the rate of **\$650.00, plus sales tax**, to be paid at least fourteen days (14) prior to the scheduled event or activity.

The specific event or activity for which the RENTER seeks to use the LOCNP is: _____ . The event or activity is scheduled to occur between the hours of _____ and _____. (NOTE: the LOCNP is closed from sunset to sunrise daily). CITY Staff will unlock the premises on the day of the event, or a key will be assigned to RENTER. Access to the LOCNP before and or after the stated and agreed rental period will not be permitted, unless otherwise arranged with the CITY. RENTER shall schedule any decorating of the LOCNP or deliveries and removal of event equipment or event supplies to coincide with RENTER’S agreed rental period, unless otherwise arranged with the CITY. Please answer the following questions regarding your event or activity:

WILL ALCOHOL BE SERVED?:	YES _____	NO _____
WILLS MINORS BE PRESENT?:	YES _____	NO _____
OPEN TO THE PUBLIC?:	YES _____	NO _____
ADMISSION CHARGED?:	YES _____	NO _____
WILL FOOD BE SERVED?:	YES _____	NO _____
WILL FOOD BE SOLD?	YES _____	NO _____
ANY VENDORS ON SITE?	YES _____	NO _____
ESTIMATED ATTENDANCE:	_____	
WILL THERE BE MUSIC?	YES _____	NO _____
BAND OR DISC JOCKEY?	_____	

2. SECURITY DEPOSIT

The RENTER shall pay a **one hundred-fifty-dollar (\$150.00) security deposit** to reserve the LOCNP and this security deposit will be returned when the LOCNP is cleaned to the City Manager's satisfaction (See Section 3 below for details of RENTER's responsibilities & obligations). This security deposit is due at the time of signing this Agreement. The security deposit **cannot** be waived. If the activity or event is cancelled, the security deposit will be forfeited. If any check, draft, or other written order, made, drawn, uttered or delivered by RENTER for any payment under this Agreement is dishonored or returned for insufficient funds the City reserves the right, in its discretion, to impose a service fee of fifteen dollars or 5% of the face amount of the written instrument, whichever is greater.

3. RENTER RESPONSIBILITIES & OBLIGATIONS

a. RENTER shall set the air conditioning/heating units to the "OFF" positions and turn off ALL lights and ensure that ALL doors are locked when leaving the premises.

b. RENTER shall be liable for all damages to the buildings and CITY property. In the event of damages, RENTER shall be charged for any and all janitorial and/or repair expenses incurred by the CITY. Such costs shall be deducted from the RENTER's deposit and RENTER will be billed for any costs above the RENTER's deposit. Failure of RENTER to compensate CITY for damages or losses resulting from use of LOCNP will result in RENTER being prohibited from future use of CITY facilities.

c. RENTER shall abide by all applicable provisions of the City Code of Ordinances and State and Federal law and obtain, at his/her own expense, all licenses and permits as may be required by law.

d. RENTER shall ensure adequate security for its event or activity and, if the need exists, hire security personnel, at its own expense.

e. During its event or activity, the RENTER shall maintain the LOCNP in a neat and orderly fashion by disposing of trash in designated receptacles. After the event or activity, if RENTER fails to leave the LOCNP in a clean and orderly fashion, including proper removal of all garbage, the cost of janitorial services will be deducted from the RENTER's security deposit.

f. RENTER shall not use the CITY's name nor use its logo to promote or advertise their event or activity without prior written permission from the CITY.

g. All decorations and/or equipment placed in or on the buildings, walls, or corridors, shall be placed without damage to the walls and the facilities at LOCNP.

h. UNDER NO CIRCUMSTANCES shall alcohol be sold at the LOCNP.

i. If any vendors are invited by RENTER onto the city property, RENTER shall provide the CITY with a copy of the vendor current Certificate of Insurance and permit/license for their activity.

4. CITY RESPONSIBILITY AND OBLIGATIONS

a. The CITY will be responsible for cleaning the LOCNP before use by RENTER.

b. The CITY shall not be responsible for any loss or damage to machinery, equipment, paraphernalia, costumes, clothing, scenery, trunks, exhibit materials, musical instruments or cases for same, or any other property of the RENTER caused by theft, fire, riot, strikes, act of God or any other course of whatever nature or kind.

c. The duly authorized representatives of the CITY shall have free access at all times to all space occupied by the RENTER. The CITY is not responsible for providing supervision at the LOCNP during the event or activity. However, the CITY reserves the right to control and manage the LOCNP and may evict individuals from the premises during the event or activity if their conduct is deemed detrimental or disruptive to public safety.

d. The CITY shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises. The RENTER shall be responsible and required to pay to the CITY an amount sufficient to discharge all taxes that may arise from or in connection with the RENTER'S use of the LOCNP upon demand.

5. INDEMNITY, DUTY TO REPORT AND WAIVER

a. While the CITY's liability carrier covers the lawful rental of the LOCNP (as long as alcohol is NOT sold), RENTER agrees to indemnify, defend, and hold harmless the CITY, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the LOCNP and adjoining property, unless solely caused by the gross negligence or willful misconduct of the CITY, its officers, employees, or agents.

b. RENTER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of CITY property or facilities and adjoining property to the City of Hawthorne Manager or her designee in writing as soon as practicable.

c. RENTER waives any right of recovery against the CITY, its officers, employees, and agents for fires, floods, hurricanes, tornados, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of "acts of God" to the CITY, its officers, employees, or agents.

d. RENTER waives any right of recovery against the CITY, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER'S use or occupancy of the LOCNP and adjoining property, even if the CITY, its officers, employees, or agents seek recovery against RENTER.

e. RENTER acknowledges that the insurance policies maintained by the CITY, if any, are maintained for the protection and benefit of the CITY, and do not provide any protection to RENTER for RENTER's liability arising out of RENTER's use of the LOCNP. In addition, the CITY's insurance policies do not provide coverage for damage to property of RENTER while such property is at or in the LOCNP.

f. If any vendors are invited by RENTER onto the property, RENTER shall provide the CITY with a copy of their current Certificate of Insurance and permit/license for their activity.

6. ASSIGNMENT PROHIBITED

The RENTER shall not assign or sublet to others the space covered by this Agreement. RENTER agrees to use the LOCNP for the purpose stated in this Agreement and for no other. RENTER's publicity for the event shall clearly and accurately identify the sponsoring organization or individual. RENTER shall not use the CITY'S name to suggest endorsement or sponsorship of the event unless the CITY provides written consent.

7. REMEDIES, TERMINATION AND APPLICABLE LAW

a. In case of a lawsuit or action is instituted by the CITY to enforce compliance with this Agreement, the CITY shall be entitled in addition to the costs and disbursements provided by statute to such additional sums as the court may adjudge reasonable for attorney's fees.

b. The CITY may terminate any grant of space to the RENTER if use of property shall in any way conflict with Federal, State or Local laws or if the occupancy shall operate to discredit the CITY.

c. It is agreed that without prejudice to any other rights and remedies that may be available to the CITY, in the event of the breach by RENTER of one or more of the provisions of this Agreement, or any misrepresentations in obtaining said Agreement, the CITY may refuse to allow the RENTER to take possession of the premises, or if RENTER is already in such

possession, may stop all activities of RENTER from doing any or all of the things authorized by this paragraph.

d. RENTER acknowledges that CITY may terminate and cancel access to the LOCNP at its discretion.

e. Should RENTER terminate this Agreement prior to the scheduled event or activity, **fees collected will be refunded less the security deposit of \$150.00**

f. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the parties have affixed their signatures as follows:

I, the undersigned am an authorized agent of the organization renting the LOCNP and executing this Agreement and have the authority to bind the organization to the terms herein. The information provided in this Agreement is true and correct. I have read and understand the agreement and shall abide by the terms and conditions.

\$ 650.00 Per Day
\$ 42.25 Tax
\$ 692.25 Subtotal
\$ 150.00 Security deposit

TOTAL DUE: \$842.25

RENTER: _____
Signature

Print Individual's Full Name (and Position, if applicable):

Organization Individual Not-for-Profit (must have tax exempt form)

Mailing Address: _____

Phone Number: _____

Approved by: _____ Date: _____
City Staff Name

Security Deposit Paid: _____ Balance Due: _____