



SCHEDULING

Facility Reservations are on a first come first serve basis and are secured by completing the contract and receipt of all monies.

Town functions shall be the only entity that shall have precedence over another. No individual or group shall have precedence over another. No discounts will be issued on rentals.

To rent a facility you must complete the Facility Application Form and return it with your check to the Town Clerk at 230 Tubb Street, PO Box 98, Oakland FL 34760. To check availability you may call 407-656-1117 ext 11.

1. All events must conclude by the designated time.
2. Sound must maintain a reasonable limit.
3. If a complaint is made you must turn down the sound level. If a second complaint is made you must terminate your event.
4. Weapons, fireworks, games of chance or gambling and drugs are prohibited.
5. Tobacco is allowed only in designated areas.
6. Alcohol that is permitted for an event must follow Local, State and Federal regulations and remain in the hall.
7. Lessee is responsible to report uninvited guests and children under 21 illegally consuming alcohol. Lessee is responsible to assist the Police Department with this violation. Failure to do so will forfeit their deposit and risk immediate termination of their event by the Police Department.
8. Use of profanity or obscene language in public events is prohibited.
9. The Lessee is responsible for all other equipment needed for the event and will insure that equipment does not overload any electrical system. The Lessee is responsible for taking down individual equipment at the end of their performance and insuring that the Town's property is not damaged.
10. The Lessee will return keys to the Town Hall, the next business day or deposit the keys in the Water Drop Box located in Town Center Circle next to the Post Office Box. There will be a \$50.00 charge to Lessee if keys are not returned on schedule.
11. The Lessee is responsible for all damage to Town property; this includes damage caused by vehicles, persons and vendors associated with the event. Note: The coffee urn is valued at \$115.00 damage or loss will result in that amount being deducted from your deposit. Damages over the amount left on deposit will be billed to the Lessee.
12. Pending party size and duration the Town Manager reserves the right to determine if portable bathrooms should be brought on site. The arrangements and costs are the Lessee's responsibility.
13. Loading and unloading is permissible but in designated areas only.
14. The Lessee agrees to indemnify and hold the Town of Oakland harmless for all claims and liabilities, costs, expenses, and legal fees that the Town may incur as a result of the use of the Town property on the dates set forth.
15. Lessee is responsible to contact mosquito control 3-5 days in advance. 407-754-9120

INSURANCE (\$300,000 LIABILITY WITH THE TOWN OF OAKLAND NAMED ADDITIONAL INSURED)

Any users, whose activities fit into the following categories, will be required to provide proof of insurance.

1. Any activity involving food preparation and consumption (exclusive of minor refreshment i.e. coffee tea cake or cookies)
2. Dances, dance instruction, athletic activity
3. Any activity where 200 or more people will be in attendance
4. Any activity where the participant pays an entrance fee

SPECIAL REQUESTS All special requests must be made in writing and approved by the Town Manager of the Town of Oakland.

CANCELLATION POLICY, REFUNDS AND RETURN OF DEPOSITS

All cancellations are to be made in writing and in person by the Lessee to the Town of Oakland, 230 N. Tubb Street, P.O. Box 98, Oakland, FL 34760

Refund policy is as follows: Days Prior to Event Charges: 31-60 Days \$50.00 Charge, 0-30 Days \$250.00

Refund checks will be mailed either on the 2nd or 4th Wednesday unless there is a dispute of the billing after the event. Checks will be issued to the person who paid the deposit only.

____ **PREPARATION** **DATE & TIME ALLOWED ACCESS** _____ **VACATE BY** _____

1. All chairs and tables are to remain set up to avoid damage to floors.
2. Town equipment, including kitchen appliances, holiday decorations, wall hangings, plants, etc. may not be moved for any reason. I understand that if items are moved by someone in my party or by me, I will lose my entire deposit.
3. No equipment, including tables and chairs and their storage racks may be taken outside. All non-Town equipment, (tables, chairs, etc.) must be removed from the property at the end of my rental time.
4. No cooking of foods is allowed in the hall due to fire codes. The microwave may be used to reheat food.
5. All food must be brought in the hall from the service entrance.
6. The park grounds are not part of rental and are open to the public.
7. All deliveries and pick-ups must be arranged for the date of the function only.
8. No activities, setup or vehicles allowed on any concrete walk way, grass, bricks or bike trail. Parking is only allowed in designated areas.

____ **DECORATING**

1. No fog, smoke, or bubble machines are allowed inside the building.
2. The use of confetti and/or throwing of rice are not allowed. (Bird seed is O.K.)
3. No decorations of any kind are to be hung from the ceiling, sconces, chandelier, walls or doors.
4. No staples, tape, nails, or paperclips are to be used on the walls, ceiling, doors or windows.

____ **NO WATER IS TO BE USED UPON THE WOODEN SURFACE. LIQUID SPILLS ARE TO BE PAPER TOWEL MOPPED UP IMMEDIATELY.**

The EVENT

Supervision of all activities is the responsibility of the Lessee.

 CLEAN-UP

1. All chairs and tables are to remain set up to avoid damage to floors.
2. All trash on floors and in garbage receptacles is to be placed in plastic bags and taken to the trash receptacles outside.
3. Kitchen sink, refrigerator, microwave and counters are to be wiped down and clear of all food articles.
4. Kitchen and Main floor is to be swept broom clean.
5. All food articles and spills are to be cleaned from tables and floors. Food is to be removed from the refrigerator.
6. No grease is to be poured into the sink. All grease is to be placed in the receptacles outside.
7. If any of the above is left undone, renter is subject to a minimum charge of \$75.00; cleaning fee that will be deducted from the deposit refund.

IN CASE OF AN EMERGENCY

CALL ORANGE COUNTY DISPATCH 407 836-4357 ASK THEM TO CALL OAKLAND'S ON DUTY POLICE OFFICER TO COME TO THE LOCATION YOU ARE AT.

MEETING HALL 221 North Arrington Street Hours of Operation 7:00 AM until 12:00 midnight

<u>Rental Fees:</u>	<u>Residents</u>	<u>Non-Residents</u>
Friday-Sunday		
Full Day (7a.m.-12midnight)	\$350.00	\$525.00
4 Hours (Minimum Requirement)	\$250.00	\$375.00
Monday-Thursday		
Hourly 2 Hours: (Minimum Requirement)	\$100.00	\$150.00
Each Additional Hour	\$ 50.00	\$ 75.00
Refundable Booking & Damage Deposit:	\$250.00	\$250.00

MEETING HALL FACTS SHEET (SUBJECT TO CHANGE)

Capacity	108 persons	Room Size	1363 sq. ft.
Parking Spaces	52 spaces in Block & 3 handicap spaces	Chairs	80
5 foot Round Tables	11	6 foot Rectangle Tables	7

SPEER PARK, HULL AVE. PARK & VANDERLEY PARK

Hours of Operation Monday – Friday 8 am – 8 pm Saturday 9 am – 10 pm Sunday Noon – 8 pm

<u>Rental Fees:</u>	<u>Residents</u>	<u>Non-Residents</u>
Per day	\$0	\$35.00

SPEER PARK & MEETING HALL GAZEBO Hours of Operation Monday – Friday 8 am – 8 pm Saturday 9 am – 10 pm Sunday Noon – 8 pm

<u>Rental Fees:</u>	<u>Residents</u>	<u>Non-Residents</u>
Per day	\$0	\$35.00
Electrical Hookup	\$10.00 per outlet	\$10.00 per outlet

All checks will be deposited upon the signing of this contract. The deposit is refundable if no damages are incurred, rules are followed under the conditions of this contract, nor additional clean up is required.

The above closing times mean that any music and activity is to be stopped at this time and clean-up operation begun. Clean-up is to be finished within one hour. No loitering is allowed in the parking lot at any time. Please leave the area quietly after closing, as you are in a residential area.

The Town of Oakland Commission must approve any extension beyond the above hours.

Once the contract has been signed and the fees are paid, any changes must be made in person at the Oakland Administration Building by the Lessee only.



230 North Tubb Street
P.O. Box 98
Oakland, Florida 34760
407.656.1117 (voice) 407.656.2940 (fax)
www.oaktownusa.com

Town of Oakland
FACILITIES RENTAL CONTRACT

RELEASE, WAIVER AND INDEMNIFICATION

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

This Agreement is made this ___ day of ___, 20___, by and between the Town of Oakland (hereinafter referred to as "Town") and ___ (hereinafter referred to as "Lessee").

MAILING ADDRESS: ___ Street ___ PO Box ___ Town ___ State ___ Zip

PHONE# HOME: ___ WORK: ___ CELL ___ FAX ___

Nonprofit ID# (if applicable) ___ and FEIN# ___

DATE REQUESTED: ___ HOURS REQUESTED ___

LOCATION: ___ SPEER PARK ___ HULL AVE PARK ___ VANDERLEY PARK
___ SPEER PARK GAZEBO ___ MEETING HALL GAZEBO
___ MEETING HALL ___ SCHOOL CAFETERIA

PLEASE REVIEW THIS CONTRACT CAREFULLY BEFORE SIGNING. ANY DEVIATION FROM THE CONDITIONS SET FORTH HEREIN BY GUESTS, CATERER, PHOTOGRAPHER, DJ, ETC. WILL RESULT IN THE POSSIBLE FORFEITURE OF YOUR DEPOSIT.

PERSON RESPONSIBLE: _____

WITNESSETH:

In consideration of the mutual covenants herein contained, the Town does hereby allow the Lessee to use the Town Facility, ___ located in the Town of Oakland on property at the street address of ___, under the following terms and conditions:

- 1. PERIOD OF USE AND LEASED PREMISES. The terms of this Use Agreement shall run consecutively from Day/Date ___ Time ___ to Day/Date ___ Time ___, 20___. This time allowance includes preparation and cleanup time.
2. NUMBER OF PEOPLE EXPECTED. Lessee hereby states that the following numbers of people are expected for the event: _____.
3. DESCRIPTION OF EVENT. Lessee hereby agrees that the following is an accurate description of the event:
a.) Type of event: _____
b.) IS THE EVENT BY SPECIAL INVITATION? ___ RSVP ___ OTHER ___
c.) Type of music: _____
d.) Event Start and End time: from ___ to _____.
e.) Will food be served? ___ YES ___ NO
f.) Will there be amplified sound? ___ YES ___ NO
g.) Will Lessee need access to electrical room? ___ YES ___ NO
h.) Will Lessee need access to restrooms? ___ YES ___ NO
i.) ARE THERE ANY SAFETY/SECURITY PRECAUTIONS REQUIRED? ___ YES ___ NO
Please Explain _____
j.) Will Lessee need Police present (some events will require Police)? ___ YES ___ NO
k.) Will Alcohol Be Served? ___ YES ___ NO
l.) WHAT TYPE OF ALCOHOL WILL BE SERVED? BEER ___ WINE ___ LIQUOR _____.
m.) IS ALCOHOL SOLD OR LIMITED IN SOME WAY? YES ___ NO ___
GUESTS ARE NOT PERMITTED TO BRING THEIR OWN ALCOHOL.
n.) WILL CHILDREN UNDER 21 YEARS OLD BE IN ATTENDANCE? ___ YES ___ NO

4. **EVENT PERMIT.** Lessee may need to submit an Event Permit application, in addition to completing this Use Agreement. YES NO
5. **DAMAGE DEPOSIT.** In addition to the rental and other sums herein agreed to be paid by Lessee to Town, if using the Rental Hall Lessee shall deposit with the Town a Damage Deposit in the amount of \$ 250.00 due at the time of reservation. If using the Parks and Gazebos Lessee shall deposit with the Town a Damage Deposit in the amount of \$ 50.00 due at the time of reservation. Paid on: _____ (date). If the cost of damages exceeds the deposits the Lessee will receive a bill for the amounts over the deposit. Failure to pay for damages may result in Legal Action being taken by the Town to recover these costs and any associated legal cost.
6. **PAINT DAMAGE.** If damage occurs to the paint on the property the Lessee will be charged a minimum of **\$75.00 per wall** for the Town to repaint the damages.
7. **FEES FOR USE.** The Town and Lessee hereby agree to the following fees for the period of use of the _____.
 a.) **Total Rental Fee:** \$ _____
 b.) **Damage Deposit \$ 250.00 for Meeting Hall \$50.00 for Parks and Gazebo**
Total Amount Due \$ _____.
The key may be picked up on Day/Date _____ by 4 pm. Failure to pick up may result in a staff charge of \$25.00
Access to the Event is on Day/Date _____ Time _____ and vacated by Day/Date _____ Time _____
8. **INDEMNIFICATION.** Lessee agrees to indemnify fully and save and hold harmless the Town of Oakland, its officers, employees and agents, against all damage, claims, liabilities and causes of action of every kind and nature, to the extent they are caused by the conduct of the Lessee, its visitors, agents or employees. The Town shall give Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise, and defend the same to the extent of Lessee's own interest.
9. **WAIVER OF CLAIMS.** The Town of Oakland and its agents, employees and contractors shall not be liable for, and Lessee hereby releases all claims for, damage to or loss of personal property sustained by Lessee or any person claiming through Lessee resulting from any fire, accident, occurrence, theft in or upon the Leased Premises or building of which they shall be a part, or of adjoining or contiguous property of buildings, provided same are not due to negligence of the Town, its agents or employees. The Lessee and the Town agree that nothing in this contract shall be interpreted as waiver of the Town's sovereign immunity under 768.28 Florida Statutes.
10. **FACILITY USE REGULATIONS.** Lessee acknowledges receipt of the Facility Use Regulations currently in effect, and Lessee hereby agrees to each and every regulation contained therein. Lessee agrees to comply with all Federal, State and local laws, rules and regulations.
11. **No SUBLEASING.** Lessee agrees that they are they only entity renting the facility and will not sublease a portion or their full rental time to another party without the written approval of the Town Manager. If subleasing occurs the Lessee shall forfeit all deposits and be subject to additional claims for damages.

I, _____, for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards incidental to participation in (activity) _____ at (location) _____ including transportation to or from the said activity. I acknowledge the fact that this program may/or does involve physical contact or other conditions where injuries may occur. I do hereby waive, release and agree to hold harmless the Town of Oakland, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, cost, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the Town of Oakland, its agents or employees and sponsors or activity supervisors, arising from my participation in or presence at said activity. I acknowledge that the Town of Oakland will not assume any costs relating to any injury while I am involved in this activity.

This Waiver, Release and Indemnification is in consideration of the Town of Oakland or activity sponsor permitting my participation in the activity or program and in further coverage as a condition precedent to my participation in the said activity. I freely and voluntarily assume all risk of loss or injury arising from my participation in the activity whether due to my negligence, or the negligence of others. I acknowledge that, absent this Release, Waiver and Indemnification, the Town of Oakland or other sponsor of the activity would not have offered me access to the activity because of unacceptable exposure to liability claims or the expense of providing a program that is risk-free.

I have read and understand this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if I am hurt or suffer loss during my participation in the activity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the uses and purposes herein contained on the day and year first above written.

LESSEE Date

Print Name

WITNESS Date

Print Name

FOR THE TOWN Date

Print Name
Name

WITNESS Date

Print