



# Village Center Pavilion Use Agreement Addendum

## Village Center Pavilion (East Half) Rental Policies

### Rental Fees and Charges

1.	Morning -or- Afternoon Session (Weekday)	\$30
2.	Morning -or- Afternoon Session (Weekend/Holiday)	\$40
3.	Peak Session (Weekday)	\$55
4.	Peak Session (Weekend/Holiday)	\$70
5.	Charge for Public Safety Officer <span style="float: right;">Minimum 2 hours</span>	\$35/hour
6.	<b>ROOM DAMAGE/PARK DAMAGE/CLEANING DEPOSIT -</b>	<b>\$100</b>

### Equipment Rental (maximum of 24 hours)

1.	Banquet Chair -	\$ 1.00		2.	6' Banquet Table -	\$6.00
3.	8 Person Round	\$10.00		4.	Card Table (34"x 34") -	\$3.00
5.	Cooler 162 qt. -	\$20.00		6.	Warming Tray -	\$15.00
7.	Cooler 32 qt. -	\$15.00		8.	Sterno - per can	\$ 2.00
9.	Cooler 5 gal -	\$10.00				

### Private Parties

The Leisure Services Department can provide all services for your party. Call the office to schedule an appointment to discuss your needs. We will handle every thing from setup to take down. Estimates are free. Let us help you.

### Policies and Procedures

1. Renter will be able to get in no earlier than scheduled rental time. We cannot let renters in early to decorate or late to clean up. Please take this into consideration when scheduling your rental.
2. Please report any equipment that is not working properly, damaged, or missing to the staff immediately when discovered. Report any items that are damaged during the rental. If staff is unavailable, call the police and have a report made of any damage so that you will not be charged for it.
3. Please do not make special requests of staff as they cannot grant them. All requests must be in writing and approved by the Director prior to the rental.
4. The park will be checked after your event by the staff on the next working day. Please walk through after your cleanup for verification of any problems. There may be another rental immediately following you rental. If the park has not been cleaned up and/or there is damage, your deposit shall be forfeited.
5. Adult supervision of children is required at all times.
6. If applicable, please provide a list of officers/adults who will be supervising event.
7. Please be advised that the Village may have to cancel an event for the use of the park in an emergency or in the event of the pavilion or park being deemed dangerous due to any event, weather or vandal related. The Village will issue a refund or make other arrangements if possible.
8. **No Refunds will be issued due to inclement weather!**
9. **Alcohol sales are prohibited!**
10. **Absolutely no amplified music (i.e. Disc Jockeys/Bands/Karaoke Machines). Only small radios played at levels which do not disturb park neighbors are allowed. Failure to abide by this may force Village officials to disperse your gathering without a refund.**

## Village Center Pavilion Use Agreement

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Palm Springs, Florida, hereinafter designated as “first party,” and \_\_\_\_\_ hereinafter designated as “second party,” witnesseth:

For and in consideration of the mutual covenants and obligations herein and the receipt of monies and other good and valuable consideration, the parties hereby agree to be bound by the terms of this agreement.

### SECTION ONE PREMISES AND TERM

The said first party has this day and date agreed to grant unto the second party the right to the use of the *East Half of its “Village Center Pavilion” (consisting of 2 grills and 4 picnic tables)*, located on 226 Cypress in Palm Springs, Florida for the period of \_\_\_\_\_ to \_\_\_\_\_ on the \_\_\_\_\_ day/s of \_\_\_\_\_, 20\_\_\_\_.

### SECTION TWO RENTAL FEE

The second party agrees to pay the first party a rental fee of \$\_\_\_\_\_ for the use of the East Half of the Village Center Pavilion. In addition, the second party agrees to pay a rental fee of \$\_\_\_\_\_ for the use of equipment specified in the “Leisure Services Reservation Form” heretofore attached.

### SECTION THREE SECURITY DEPOSIT

The sum of \$\_\_\_\_\_ is hereby received by the first party as security for the faithful performance and observance by the second party of the terms, provisions, and conditions of this agreement. The first party may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of sums which the first party may be required to expend by the reason of the second party’s default in respect of any of the terms, covenants, and conditions of this agreement, including but not limited to any damages caused by the second party or the costs of cleaning the rented premises and/or equipment.

### SECTION FOUR OCCUPANCY

A. The party of the second part is given the right, together with their invited guests, to the use of that portion of the premises as hereinabove selected together with the use of the bathroom facilities and the parking area to the south of the pavilion. Neither the party of the second part, nor any of his invited guests shall use the premises for any unlawful purpose and shall comply with all the laws pertaining to the use of the premises, including maximum occupancy limitations. The second party shall be responsible for cleaning the premises at the conclusion of the rental and return the premises in as good condition as when the second party took possession.

B. If for any reason the party of the first part is unable to give possession to the party of the second part on any of the dates hereinto fore set forth, the party of the first part shall not be liable to the party of the second part for any loss or damages sustained by the party of the second part, or his guests whatsoever, except to return the party of the second part all sums pre-paid to the first party.

**SECTION FIVE**  
**LIABILITY AND DAMAGE**

A. The second party shall keep the premises, including the furnishings and equipment, in good order and repair and shall pay to the first party the costs and expenses to make all required repairs whenever damage shall have resulted from the misuse or negligence of the second party or his invited guests. If the costs of said repairs exceed the security deposit given by the second party, then in that event, the second party shall be liable to the first party for such excess amounts.

B. The first party shall not be liable for any injury or damage to any person or to any property at any time on said premises or building from any cause whatever which may arise from the use or conditions of said premises or building during said term. The first party has made no representations or promises with respect to the said building or demised premises, except that the building may be used for the purpose of a meeting and/or a dining hall.

**SECTION SIX**  
**ASSIGNMENT**

No part of the premises covered by this agreement can be assigned, sublet, or otherwise disposed of by the second party without the written consent of the first party.

**SECTION SEVEN**  
**ENTIRE AGREEMENT**

The Village Center Pavilion Form, Village Center Pavilion Use Agreement Addendum, and Village Center Pavilion Use Agreement contain the entire agreement of the parties and no representations, inducements, promises, or agreements oral or otherwise between the parties not embodied herein, shall be of any force or effect.

**SECTION EIGHT**  
**ATTORNEY'S FEES**

The second party agrees to pay all costs of collection of sums due hereunder including reasonable attorney's fees, if any or any part of the rent reserved or amounts due for damage is collected after maturity with the aid of any attorney; also to pay reasonable attorney fees, and court costs, in the event that it becomes necessary for the first party to employ an attorney, in order to conditions imposed by this agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

**SECTION NINE**  
**CANCELLATION/FAILURE TO MEET OBLIGATION**

If party of the second part cancels less than sixty (60) days but more than thirty (30) days before this event, the security deposit will be forfeited. If the party of the second part cancels less than thirty (30) days before this event, security deposit plus 100% of the rental fee will be forfeited.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Representing Village of Palm Springs

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Renter