



City of South Pasadena

7047 Sunset Drive
South Pasadena, FL 33707
Phone: (727) 347-4171 Fax: (727) 345-0518

Rental Agreement

RESERVATION DATE _____

1. THIS AGREEMENT, entered into this _____ day of _____,
20____ by and between _____

Title _____

Address _____ Phone _____

City/State _____ Zip _____

herein after referred to as lessee and the CITY OF SOUTH PASADENA,
FLORIDA for the rental of Hibiscus Hall.

Lessee represents that the intended use of the facilities is

- Meeting less than 4 hours in duration
- Meeting 4 hours or longer in duration(max.8 hrs.)
- Function

-
- Lessee has provided proof of residency
 - Lessee is not a City resident
 - Lessee is an employee or qualified Board member
-

2. CLEANING AND SECURITY DEPOSIT: A deposit in the amount of \$100.00 for meetings and \$250.00 for functions shall be paid at least 20 days prior to the reserved date. If the post-use inspection by the City reveals that the City facilities were left in a clean condition, not requiring any further cleaning in order to restore it to its pre-use condition and no City property has been damaged, destroyed or lost the entire cleaning/security deposit shall be returned except when there has been confetti or glitter on the premises. In the event the City inspection reveals that additional

work is needed in order to restore the City facilities to pre-use condition or that property needs to be repaired or replaced the cost of having the work performed and/or the property repaired or replaced shall be charged against the deposit. If there is any evidence whatsoever that glitter or confetti have been on the premises either inside or out, the entire cleaning deposit shall be automatically forfeited. In the event the cost of cleaning and/or repair and replacement exceeds the deposit the City shall invoice the additional amount to the Lessee who shall be responsible for the immediate payment of said invoice. In the event the cost of cleaning, repair and replacement is less than the deposit the unused portion of the deposit shall be refunded to the lessee, except in the case of glitter or confetti. A minimum charge of \$50.00 will be retained from the deposit if tables and chairs are not returned to their original position. A minimum charge of \$50.00 will be retained from the deposit if the floor is not swept clean. A minimum charge of \$150.00 will be retained from the deposit if the City is required to mop the floor, in order to restore the Hall to pre-use condition. A minimum charge of \$250.00 will be retained if there is any evidence whatsoever that confetti or glitter has been used regardless of whether or not the same has been cleaned up. For purposes of this paragraph city facilities shall include but not be limited to Hibiscus Hall the adjoining kitchen area, the access hallway and the restrooms and any portion of the exterior of City Hall and parking lot utilized by Lessee or Lessee's guests.

3. HIBISCUS HALL RENTAL RATE: Based on the representations made in this agreement the total rental rate shall be _____ & sales tax _____. A rental deposit in the amount of one half of the applicable rental payment must be made and this agreement must be signed in order to reserve the facility. The remaining one half of the rental payment and the cleaning/security deposit is due 20 days prior to the reserved date.

4. CANCELLATION: Cancellation of this rental agreement is permitted, however, cancellation must be in writing delivered to the rental representative at the Public Works Department no later than 5 days prior to the reserved date for a meeting and no later than 60 days prior to the reserved date for a function. In the case of a proper and timely cancellation, the security/cleaning deposit, rental deposit and rental fee shall be refunded. Failure to cancel in the manner and within the time frame set forth above shall result in forfeiture of the rental deposit. In the event the security/cleaning deposit and balance of the rental payment have been made the same shall be refunded. Failure to pay the balance of the rental fee and cleaning/security deposit at least 20 days prior to the reserved date shall result in a forfeiture of the rental deposit and cancellation of the reservation. In the event a Lessee makes any deposit or rental fee payment by check and the check is returned, a returned check fee of \$25.00 shall be assessed and the reservation shall be canceled.

5. The Rules and Regulations governing the use of City facilities by the lessee and lessee's guests are set forth in "Exhibit A" attached hereto and made part hereof and the lessee, by signing

this Agreement, acknowledges receipt of the Rules and Regulations and agrees to abide by them. Failure to adhere to the rules shall result in immediate termination of lessee's right to occupy the premises. This remedy shall be in addition to all other relief to which the City may be entitled pursuant to the terms of this agreement and the laws of the State of Florida. Lessee agrees to be responsible for the repair or replacement of any item which is lost, damaged or stolen during their period of use.

6. Government activities shall at all times and in all cases have priority over Lessee meetings and functions and therefore the City reserves the right to cancel any reservation. If the City cancels a reservation pursuant to this section, all deposits and rental fees shall be refunded to Lessee. In the event of a cancellation by the City, the City shall have no liability beyond the obligation to make a refund. Lessee acknowledges that by reserving a public facility there is an inherent risk that the reservation may be canceled and that Lessee may suffer damages arising from cancellation, none of which are recoverable from the City. Lessee further acknowledges that this facility is located in a flood prone area and during periods of heavy rain may not be accessible due to road closures and parking lot flooding. If the facilities are not accessible due to flooding or evacuation orders the City shall refund all deposits and rental fees.

7. Lessee agrees to accept sole liability for any and all claims arising in connection with the use of the city facilities and further agrees to defend, indemnify and hold the City harmless from any and all claims arising from the use of City facilities. Lessee further represents that it has liability insurance which will cover all personal injury, personal property and wrongful death claims arising in connection with its use of City facilities.

8. The City shall not be responsible for the security of any food, beverages or personal property of the Lessee or the Lessee's guests. Lessee acknowledges that a number of individuals have access to Hibiscus Hall and Lessee assumes the risk for any items left in Hibiscus Hall. Lessee assumes the risk for any vehicles damaged by flood waters in the parking lot.

9. If a key to Hibiscus Hall is issued to the Lessee by the Department of Public Works, the key must be returned in the key box provided in the hallway outside Hibiscus Hall. Failure to place the key in the key return box shall result in Lessee being responsible for the cost of having the locks changed and new keys issued.

10. In the event it becomes necessary to enforce this Agreement, the prevailing party shall be entitled to recover all reasonable costs including attorney's fees.

Dated this _____ day of _____, 20_____.

CITY OF SOUTH PASADENA

LESSEE

Title

RENTAL DEPOSIT
AMOUNT

DATE PAID

CHECK NO.

RENTAL BALANCE
AMOUNT

DATE PAID

CHECK NO.

CLEANING/SECURITY
DEPOSIT AMOUNT

DATE PAID

CHECK NO.
