

PAVILION USE AGREEMENT

COCOA BEACH AQUATIC CENTER
4800 Tom Warriner Blvd.
Cocoa Beach, FL 32931
Phone: 321-868-3327

Date:

Requesting Individual or Organization:

(Hereinafter referred to as the Customer)

Type of Event:

Representative:

Phone:

Mailing Address:

City:

State:

Zip Code:

Customer Email address:

The City of Cocoa Beach (City) hereby agrees to permit the User the rental of the Pavilion on the following date(s) and time(s).

Requested Date:

Requested Time:

Estimated Attendance:

Estimated No. Vehicles:

Swimming Pool Use:

(Yes/No)

****Customer initials** _____

PAVILION USE AGREEMENT

TERMS AND CONDITIONS OF RENTAL

Price for pavilion rental consists of a deposit and a rental fee

The deposit is two hundred (\$ 200.00) dollars. It is combined with rental fee as calculated below and both must be paid in advance to secure your reservation.

Key for Pavilion may be picked up day of the rental, unless other arrangements are made.

Upon completion of the scheduled event, the deposit is refundable if the following conditions are met:

- Keys have been returned to Pool Office on the next business day, unless other arrangements have been made.
- All trash from pavilion trash cans has been carried over to the dumpster located next to the pool facility.
- The facility has been restored to its original configuration.
- No damage has been done to the facility

The deposit refund will be mailed directly back to customer in 7-10 business days

If the City staff performs the clean-up or reconfiguration functions, the deposit will not be refunded.

****Customer Initials** _____

PAVILION USE AGREEMENT

Rental Fees:

City of Cocoa Beach Residents: \$200.00

Non-Cocoa Beach Residents: - \$360.00

City of Cocoa Beach Businesses: - \$325.00

Non-Cocoa Beach Businesses: - \$540.00

All applicable sales tax is included. Tax may be waived upon presentation of a valid Florida tax exempt certificate.

A Cocoa Beach resident address is defined as an address having a millage code of 26HO as listed by the Brevard County Property Appraiser on their website.

Business Tax Receipt must be presented for City of Cocoa Beach Business rates.

Pool usage is available with pavilion rental during regular pool operating hours only at a cost of \$ 4.50 per person.

The User will be permitted to bring alcoholic beverages for private use only. **The sale of alcoholic beverages is strictly forbidden. Providing alcohol to minors is strictly forbidden.**

Beverages must be in cans or plastic containers. **No glass bottles are allowed.**

POOL ACCESS THROUGH SIDE PAVILION GATE IS PROHIBITED. POOL ENTRANCE THROUGH FRONT DOOR/OR CONCESSION ONLY.

****Customer Initials** _____

PAVILION USE AGREEMENT

Customer Control of Occupants:

All Customers of the pool/pavilion must remain in the area rented. No one is permitted on the grounds of the golf course and tennis courts unless prior arrangements have been made to use those facilities.

The City of Cocoa Beach Police will be called in cases of trespassing into these areas.

The Customer is responsible for the conduct of all persons in the pavilion area during the rental period. It is the e Customer's responsibility to restrict attendance to those persons that are members of the customer's group.

The City of Cocoa Beach Police will be called if necessary and any costs associated with a police call will be borne by the Customer.

The Customer is specifically responsible for ensuring group members obey laws and regulations regarding the feeding and treatment of wildlife.

NO SWIMMING IN THE RIVER IS PERMITTED WHILE ON CITY PROPERTY

****Customer Initials** _____

PAVILION USE AGREEMENT

Damages and Liability: The Customer recognizes and agrees that the City of Cocoa Beach will be the sole authority in the determination and assessment of damages by the Customer. The Customer will be held responsible and liable for damages over and above the amount of the deposit and such charge for damages must be paid within a period of thirty (30) days after notification by the City.

The Customer releases forever the City of Cocoa Beach, its agencies and its personnel from every liability arising out of the use of any of the facilities, supplies, equipment, and services. The Customer will defend, pay, or settle every claim or suit against the City of Cocoa Beach by agencies, personnel and/or employees of the Customer or persons claiming through them, third parties, and will hold the City of Cocoa Beach harmless against every such claim or suit, including attorney fees, costs and expenses, arising out of the use of any facilities, supplies, equipment and services by the Customer.

The Customer will pay or settle every claim for death or injury to the City of Cocoa Beach employees working at the facility, or for loss or damage to property of or under the control of the City of Cocoa Beach, arising out of the use of any facility, supplies, equipment or services by the Customer.

The City reserves the right to remove any individual that in the sole judgment of the City, is not exhibiting good conduct.

Failure to comply with the above may result in cancellation of the Agreement and the City of Cocoa Beach will be held blameless and harmless for any damages.

****Customer Initials** _____

PAVILION USE AGREEMENT

CALCULATION OF FEE

Rental Fee

City of Cocoa Beach Resident	
Pool Rental	
Cocoa Beach Business	
Non-Resident Business	

Florida Tax Exemption Number: _____

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Business Tax Receipt must be presented for City of Cocoa Beach Business.

<u>Rental Fee (as above)</u>	\$		<div style="background-color: #d3d3d3; width: 10px; height: 80px; margin: 0 auto;"></div>	MAKE CHECKS PAYABLE TO:
<u>Deposit</u>				City of Cocoa Beach
<u>TOTAL (with contract)</u>				ATTN: Aisha Davis 4800 Tom Warriner Blvd. Cocoa Beach, FL 32931

FEE			DEPOSIT		
	Receipt #	Amount		Receipt #	Amount

City Representative	Date	User	Date
		Representative	