



Surfside Community Center/ Parks and Recreation Department

Party Rental Agreement

9301 Collins Avenue Surfside, FL 33154

(305) 866-3635

Application Date ___/___/___

Party Date ___/___/___

Party Time (Check One) 10:30am-12:30pm 2:30pm-4:30pm

Description of Event _____ (“Event”)

Resident Name _____ (“Resident”) Phone _____
(Last) (First)

Address _____

City _____ State _____ Zip _____ Email _____

Number of Children Attending _____ Number of Adults Attending _____

Party Packages

Package A \$150 plus sales tax

Includes 2 hour rental, tables/chairs

Guests: Minimum 15, Maximum 30

Package B \$200 plus sales tax

Includes 2 hour rental, tables/chairs, 10x10 Tent

Guests: Minimum 15, Maximum 30

The cost of the package is to include charges for all guests, including residents and non-residents. Parties with more than 30 guests must be approved in the advance by the Parks and Recreation Administration and are subject to availability and an additional charge of \$5.00 per additional guest.

Party Rental Guidelines

Rental Procedures/Policies

- **Reservations:** The Resident must be a Surfside Resident, 21 years of age or older. The total rental fee is due at time of application. Payments accepted in the forms of cash, check and credit card (Visa/Mastercard/American Express/Discover).
- **Use:** This Party Rental Agreement governs the Resident’s time certain use of the Town Community Center building and facilities including, but limited to, the pool, the pool area, and the green space located east of the Community Center building (“Facility”).
- **Application Approval:** The Town of Surfside (“Town”) Parks and Recreation Department reserves the right to inspect and/or deny any application.
- **Cancellations:** All cancellations will be refunded at 100% if received in writing 14 days prior to event date. Cancellations received after 14 day grace period will result in forfeiture of 20% of rental fee. Facility management reserves the right to cancel event if deemed necessary.
- **Food:** All Food & Beverage orders must be made through Surf -N- Sides Bistro (“Contractor”). In the event that the Contractor is not able to provide food and beverages as requested, a Resident may utilize an outside vendor for food and beverage orders, then such orders shall be coordinated and purchased through the Contractor, subject to an additional service charge of 10% (total cost of food and beverages) payable to the Contractor.
- **Weather Policy:** In the event of inclement weather prior to the start of the function, if facility management deems necessary to cancel the event, Resident will be entitled to a full refund or later date of rescheduling. In the event of inclement weather while a party is in progress, facility management will make indoor accommodations or the event is cancelled at the Resident’s decision, forfeiting a refund or rescheduled date.
- **Rescheduling/Transfers:** Rescheduling/transfer of event must be finalized no later than 14 days prior to original requested event date in writing. Reschedules/transfers are based on availability and subject to facility management discretion. Failure to reschedule/transfer event at the Resident’s request will result in forfeiture of rental fee.
- **Restrictions:** The following items will not be permitted in the facility: Alcohol, animals, balloons, bounce houses, goodie bags, petting zoos, streamers, Styrofoam, plastic straws and glass.
- **Facility management reserves the right to remove patron or entire party for the facility as they deem fit.**



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Terms and Conditions

1. **Term.** This rental Agreement shall be for the duration of the activity/event, and Resident shall have no right or privilege other than that expressly provided for herein. The Resident shall not remain in possession of the facility or any other property provided by the Town after expiration of the term of the rental period any and all rights obtained under this Agreement shall not be valid at any future point in time.
2. **Personal Property.** Town assumes no responsibility whatsoever for any property placed on the premises by the Resident, its employees, agents, invitees, or contractors. Town is hereby released and discharged from any and all liabilities, any loss, injury or damage to such property that may be sustained by reason of the use and occupancy of the premises under this rental Agreement.
3. **Duty to Use Reasonable Care.** Resident shall use reasonable care and precaution at all times for the protection of persons and property on the premises/facility. Safety provisions of all applicable laws and ordinances shall be strictly observed. Resident shall comply with any and all rules and regulations relating to the facility.
4. **Hold Harmless and Indemnification.** For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Resident agrees to indemnify, defend and hold harmless, the Contractor and the Town, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the Resident, agents or other personnel entity acting under Resident's control in connection with the Resident's performance of services under this Agreement and to that extent the Resident shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the Town in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by Resident shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Resident or any agent or employee of Resident regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
5. **Disclaimer of Liability.** The Town will not be liable for any loss, injury, death, or damage to any person or property suffered or sustained by Resident, or by any representative, employee, agent or invitee of the Resident, or by any attendee as a result of or in connection with the use of facilities pursuant to this Agreement. The Resident shall advise and notify its representatives, employees, agents, invitees and attendees of the foregoing disclaimer.
6. **Entire Agreement.** This Agreement, any Addendum thereto (as indicated on the first page of this Agreement) shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties and approved by the Town Attorney. Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the Town and the Resident.
7. **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body, If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
8. **Governing Law.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida.
9. **Affidavit.** I certify that I will be in attendance throughout my rental period and if the rental constitutes the attendance of anyone under the age of 18, I will provide adequate supervision at all times.
10. **Violation.** Failure to comply with rules set forth herein and posted at premises can result in Resident being suspended from future use and/or rental of facility for a period of one year from rental date.

RESIDENT INFORMATION

PRINTED NAME: _____ **SIGNATURE:** _____ **Date:** _____

WITNESS NAME: _____ **SIGNATURE:** _____ **Date:** _____

PARKS AND RECREATION DEPARTMENT

APPROVED BY: _____ **SIGNATURE:** _____ **Date:** _____