



CITY OF PORT ORANGE PAVILION RENTAL APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 5 DAYS PRIOR TO THE EVENT

Port Orange Parks and Recreation, 1395 Dunlawton Ave, Port Orange, FL 32129

Fax: 386-756-5351 Phone: 386-506-5851

Pavilion rental fee is due upon application submission. Credit/debit cards and cash accepted.

SECTION 1: LESSEE INFORMATION

Individual

(This section is for use by individuals only)

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Cell: _____ Fax No: _____

Company/Organization

Company/Organization Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Authorized Representative Point of Contact Name & Title: _____

POC Daytime Phone: _____ Cell: _____ Fax No: _____

Tax Exempt: No Yes *(Florida Exemption Certificate Required)*

SECTION 2: EVENT INFORMATION

Date of Event: _____ Description of Event: _____

Times Requested: 9am-12pm 1pm-4pm 5pm-8pm

Please check the pavilion(s) you will be utilizing:

Riverwalk Park:

- _____ Pavilion #1
- _____ Pavilion #2
- _____ Large Pavilion #3
- _____ Pavilion #4
- _____ Pavilion #5

All Children's Park:

- _____ Large Pavilion #1

Airport Road Park:

- _____ Pavilion #1

Buschman Park:

- _____ Playground Pavilion #1
- _____ Boardwalk Pavilion #2

Causeway Park:

- _____ Pavilion #1

RENTAL RATES

(PER 3 HOUR RENTAL PERIOD)

Large Pavilion: \$79.88	Small Pavilions: \$53.25
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Tax included

SECTION 3: EVENT DETAILS

The following activities/uses may require a permit, fee and/or additional documentation. Please check all that apply to your event.

- _____ Amplified sound _____ Additional power source _____ Tents/banners/signs
- _____ Inflatable devices _____ Live animals _____ Commercial filming/photography

If you checked any of the above items, please provide a complete description of the activity or equipment.

SECTION 4: HOLD HARMLESS/INSURANCE AGREEMENT

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

SECTION 5: RULES AND REGULATIONS

Deposits & Refunds

1. Applications will be accepted 120 days from the event date and must be received at least 5 days prior to the event.
2. Full payment is due when the application is submitted.
3. All cancellations and refund requests must be received in writing a minimum of 3 days prior to the event date.
4. Pavilion rentals only reserve the pavilion for the specified time block listed on your application.
5. Pavilion rentals **do not** include exclusive use of the splashpad, event lawn, or playground.
6. Refund requests will only be considered if there is an issue with the specified Pavilion listed on the Pavilion Rental Application.

Special Event Facilities Guidelines

1. All events and functions must file a permit with the City of Port Orange Parks and Recreation Dept. Sub-leasing is prohibited.
2. The City of Port Orange prohibits gate admission being charged to the public on City property without the express written consent of the City Manager, or his designee.
3. No heavy equipment will be brought into any City facility without the expressed written consent of the City. Inflatable devices are not permitted at Riverwalk Park for private pavilion rental events. All tents must be weighted and are not to be staked down.
4. Lessee's are responsible for the clean-up of the facility proceeding their event and may be charged for excessive clean up incurred by the Parks and Recreation Department once the lessee has vacated the premises. Facility/property must be left in the same condition, as when rented; if not, the damage/clean-up costs will be charged back to the applicant. All trash cans must be emptied and bags taken to the nearest dumpster.
5. The lessee agrees to remove any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
6. Permanent attachment of props or decorations by using screws, nails etc. is prohibited on event grounds.
7. Lessees are responsible for any damage obtained as a direct result of the lessee's guests, activities etc.
8. Alcoholic beverages are prohibited in all City parks and facilities without the express written consent of the City Manager, or his designee.
9. Profanity or unacceptable behavior by performers, lessee, or their guests will not be tolerated. If Parks and Recreation personnel deem behavior and/or performances unacceptable, they have the right to revoke all permits, present and future, for this facility and terminate any and all activities.
10. The City holds the right to cancel, or terminate any permit if they feel that the public's safety is in jeopardy.
11. Amplified sound is not permissible during the times of 10pm-7am as deemed by the City noise ordinance without the express written consent of the City Manager, or his designee.
12. Access to power sources is limited and may not be available during the rental period. Access to a water hook up is only available with prior reservation and additional fee.
13. The lessee is only guaranteed reserved access to the area indicated on the rental application. Other areas of the park may be reserved for other parties or events at the same time.
14. The lessee is only guaranteed the times that are indicated on the rental application. **Times should include set-up and clean up.**

As a representative of the event, I do hereby accept that I have read and agree to all the provided rules, regulations and guidelines for facility rentals as put forth by the City of Port Orange.

Licensee Signature: _____ Print Name: _____ Date: _____

The program/event will be terminated should it create or cause any violation of Local, State, Federal laws or ordinances.

THE PARKS AND RECREATION DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.

NOVEL CORONAVIRUS (“Covid-19”)

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

In addition to these risks, the novel coronavirus (“COVID-19”) is an extremely contagious virus that has caused a pandemic and presents a very serious risk that you must consider before executing this Assumption of Risk, Waiver of Liability and Hold Harmless Agreement. COVID-19 is believed to be spread predominately from person-to-person contact. Sanitation measures taken by the City of Port Orange do not guarantee in any way that the virus is not present. There may be other participants, City employees or volunteers that have contracted the COVID-19 virus. Exposure to the COVID-19 virus may result in personal injury, illness, permanent disability, and death. You may become infected with the COVID-19 virus and return to the household and infect other household members with the COVID-19 virus.

By signing this Agreement, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection participation in this program. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless City of Port Orange, its employees, agents, volunteers and representatives, of and from all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating there to. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of City of Port Orange, its employees, agents, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of Port Orange rental or program. I also understand by not signing this release, I will not be able to rent a facility, including a pavilion, or participate in a program.

Printed Name

Signature

Date