

TOWN OF SEWALL'S POINT
TOWN COMMONS PARK GAZEBO RENTAL APPLICATION, AGREEMENT AND UNCONDITIONAL RELEASE



Applicant Name: _____ Phone: (daytime) _____ (cell) _____

Address: _____

Email Address: _____

Date Requested: _____ Time: From: _____ To: _____

Type of Activity: _____ Number Attending: _____

Gazebo Rules and Regulations

1. Town Commons Park (the "Park") is open from dawn to dusk.
2. No bounce houses, slip and slides, pony rides, petting zoos, tents larger than 10 X 10, etc. are allowed in the Park. All uses other than those existing in the Park shall be approved in writing by the Town.
3. Alcoholic beverages, tobacco use of any kind, and electronic cigarettes/vaporizers are prohibited at the Park.
4. No motorized vehicles in park beyond parking area.
5. No open burning fires, except in grills.
6. No loud music, TV playing or other excessive noise. Applicant and guests are required to comply with the Town's Noise Ordinance.
7. The rental fee is required at the time the reservation of the Gazebo is made. If you cancel your event less than 60 days prior to the rental date, the rental fee will be forfeited. A rental fee cannot be forwarded to a future date.
8. Area must be left in the same condition as when you arrived. If you decorate the Gazebo, you must remove all decorations. Place all garbage (e.g., decorations, food, drink, other debris, etc.) in a garbage bag, seal the bag and deposit it in the dumpster prior to leaving.
9. Only the Gazebo can be reserved; the rest of the park is open to the general public at all times. The only item which may be physically moved is the picnic table within the Gazebo. All other picnic tables in the park may NOT be moved – they are for the use of others.
10. If there are any costs to the Town that exceed the rental fee (e.g., debris, damages, etc.), the Applicant shall pay the Town for all such costs immediately upon receipt of an invoice.
11. The Town reserves the right, in its sole discretion, to cancel an event and reservation and shall provide notice of such cancellation as soon as is reasonably possible. When the City cancels an event, the rental fee will be refunded.
12. If the Applicant is signing this Application, Agreement and Unconditional Release on behalf of a legal entity, it shall attach a letter on the legal entity's letterhead authorizing the individual Applicant to execute on its behalf, and it shall be signed by an officer of the entity.
13. The failure to comply with any one or more rules and regulations may result in your rental fee being forfeited.
14. The commercial sale or solicitation of any products or services is prohibited in the Park.
15. No admission, in any form, shall be charged for any event.
16. It is the Applicant's responsibility to control the behavior of all of the guests.
17. Due to the size of Gazebo and surrounding Park, the maximum number of people allowed per event shall be forty (40). There shall be no exceptions.

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RENTAL FEES Gazebo – Resident Rate - \$0.00 and Non-Resident Rate - \$150.00
YOUR RENTAL FEE IS \$ _____

**GENERAL UNCONDITIONAL RELEASE, WAIVER,
INDEMNIFICATION AND HOLD HARMLESS:**

1. In consideration for the use of the Town facility, I agree to assume all of the risks of such use, inherent or not, known or unknown. The Town Facility is to be used at the Applicant's (as defined below) sole risk. To the fullest extent permitted by law, the Applicant on behalf of himself or herself, heirs, personal representatives, successors, and assigns (collectively, the "Applicant"), as the case may be, hereby releases, waives, and agrees to indemnify and hold harmless the Town, its officers, employees, contractors, and agents (collectively, the "Town") for any and all claims, demands, damages, actions, causes of action, suits in equity of whatever kind or nature, appeals, liability, losses, costs and expenses (including, but not limited to, reasonable costs, collection expenses, and attorneys' fees), involving the Applicant and any other guest or visitor of the Applicant (collectively, the "Guests"), including, but not limited to, personal injury, loss of life and property damage even if it **arises, in whole or in part, out of the negligence, action or inaction of the Town in connection with the Town Facility.** In addition, in case the Town shall be made a party to any litigation commenced against the Applicant or Guests or by the Guests against any third party, then the Applicant shall protect and hold the Town harmless and pay all costs and attorney's fees incurred by the Town in connection with such litigation, and any appeals thereof. **This Release, Waiver, Indemnification and Hold Harmless provision is meant to include all risks that may arise, inherent and otherwise, known and unknown.** This Release, Waiver, Indemnification and Hold Harmless by the Applicant shall survive the expiration or termination of the Rental Agreement.

2. The Applicant is the natural guardian, as defined in section 744.301, Florida Statutes, of the minor child(ren), if any, accompanying the Applicant at the Town Facility. The Applicant agrees that the Town is not a "commercial provider" for purposes of section 744.301(3)(d), and, therefore, the Applicant agrees that the above Release, Waiver, Indemnification and Hold Harmless, to the extent permitted by law, includes the Applicants' minor children. If a court with proper jurisdiction finds that the Town is a commercial provider for purposes of section 744.301(3)(d), then the Notice to the Minor Child's Natural Guardian below shall apply to the child's presence at and use of the Town Facility (collectively, "Activity" in the Notice below).

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE
AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A
POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING
THAT, EVEN IF THE TOWN OF SEWALL'S POINT, ITS OFFICERS,
EMPLOYEES, CONTRACTORS OR AGENTS (COLLECTIVELY,
THE "TOWN") USES REASONABLE CARE IN PROVIDING THIS
ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE
SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS
ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS
INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR
ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP
YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM
THE TOWN IN A LAWSUIT FOR ANY PERSONAL INJURY,
INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY

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DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE TOWN HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I affirm that I have read, understand, and agree to the Rental Agreement, Rules and Regulations and the General Unconditional Release, Waiver, Indemnification and Hold Harmless provisions set forth above in full. If I have any minor children accompanying me, I affirm that I am their natural guardian as defined above.

Signature

Date

Print Name: _____