



FACILITY RENTAL POLICIES

RESERVATIONS

Facility reservations are on a first come first serve basis and are secured by completing the contract and receipt of all monies.

Town functions shall be the only entity that will have precedence over another. No individual or group shall have precedence over another. Discounts will not be issued on rentals.

To reserve a facility for an available date, the Facility Rental Contract must be completed and returned with monies due to the Town of Oakland, P.O. Box 98, 230 N. Tubb Street, Oakland, FL 34760, or in person at the Town Hall.

REGULATIONS

1. All events must be concluded by the designated time.
2. **Lessee has access to the facility only during the hours paid for.**
3. Because the facilities are located within a residential area, sounds must be maintained to a reasonable limit. If a complaint is made, the sound level must be lowered. If a second complaint is made, the event will be terminated and the refund of deposit forfeited.
4. Weapons, fireworks, games of chance or gambling and drugs are prohibited.
5. Smoking is not allowed in any facility.
6. Alcohol that is permitted for an event must follow local, state and federal regulations and remain in the facility.
7. Lessee is responsible to keep a list of invited guests and report uninvited guests and any minors under 21 illegally consuming alcohol. Lessee is responsible in assisting the Police Department with this violation. Failure to do so will forfeit the deposit and risk immediate termination of the event by the Police Department.
8. Use of profanity or obscene language in public events is prohibited.
9. The Lessee is responsible for all other equipment needed for the event and will insure that equipment does not overload any electrical system. The Lessee is responsible for removing individual equipment by the end of their event and insuring that the Town's property is not damaged.
10. The Lessee will return the key to Town Hall the following business day, along with the Event Check List, or the key may be deposited in the Water Payment Drop Box located on the side door of Town Hall. There will be a \$50 charge to Lessee if key is not returned on schedule.
11. The Lessee is responsible for any damage to Town property (including damage caused by vehicles, persons and vendors associated with the event) and said costs will be deducted from the deposit. Damages over the deposit amount will be billed to the Lessee.
12. The Lessee agrees to indemnify and hold the Town of Oakland, including its elected officials, employees and agents, harmless for all claims and liabilities, costs, expenses, and legal fees that the Town may incur as a result of the Lessee's use of the Town property on the dates set forth.
13. No loitering is allowed in the parking lot at any time.
14. Lessee is responsible to contact mosquito control (if relative) 3-5 days in advance, by dialing 311 and assumes all cost and responsibility for the service.

INSURANCE

The Town may require liability insurance based upon the level of risk associated with the activity to take Place. The Town Manager or designee shall determine if insurance is necessary and if so, the amount and limits of required insurance.

SPECIAL REQUESTS

All special requests must be made in writing and approved by the Town Manager.

EVENT PREPARATION

1. All chairs and tables will be set up by Town staff as permissible or recommended by any local, state, or federal government body or agency. Lessee is responsible for submitting layout template one week before event, and no later than three business days before event. To the extent possible, Town Staff will comply with Lessee's proposed layout.
2. Town equipment (including kitchen appliances, holiday decorations, wall hangings, plants, etc.) may not be moved for any reason. If items are moved, the deposit will not be refunded.
3. No Town equipment, including tables and chairs and their storage racks, may be taken outside on the grounds. (Lessee is allowed to put tables on the porch.) All non-Town equipment (tables, chairs, rentals, etc.) must be removed from the property at the end of rental time.
4. No cooking of food is allowed in the hall due to fire codes. The microwave may be used to reheat food and a warming unit is also available. No cooking of any food outside on the grounds.
5. **All deliveries and pick-ups must be arranged for the date of the function only. Lessee is responsible for receiving all deliveries and arranging for pickups. Deliveries and pickups must be made during the rental timeframe, unless approved by Town staff.**
6. **No vehicles are allowed on brick walkways, grass, or bike trail. Parking is allowed in available parking lots only.**
7. **No vehicles are allowed on brick walkways for loading or unloading.**
8. **Any reports of vehicles parking or driving on unauthorized areas, which includes but is not limited to, the West Orange Bike Trail, any and all grass areas, brick walkways or sidewalks, will initiate a \$100 charge assessed and will be deducted from the security deposit.**

DECORATING

1. No fog, smoke, or bubble machines are allowed inside the building or outside on the grounds.
2. **The use of glitter, confetti and/or throwing of rice is not allowed.**
3. All decorations must be of free-standing style. No decorations of any kind are to be hung from the ceiling, sconces, chandelier, walls or doors.
4. **No staples, tape, nails, or Command Strips are to be used on the walls, ceiling, doors or windows.**
5. Candles must be enclosed. No open flames of any kind.
6. Balloons are allowed in the Oakland Meeting Hall.

CLEAN-UP

1. All chairs and tables are to remain set up to avoid damage to floors.
2. Trash can liners must be used in trash receptacles. **All** trash is to be emptied and taken to the receptacles outside the facility. Lessee is responsible for picking up **ALL** outside trash around the grounds of the building.
3. Kitchen sink, refrigerator, microwave and counters are to be cleaned and **all** food removed.
4. All food articles and spills are to be cleaned from tables and floors. Spills on the wood floor should be cleaned immediately to avoid damage.
5. Restrooms must be checked for cleanliness and trash emptied.

6. No grease is to be poured into the sink. All grease is to be placed in the outside receptacles.
7. All lights should be turned off and the A/C turned up to 78 degrees (if applicable) before locking the building.
8. Check to make sure all doors are locked before leaving.
9. Failure to comply with any of the above will result in a minimum charge of \$75.
10. Lessee agrees to pay for any additional cleaning charges necessary due to COVID-19 or other public health emergency situations.

IN CASE OF AN EMERGENCY – CALL 911.

For **NON-EMERGENCY** event related situations, please call **407-427-8835**.

RENTAL FACILITIES, FEES AND HOURS OF OPERATION

HOURS OF OPERATION:

Friday, Saturday and Sunday: 8 a.m. - 12 midnight
 Monday – Thursday: 8 a.m. – 11 p.m.

MEETING HALL

Fees	Residents	Non-Residents
<i>Friday, Saturday, Sunday & Holidays*</i>		
8 Hour Block	\$425	\$600
4 Hour Block	\$325	\$450
Additional Hourly Fee	\$65	\$90
<i>Monday - Thursday</i>		
Hourly Fee – (2 hour minimum)	\$65	\$90

***New Year’s Eve** will be charged at a rate of **\$850** for Residents and **\$1200** for Non-Residents with rental time extended to 1:00 a.m.

Refundable Security Deposit: (Subject to change)	\$350	\$350
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WEDDING CEREMONY (at Gazebo or under tree)

Fees	Residents	Non-Residents
Per day	\$25	\$50
Security Deposit (Subject to change)	\$100	\$100

ELECTRICAL HOOKUP	\$10 per outlet	\$10 per outlet
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Note: There will be a \$25 service charge for any returned check. If event is booked less than 30 days out, payment must be made in the form of cash, money order or cashier check.

ITEMS AVAILABLE FOR RENT

White Spandex Chair Covers - \$4 each
 Organza Chair Sashes - \$.75 each *Color choices – Black, Red, Burgundy, Chocolate Brown*
 Audio Visual/Large Screen TV - \$50 (Lessee must provide all sourcing.)

MEETING HALL FACTS

Legal Capacity	106 persons (not seating capacity)	Room Size	1,363 square feet
5 ft. round tables	10 (which seat up to 8)	Chairs	100
6 ft. rectangle tables	10	12 Rack Warming Unit	
4 ft. rectangle table	1		

SPEER PARK GAZEBO, POLLARD PARK PAVILION, VANDERLEY PARK PAVILION

Hours: Sunrise – Sunset

POLLARD PARK BASKETBALL COURT

Hours: Sunrise – 10:00 p.m.

Fees	Residents	Non-Residents
Per day	\$25	\$50
Security Deposit (Subject to change)	\$100	\$100
ELECTRICAL HOOKUP	\$10 per outlet	\$10 per outlet

All checks for rental fees will be deposited upon the signing of this contract. **All security deposits are due no less than 30 days before event.** Failure to pay security deposit on time may result in cancellation of the event with no refund of rental fees. Security deposit is refundable if no damages are incurred, no additional clean-up is required, and rules are followed under the terms of this contract. Security deposits cleared for partial or full refund will be mailed approximately 2 – 4 weeks from date of event. Checks will only be issued to the person who paid the deposit and signed the contract.

CANCELLATION POLICY, REFUNDS AND RETURN OF DEPOSITS

All cancellations are to be made in person by the Lessee at the Town Hall. Lessee must fill out a cancellation form and it must be signed.

Refund Schedule for Cancellations:

- 60 days or more: All rental fees refunded.
- 31 - 59 days: 50% of rental fee refunded.
- 30 days or less: NO refund of rental fee. (Security Deposit refundable under terms of contract.)

Checks for cancellations that allow a portion or full refund will only be issued to the person who paid and signed the contract.

There will be a \$25 charge for transferring a reserved date to a new date.

MISCELLANEOUS

- The Town Manager has the ability to approve any extension beyond the aforementioned hours.
- Once the contract has been signed and fees are paid, any changes must be made in person at the Town Hall by the Lessee.
- Rental fees of the Gazebo include a scheduled one (1) hour rehearsal for your ceremony at the Gazebo only. No admittance to the Meeting Hall is allowed during that time. Rehearsals may be scheduled Monday through Thursday between 9:00 a.m. and 6:00 p.m.
- Lessee must provide proof of residency in order to receive the resident rate. If the Town ascertains, or if a Town resident acknowledges, that renting the facility is for a non-resident for either a personal or commercial/business function, then the Town may charge the lessee full price and any deposits by said lessee may be retained by the Town. The Town Manager or designee may also cancel the reservation at his/her discretion and refuse future rentals of any Town facility to said lessee and the non-resident or commercial/business user(s).



Town of Oakland
230 North Tubb Street
P.O. Box 98
Oakland, Florida 34760
www.oaklandfl.gov
407-656-1117 (phone) 407-656-2940 (fax)

FACILITY RENTAL CONTRACT

YOU MUST CAREFULLY READ THIS CONTRACT BEFORE SIGNING IT AS YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS CONTRACT.

This Agreement is made this ___ day of ___, 20___, by and between the Town of Oakland (hereinafter referred to as "Town") and ___ (hereinafter referred to as "Lessee"). Oakland Resident: YES NO (If yes) Account #___

Mailing Address: ___ Street/PO Box City/State/Zip

Phone(s): ___ Home ___ Cell ___ Work ___ Other

Email: _____

Nonprofit ID# (if applicable) _____ and FEIN# _____

Date Requested: _____ Hours Requested: _____

How did you hear about us? _____

LOCATION: ___ MEETING HALL (221 N. Arrington St.) ___ POLLARD PARK PAVILION (525 W. Hull Ave.)
___ MEETING HALL GAZEBO (221 N. Arrington St.) ___ VANDERLEY PARK PAVILION (117 E. Gulley Ave.)
___ SPEER PARK GAZEBO (331 N. Tubb St.) ___ POLLARD PARK BASKETBALL COURT (525 W. Hull Ave.)

PLEASE REVIEW THIS CONTRACT CAREFULLY BEFORE SIGNING. ANY DEVIATION FROM THE CONDITIONS SET FORTH HEREIN BY GUESTS, CATERER, PHOTOGRAPHER, DJ, ETC. MAY RESULT IN THE FORFEITURE OF YOUR DEPOSIT.

WITNESSETH: In consideration of the mutual covenants herein contained, the Town does hereby allow the Lessee to use _____ located at _____, under the following terms and conditions:

1. **DESCRIPTION OF EVENT.** Lessee hereby agrees that the following is an accurate description of the event:
 - A. Type of event: _____
 - B. Date of event: _____
 - C. Event Start and End time: from _____ to _____
 - D. Number of people expected: _____
 - E. Will food be served? Yes _____ No _____
 - F. Type of music: _____
 - G. Will there be amplified sound? Yes _____ No _____
 - H. Is there any safety/security precautions required? Yes _____ No _____
Please explain _____

 - I. Will alcohol be served? Yes _____ No _____
If yes, what type will be served: beer _____ wine _____ liquor _____
Guests are not permitted to bring their own alcohol. Refer to the Town of Oakland Code of Ordinances, Chapter 6, sec. 6-1 for further explanation.
 - J. No Cash Bar allowed.
 - K. Will children under 21 years old be in attendance? Yes _____ No _____

2. **EVENT PERMIT.** Lessee may need to submit an event permit application, in addition to completing this Use Agreement. Yes _____ No _____

3. **SECURITY DEPOSIT.** In addition to the rental and other sums herein agreed to be paid by Lessee to Town, a security deposit is required no less than 30 (thirty) days before event. **If Security Deposit is not paid on time, the Town reserves the right to cancel the event and Lessee will forfeit all rental fees previously paid.**

If the cost of the damages exceeds the deposits, the Lessee will receive a bill for the amount over the deposit. Failure to pay for damages may result in legal action being taken by the Town to recover these costs and any associated legal cost.

4. **PAINT DAMAGE.** If damage occurs to the paint on the property, Lessee will be charged a minimum of \$75 per wall for the Town to repaint damaged areas.

5. **FEES FOR USE.** The Town and Lessee hereby agree to the following fees for the period of use of the (facility) _____.

Total Rental Fee: \$ _____ Payment Method: *Cash* _____ *Check #* _____

M.O # _____ Date: _____

Security Deposit: \$ _____ Payment Method: *Cash* _____ *Check #* _____

M.O # _____ Date: _____

(Due 30 days before event)

Total Amount Due: \$ _____ **Paid in full:**

6. **KEYS.** Lessee may pick up the key on the day before the event (Day/Date) _____ by 4 p.m. In the event a holiday falls on or before the event, the key can be picked up the day prior to the holiday before the event **Failure to pick up key prior to scheduled event will result in a staff charge of \$50.** Lessee is responsible for returning the key to the Town Hall by the next business day. Key may also be returned via the Drop Box in the side door of the Town Hall or the Water Payment Drop Box, located in the Town Center Circle next to the Post Office Box. **A \$50 charge will be assessed to Lessee if key is not returned on schedule.**

7. **PERIOD OF USE OF LEASED PREMISES.** Access to the Hall is on:
(Date) _____ (Time) _____.

and must be vacated by:

(Date) _____ (Time) _____.

8. **INDEMNIFICATION, ASSUMPTION OF RISK, & WAIVER OF CLAIMS**

A. Indemnification. Lessee agrees to indemnify fully and save and hold harmless the Town of Oakland, its officers, employees and agents, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, cost, suits, charges or compensation for all damage, claims liabilities, cause of action, loss or injury of any and every kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the Town of Oakland, its agents or employees, sponsors or activity supervisors, or Lessee, its visitors, agents or employees arising from Lessee participation in or presence at said rental facility or property. Lessee acknowledges that the Town of Oakland will not assume any costs relating to any injury while lessee is involved in this activity. The Town shall give Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise, and defend the same to the extent of Lessee's own interest.

B. Assumption of Risk. Lessee, his/her heirs and personal representatives hereby assume all liabilities, risks, injuries and hazards incidental to the rental of the aforementioned facility/park including transportation to or from the said activity.

C. Waiver of Claims. Lessee acknowledges the fact that this rental and programs occurring in or on the rented facility or property may/or does involve physical contact or other conditions where injuries may occur. The Town of Oakland and its agents, employees and contractors shall not be liable for, and Lessee hereby releases all claims for, damage to or loss of personal property sustained by Lessee or any person claiming through Lessee resulting from any fire, accident, occurrence, theft in or upon the Leased Premises or building of which they shall be a part, or of adjoining or contiguous property of buildings, provided same are not due to negligence of the Town, its agents or employees. The Lessee and the Town agree that nothing in this contract shall be interpreted as waiver of the Town's sovereign immunity under 768.28 Florida Statutes.

D. General. The foregoing indemnification, assumption of risk and waiver of claims is in consideration of the Town of Oakland or activity sponsor permitting Lessee's rental and participation in the activity or event and a condition precedent to Lessee participation in the said activity or rental. Lessee acknowledges that, absent the terms and conditions in this Paragraph the Town of Oakland or other sponsor of the activity would not have offered lessee access to the

activity because of unacceptable exposure to liability claims or the expense of providing a program that is risk-free.

- 9. **FACILITY USE REGULATIONS.** Lessee acknowledges receipt of the **Facility Rental Policies** currently in effect, and Lessee hereby agrees to each and every policy and regulation contained therein. Lessee agrees to comply with all Federal, State, and local laws, rules, and regulations. In the event of any conflict between the Facility Rental Policies and this Agreement, the terms and conditions contained in this Agreement shall apply.
- 10. **NO SUBLEASING.** Lessee agrees that they are the only entity renting the facility and will not sublease a portion of their full rental time to another party without the written approval of the Town Manager. If subleasing occurs the Lessee shall forfeit all deposits and be subject to additional claims for damages.
- 11. **UNFORESEEN CIRCUMSTANCES CLAUSE.** In the event the Town of Oakland cannot perform this agreement due to a Fire, Casualty, Acts of God, War, Terrorism, Civil Unrest or any other emergency or disasters beyond their control, including but not limited to COVID-19 or any other pandemic or public health emergency, the Town of Oakland shall make every attempt to reschedule the event, or return any moneys paid, less expenses, but shall have no further liability with respect to the agreement.

Lessee has read and understands the terms and conditions contained in this Agreement and signs it freely and knowingly, intending that it shall be fully operative and effective in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the uses and purposes herein contained on the day and year first above written.

LESSEE

TOWN OF OAKLAND

Signature Date

Town Representative Date

Print Name

Print Name

Signature Date

Print Name Date