



City of Jacksonville Beach
South Beach Community Center & Exhibition Hall
2508 South Beach Parkway, Jacksonville Beach, FL 32250
P: 904-247-6236/F: 904-247-6143

RENTAL PROCEDURES

To reserve the venue, the applicant must submit the Rental Application and Lease Agreement with the applicable security deposit. **The rental fee must be paid 30 days prior to the event.** There shall be no rentals on a City holiday or holiday weekend. All rentals are taken on a first-come, first-serve basis. Setup and cleanup of the facility must be completed within the hours agreed to in the Lease Agreement.

All rentals require a security deposit in addition to the rental fees. **The facility will not be reserved without a security deposit.** The security deposit is non-taxable and will be returned to Lessee after inspection of the facility for any damages and cleanliness. *THE SECURITY DEPOSIT ALSO COVERS DAMAGE, ADDITIONAL CLEANING NECESSARY POST-RENTAL, OR EARLY/LATE USE OF THE FACILITY.* Acceptable methods of payment are personal check, cash, cashier's check, or money order.

HOURS OF OPERATION AND RATES

As adopted by Resolution No. 2000-2018, the following hours of operation and rates have been established:

CONFERENCE ROOM

Weekday 8:00 a.m. – 4:00 p.m.	\$15.00 per hour – requires annual lease of 52 weeks
Weekday 8:00 a.m. – 4:00 p.m.	\$25.00 per hour (no minimum)
Weekday 4:00 p.m. – 12:00 a.m. (midnight)	\$41.50 per hour (2 hour minimum)
Weekends and Holidays	\$41.50 per hour (2 hour minimum)

EXHIBITION HALL

Weekday 8:00 a.m. – 4:00 p.m.	\$85.00 per hour – requires annual lease of 52 weeks
Weekday 8:00 a.m. – 4:00 p.m.	\$100.00 per hour (2 hour minimum)
Weekday 4:00 p.m. – 12:00 a.m. (midnight)	\$200.00 per hour (3 hour minimum)
Weekends and Holidays	\$200.00 per hour (3 hour minimum)

DEPOSITS

Conference Room	\$100.00 refundable deposit
Exhibition Hall (no alcohol served)	\$200.00 refundable deposit
Exhibition Hall (alcohol being served)	\$400.00 refundable deposit

Rates do not include tax, insurance, or police presence (if required).



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RENTAL APPLICATION

NAME:

ADDRESS:

EMAIL ADDRESS:

PHONE NO.:

TAX EXEMPT NO.:

DATE(S) REQUESTED:

RENTAL PURPOSE:

TOTAL NO. OF ATTENDEES:

NO. OF DAYS NEEDED:

START TIME:

END TIME:

Applicant acknowledges and agrees to the following:

- The event must be over and the facility vacated by the end time provided above.
- The rental rate is per hour only. This includes a City on-site employee or designee during the event.
- Applicant is responsible for table/chair setup and facility cleanup.
- Applicant will be held accountable for ensuring that all tables/chairs/equipment are returned to a reasonable level of orderliness, are clean and undamaged.
- Trash must be bagged and placed outside at the end of the event.
- If damages are incurred and not reimbursed, then Applicant forfeits the opportunity to rent the facility in the future.
- If cancellation occurs 30 days prior to an event, then the full security deposit will be refunded.
- If cancellation occurs less than 30 days prior to an event, then one-half of the security deposit will be refunded.
- If cancellation occurs less than 10 days prior to an event, then the security deposit will NOT be refunded.

Date: _____

Signature of Applicant



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LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into on _____, 2021
by and between the City of Jacksonville Beach, Florida (“City”) and _____
 (“Lessee”) whose address is _____.

In consideration of the mutual agreements herein contained, City hereby leases to Lessee
and the Lessee hereby accepts, subject to the terms and conditions herein set forth, space in the
(choose all that apply) Conference Room Exhibition Hall of *South Beach Exhibition Hall &
Community Center* located at 2508 South Beach Parkway, Jacksonville Beach, FL 32250
 (“Facility”), and any additional facilities inside or outside of the Facility proper which are herein
listed, if any: _____

for a period of _____ day(s), starting on (date) _____ beginning at (time) _____
and concluding on (date) _____ and ending at (time) _____ (the “term”). The
Facility is to be used by Lessee for _____
and for no other purpose whatsoever.

1. Lessee agrees to pay to City as and for rent for use of the Facility the following
sums for the term:

<i>Security Deposit:</i>	\$ _____
<i>Rental Fee:</i>	\$ _____
<i>7.5 % Tax:</i>	\$ _____
<i>TOTAL:</i>	\$ _____

***Security deposit due upon signing; rental fee plus 7.5% sales tax due 30 days before
event***

2. City agrees to furnish general lighting from the permanent fixtures, outlets, and
equipment in the Facility, heat, or air conditioning, water for normal usage as now installed in the
Facility, and normal janitorial services; however, failure to furnish any of the foregoing resulting
from circumstances beyond the control of City shall not be considered a breach of this Agreement.

3. Lessee shall not have the right to assign this Agreement or any rights hereunder or to sublet the Facility without the written consent of City.

4. In the event the Facility is not vacated by Lessee at the end of the term, City is hereby authorized to remove from the Facility at the expense of Lessee, all goods, wares, merchandise, and property of any and all kinds and description placed therein by the Lessee. City shall not be liable for any damages or loss to such items which may be removed.

5. Lessee acknowledges and agrees without limitation to the following:

- a. All activities will be confined to the boundaries within the designated areas for which this Agreement is being issued.
- b. It assumes all risks, whether known or not or reasonably foreseeable, which may be associated with the permitted use and shall hold harmless, indemnify and defend City, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind or nature (including but not limited to attorney's fees and court costs) arising out of any claim of injury to persons, including death, personal injury or damage to property, arising out of, occasioned by, related to or incidental to the use of the Facility and the activities engaged in by Lessee in association with this Agreement.
- c. To provide, at its expense, all necessary licenses and permits required in accordance with law for the use of the premises as herein provided.
- d. To comply with all laws, rules, regulations, and ordinances of City, Duval County, and State of Florida.
- e. To use the Facility solely for the purposes described in this Agreement.
- f. City is not responsible for operation of outside equipment.
- g. It shall not permit the Facility or any part thereof to be used for any unlawful purpose or in any manner as to injure persons or property.
- h. It shall not behave in any manner which will in any way mar, deface, or damage any part of the Facility.
- i. Upon termination of this Agreement, Lessee shall deliver to City the Facility in as good of condition and repair as the same shall be found at the beginning of the term.

- j. City does not provide audio for music or bands.
- k. The stove and oven are for warming food only, not preparation or cooking.
- l. City does not provide cookware, utensils, or tablecloths.
- m. No alcoholic beverages are permitted in the parking lots or outside the Facility.
- n. The City's Noise Ordinance must be obeyed.
- o. No illegal shows or events are allowed that would violate federal, state or local laws.
- p. Pets, smoking, firearms, weapons, fires or candles, gambling, and illegal drugs are strictly prohibited.
- q. Attendance/Facility capacity is set by the City Fire Marshal and shall not exceed 269. The Fire Marshal is authorized to designate a different capacity.
- r. Children must be supervised at all times.
- s. Commercial product sales are prohibited (exception: only business/corporate outings).
- t. Only City staff may open or close the divider wall.
- u. No standing on tables or chairs.
- v. Tables and chairs may not leave the Facility.
- w. Nails, tacks, push-pins, etc., are prohibited except on the decoration board on wall.
- x. Nothing may be hung from or attached to the ceilings.
- y. Rice, birdseed, glitter, tape on windows or on tables, and gum are prohibited inside the Facility.
- z. Events that have over 150 participants must plan for off-site parking and shuttling. The plan must be provided to the Parks and Recreation Department prior to the scheduled event.
- aa. Driving on sidewalks will result in forfeiture of deposit.
- bb. Deep fryers are prohibited inside the Facility
- cc. City staff engaged in the operation and maintenance of the Facility reserve the right to enter upon and to have unrestricted access to the Facility at any and all times.

6. City shall not be held liable for any damage occasioned by failure to keep said premises in repair, nor shall it be held liable for any damage occasioned by plumbing, gas, water, sewage, heating, air conditioning, or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings, or otherwise during period of time Lessee has rented the Facility.

7. Lessee assumes all risk of damage to and loss by theft or otherwise of the fixtures, appliances, or other property of the Lessee.

8. Lessee acknowledges and agrees without limitation to the following:

- a. Lessee shall indemnify, defend, and hold harmless the City of Jacksonville Beach, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including bodily injury and personal injury liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Lessee's use or occupancy of City/public property, unless solely caused by the gross negligence or willful misconduct of City, its officers, employees, or agents.
- b. Lessee shall file certificates of such insurance with City, which shall expressly provide thirty (30) days' notice to City of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the commencement of Lessee's event, City may cancel this permit.
- c. City requires the Lessee of an event using City facilities to provide City with proof of Commercial General Liability Insurance coverage in the minimum amount of one million dollars (\$1,000,000), and Liquor Liability Insurance coverage in the minimum amount of one million dollars (\$1,000,00).
- d. The policy must provide coverage for general aggregate liability losses, personal and advertising injury, fire damage, medical expenses and additional coverage for volunteer coverage, spectator liability, etc.
- e. The coverage shall be written on a "per occurrence" basis and shall be inclusive of "set-up and tear-down" dates.

- f. The City of Jacksonville Beach must be named as Additional Insured.
- g. Proof of insurance shall be in the form of a standard Accord Certificate of Insurance written by a licensed insurer acceptable to the City.
- h. Certificates of Insurance must be submitted to City not later than thirty (30) calendar days before the date of the event.
- i. Lessee shall report any bodily injuries or personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Lessee's use of City property to the City Manager or his/her designee, in writing and as soon as practicable.
- j. Lessee waives any right of recovery against City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Lessee's use or occupancy of City/public property, even if City, its officers, employees, or agents seek recovery against Lessee.
- k. City of Jacksonville Beach will not be responsible for any economic loss or damage resulting from the non-issuance, denial, revocation or cancellation of a Lease Agreement or event.

9. No waiver of any provision hereof shall be effective unless in writing signed by City. This Agreement contains the entire agreement between the parties, unless modified or amplified by an agreement in writing executed by City and Lessee. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity of section §768.28, Florida Statutes.

The undersigned hereby acknowledges that a copy of the Rental Procedures, Rental Application and Lease Agreement containing the rules and regulations for use of facilities owned and/or managed by the City Parks and Recreation Department have been received and read, and understands and agrees to abide by these rules and regulations governing the usage of the Facility being rented. The undersigned person executing this Agreement on behalf of the Lessee represents and warrants that he/she has full authority to sign this Agreement on behalf of the Lessee and that he/she has the authority to fully bind the Lessee to the terms and conditions set forth in this Application.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement through their duly authorized representative as of the date first mentioned.

LESSEE

CITY OF JACKSONVILLE BEACH

NAME: _____

NAME: _____

DATE: _____

TITLE: _____

DATE: _____

Lessee Witnesses:

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

CITY OF JACKSONVILLE BEACH

South Beach Community Center & Exhibition Hall
2508 South Beach Parkway, Jacksonville Beach, Florida 32250
Phone: (904) 247-6236



WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

The Lessee renting the City properties must operate their event and use the equipment (tables, chairs, projectors, etc.) and facilities in a safe manner for which they are intended. The City Manager and the Director of Parks and Recreation Department, and their designees, reserve the right and authority to determine the manner in which City equipment for an event will be used and set up, and shall advise the Lessee of the appropriate usage of said equipment.

For and in consideration of the City's consent to allow the Lessee to use the City's facilities the Lessee agrees as follows: To protect, defend, hold harmless, and indemnify the City of Jacksonville Beach and all of its agents and employees from and against any and all claims, demands, actions, liabilities, losses, and expenses (including reasonable attorney's fees) allegedly or actually suffered by any person(s) (including but not limited to) injury to or death of persons or damages to property (or during the use of facility equipment) arising out of, associated with or in any way related to (either allegedly or actually) the negligence, work, services, or activities of the individual or Lessee signing this Waiver of Liability Form, or any of their officers, agents, participants, and employees or volunteers and including, but not limited to, the joint, concurrent, or comparative negligence, if any, of the City of Jacksonville Beach in connection with the event on said premises according to the Lease Agreement, excluding on loss or damage to property and injury or death suffered by any person(s) arising solely from the City of Jacksonville Beach's own active negligence. This indemnification provision shall survive the termination of the Lease Agreement and shall be in full force and effect beyond the term or termination of the Agreement however terminated. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity of section §768.28, Florida Statutes.

The undersigned hereby acknowledges that a copy of the Rental Procedures, Rental Application and Lease Agreement containing the rules and regulations for use of facilities owned and/or managed by the City Parks and Recreation Department have been received and read, and understands and agrees to abide by these rules and regulations governing the usage of the Facility being rented. The undersigned person executing this Waiver on behalf of the Lessee represents and warrants that he/she has full authority to sign this Waiver on behalf of the Lessee and that he/she has the authority to fully bind the Lessee to the terms and conditions set forth in this Waiver and the Application.

Lessee's Printed Name

Lessee's Signature

Date

Lessee Address: _____

Phone Number: _____

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Phone: (904) 247-6236



**ALCOHOL PERMIT – HOLD HARMLESS
& INDEMNIFICATION AGREEMENT**

The undersigned Lessee assumes all risks, whether known or not or reasonably foreseeable, which may be associated with the permitted use and shall hold harmless, indemnify and defend City, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind or nature (including but not limited to attorney's fees and court costs) arising out of any claim of injury to persons, including death, personal injury or damage to property, arising out of, occasioned by, related to or incidental to the use of the City of Jacksonville Beach Community Center and Exhibition Hall and the activities engaged in by Lessee in association with the Lease Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity of section §768.28, Florida Statutes.

The undersigned hereby acknowledges that a copy of the Rental Procedures, Rental Application and Lease Agreement containing the rules and regulations for use of facilities owned and/or managed by the City Parks and Recreation Department have been received and read, and understands and agrees to abide by these rules and regulations governing the usage of the Facility being rented. The undersigned person executing this Permit on behalf of the Lessee represents and warrants that he/she has full authority to sign this Permit on behalf of the Lessee and that he/she has the authority to fully bind the Lessee to the terms and conditions set forth in this Permit and the Application.

Permit Holder Signature

Date

Name: _____

Title: _____

Lessee Address: _____

Phone Number: _____

Parks & Recreation Representative Signature

Date

WEST DOORS

Kitchen Door

Bathrooms
& Emergency Exit

Kitchen Door
Emergency Exit Door
Security Room

Note: Room Size 66' x 44'

EAST DOORS