

TOWN OF EATONVILLE

Hungerford Prep Center Facility Use Agreement

Date of Application: _____

(Check those that apply)

____ Eatonville Resident ____ Non-Resident ____ Continuous Group

____ Community Organization ____ Civic Club

Name: _____ Telephone: _____

Address: _____

Facility Request Date(s): _____

Event Hours: _____ (include set up and break down)

Type of Event: _____

Estimated number of guests: _____ Vehicles: _____

Facility to be Utilized (Check those that apply)

____ Gymnasium ____ Football Field ____ Softball Field ____ Tennis Courts

Circle yes or no for the following questions

Will admission be charged? Yes or No

If yes, explain (cost per person, donations and solicitations) _____

Will food, goods, or services be sold at the event? Yes or No

If yes, explain _____

Will live or recorded music be used? Yes or No

If yes, explain _____

Will the facility be used for commercial filming or photography? Yes or No

If yes, explain _____

Insurance Liability

A valid insurance certificate is required for use of any town facility. The insurance certificate must afford one million dollars (\$1,000,000.00) of general liability coverage per occurrence and contain the following information:

General liability coverage (property and bodily injury) as evidenced by an insurance certificate with an endorsement naming the Town of Eatonville as ADDITIONAL INSURED, and guaranteeing 72 hours prior notice to change or cancellation of the policy.

Use of the gym or fields will not be permitted unless a valid insurance certificate has been received by not later than seventy-two (72) hours prior to the first scheduled date of use of the gym or other facility.

1. The permit holder shall be responsible for any and all damage to the Town's facilities, equipment and/or property. If additional maintenance is deemed required (in excess of normal services/time) to restore the premises, equipment and/or property to reasonable use by others the permit holder shall be charged accordingly.
2. The Town disclaims responsibility for any accident, injury, liability, loss or damage to person or property as a result of unauthorized facility or gym use.
3. The permit holder will be responsible for all actions and omissions that result in property damages and personal injury that are caused by their attendees.

A. Hold Harmless / Insurance Agreement

The contractor, vendor, organization or user hereby promises and agrees to indemnify and save harmless the Town of Eatonville, 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 cost of actions including attorney's fees for trial and appeal, of any kind and nature arising or growing out of 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.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for changes incurred and supply a "Certificate of Insurance" to the Recreation Department no later than seventy-two (72) hours prior to program/event date.

Copyright Law: The Permit holder assumes all cost arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processed or dramatic rights used on or incorporated in the conduct of any event covered under the agreement and licensee agrees to indemnify and any patented trademark or copyrighted materials, equipment, devices, processes or dramatic from any such suit or action, regardless of whether it be groundless or fraudulent.

B. Licensee Acknowledgment

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement or cancellation of the event by the Town of Eatonville.

General Rules & Regulations:

All Town of Eatonville Municipal Codes/Regulations apply to all Town Facilities.

1. Office Hours: Monday through Friday, 8am until 5pm. To contact the office, call 407-623-1166.
2. A refundable cleaning and damage deposit is required. Any additional fees such as cleaning, damages, staff time, room time will be deducted from the cleaning/damage deposit. Any charges incurred to return the venue to its original condition would be deducted from the cleaning/damage deposit.
3. The Town reserves the right to cancel an approved reservation due to maintenance needs, overuse of facility, unsafe conditions, or due to a conflict with a Town event. In these cases, all attempts will be made to provide a minimum of 15 days advance notice and to provide an alternate location. In the event of an emergency, when only short or no notice can be provided, groups must cooperate with the request to not use the facility or risk loss of current permit and denial of future use. If there are no alternate facilities available, the Town is not obligated to provide an alternate facility. In case of such event, a full refund will be given.
4. The Town of Eatonville encourages partnerships and volunteerism to improve gym quality and maintenance; however, in the absence of a written agreement, donations and/or contributions of time, does not give any organization priority at any facility. Groups wishing to make alterations to facilities must submit these improvement requests in advance to the Town. No groups will be allowed to make any alteration to any facility without first obtaining the Town's approval.
5. The Town of Eatonville or the customer has the right to cancel an event by giving a written notice 30 days prior to the event. Refunds will be honored for cancellations made in writing and received 30 days before the event. Cancellations made in writing and

received less than 30 days before the event are entitled to a refund of the cleaning and damage deposit only. If the Town cancels a facility use permit, at no fault of the user, a full refund will be made.

6. All litter and debris that may occur as a result of your event must be picked up and deposited into trash or recycling receptacles, where provided, or removed from the premises.

7. All groups are responsible for the condition in which they leave the facility. Any excessive clean-up required by Town crews following your use will be cause for forfeiture of all or part of your damage deposit.

8. Amplified music, use of musical instruments, radios, or Public Address Systems must conclude by 9:00 p.m. Sunday through Thursday and by 11:00p.m. Friday and Saturday, and is allowed by permit only. The granting of this application is in sole discretion of the Recreation Director or appointed designee.

9. Complaints from surrounding neighborhood residents as to noise level, litter and debris, and disregard for use of parking regulations could result in cancellation of your reservation, forfeiture of security deposit, and denial of future facility use.

10. SMOKING IS NOT PERMITTED IN ANY TOWN OF EATONVILLE BUILDINGS.

11. The Town will NOT be held responsible for any articles left at the facility.

12. Maximum occupant loads are mandated by the Fire Marshall and posted maximum may not be exceeded.

13. Hours reserved should include the TOTAL time that the facility will be in use, including decorating time, total activity and clean up time, **ALL CHANGES IN ARRANGEMENTS MUST BE MADE IN WRITING.**

14. Community Organizations must provide the following documents:

Community Based Organization Verification Form

Proof of 501-C3 status registered under Internal Revenue Service

Tax exempt status registered under Department of Revenue

Statement that event is free and open to the public

Overview and mission statement of the organization

I have read and agree to abide by all of the rules and regulations regarding use of a Town of Eatonville recreational facility.

Signature: _____ **Date:** _____

Recreation Dept. Signature: _____ **Date:** _____

Town of Eatonville Fee Schedule

Hungerford Property Rental Fees

Gymnasium

Refundable Deposit.....	\$200.00
Resident Hourly Rate.....	\$50.00
Non-Resident Hourly Rate.....	\$75.00
Two Staff members Hourly Rate (2 hour minimum).....	\$15.00

Football Field

Refundable Deposit.....	\$200.00
Resident Hourly Rate.....	\$55.00
Non-Resident Hourly Rate.....	\$65.00
Field Lights.....	\$16.00 / per hour
Field Lights First Hour.....	\$50.00
Field Lights Each Additional Hour.....	\$25.00
Two Staff members Hourly Rate (2 hour minimum).....	\$15.00

Ball Fields

Refundable Deposit.....	\$50.00
Resident Hourly Rate.....	\$15.00
Non-Resident Rate.....	\$25.00
Field Lights.....	\$16.00 / per hour

Tennis Courts

Refundable Deposit.....	\$30.00
Resident Hourly Rate.....	\$10.00
Non-Resident Hourly Rate.....	\$15.00

For office Use Only

Facility _____

User Group: _____

Deposit.....\$ _____

Facility Hours.....\$ _____

Personnel.....\$ _____

Equipment.....\$ _____

Utilities.....\$ _____

Subtotal.....\$ _____

Sales Tax 6.5%.....\$ _____

TOTAL.....\$ _____