

## Rental Use Agreement for ElderCare of Alachua County / Senior Recreation Center (ECAC/SRC)

5701 NW 34<sup>th</sup> Blvd, Gainesville, FL 32653  
 Phone: 352.265.9040 Fax: 352.265.9041

Agreement between the ElderCare of Alachua County/Senior Recreation Center (hereinafter called "ECAC/SRC") and

<b>Rental Contact Information</b>	
Contact Name:	
Address:	
City	
State	
Zip	
Phone Numbers <i>(please provide the best two contact numbers)</i>	1. 2.
Email:	
Additional Contact Name: <i>(required)</i>	
Phone:	
Email:	
<b>Description of Rental</b>	
Date of Rental:	
Organization Name: <i>(required if organization is sponsoring rental)</i>	
Is your Organization Tax Exempt?	<input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes, please provide Certificate of Exemption with Agreement)</i>
Type of event:	
Number of Expected Attendees:	
<b>Select Rental Space</b>	
<b>Room</b>	<b>Price</b>
<input type="checkbox"/> Multipurpose	\$150.00/hour + 6% sales tax
<input type="checkbox"/> Shands Wellness	\$75.00/hour + 6% sales tax
<input type="checkbox"/> Eloise Page Foundation	\$50.00/hour + 6% sales tax
<input type="checkbox"/> Dharma Foundation	\$50.00/hour + 6% sales tax
<input type="checkbox"/> Game Area	\$50.00/hour + 6% sales tax
<b>*Please note that all rentals require event insurance. This will be added to the total amount due at time of rental.</b>	
<b>Please see insurance requirements and pricing sheet attached to the back of this agreement.</b>	
<b>Rental Times</b>	
Setup Time:	_____ AM / PM to _____ AM / PM <b>Total Setup Time:</b> _____
Event Time:	_____ AM / PM to _____ AM / PM <b>Total Event Time:</b> _____
Breakdown Time:	_____ AM / PM to _____ AM / PM <b>Total Breakdown Time:</b> _____
<b>Total Rental Time:</b>	_____ <b>(add total hours of Setup, Event &amp; Breakdown times)</b>

<b>For ECAC/SRC Use Only</b>			
Deposit Amount Collected:		Final Payment:	
Date Processed:		Date Processed:	
Processed by:		Processed by:	
Type of Payment:		Type of Payment:	
Tax Exempt?		Tax Exempt?	
			Scanned? Yes No
			CC/Debit Receipt Included? Yes No

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ECAC/SRC and Sponsor hereby agree that Sponsor shall have the right to rent space in the Senior Recreation Center as set forth above, subject to the following terms and conditions:

1. **Reservations & Security Deposit:**

*No event is officially reserved and placed on the calendar until:*

- This Rental Use Agreement is signed and returned by Sponsor to the ECAC/SRC Events Department. A fully executed contract approved and signed by ECAC/SRC confirms the event.
- Half of the rental payment is made at time of contract signing
- A \$200.00 security deposit\* is submitted with completed Rental Use Agreement
  - **Payment via Credit/Debit card is preferred. Please complete Credit/Debit Card Authorization Form attached.**
  - Please submit a check made payable to Eldercare of Alachua County and write your event date in the memo line.
  - The \$200.00 security deposit is refundable in its entirety if there are no damages incurred to the space rented at the ECAC/SRC per this Rental Use Agreement. The ECAC/SRC Events Department has 30 days to refund the \$200.00 to the authorized credit/debit card.
  - If there are damages, these deposit funds will be used to reimburse ECAC/SRC for any damages caused by Sponsor and any additional cleanup made necessary by Sponsor.

2. **Cost & Payment:**

- A. Upon receipt of the executed Rental Use Agreement and \$200.00 security deposit, the Sponsor agrees to pay half of the total "Use Fee", which covers set-up, insurance, and management fees.
- B. The balance of the Use Fee is due 7 days prior to the setup of the event.

Use Fee: \$ _____ + 6%Sales Tax _____ = Total _____
Balance of Use Fee due 7 days prior to event date _____ in the amount of \$_____.

3. **Cancellation:**

- If the Sponsor provides ECAC/SRC with written notice of cancellation more than ninety (90) days prior to the event, the security deposit and Half Use Fee paid upon execution of the Agreement shall be refunded in full. Please note: the Half Use Fee will take up to two weeks to refund.
- If the Sponsor cancels within ninety (90) days of the date of the event, the Half Use Fee shall not be refunded to Sponsor unless cancellation is due to a reason in paragraph 14 C of this agreement. The \$200.00 security deposit will be refunded in full.

4. **Smoking:**

Smoking is prohibited in ECAC/SRC and all other ECAC/SRC properties.

5. **Food and Beverages:**

- A. Please indicate if alcoholic beverages will be served at the event. **YES** \_\_\_\_\_ **NO** \_\_\_\_\_
- B. Alcoholic beverages may not be served on ECAC/SRC property during regular business hours:
  - a. (Monday – Friday, 8:00 am – 5:00 pm)
- C. All persons participating in ECAC/SRC approved events in ECAC/SRC must adhere to Florida Statute 562.11 regarding alcoholic beverages.

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*FS 562.11 – It is unlawful for any person to sell, give, serve, or permit to be served alcoholic beverages to a person under 21 years of age or to permit a person under 21 years of age to consume such beverages on the premises.*

- D. If a caterer is used, the caterer is responsible for clean up of the entire kitchen (refer to Section 7.) Failure to do so could result in additional charges to Sponsor.

### 6. **Set-up:**

- A. Sponsor shall meet with an ECAC/SRC Events Department representative at least two weeks prior to the event to finalize room layout and equipment needed for the event. If Sponsor fails to meet with an ECAC/SRC Events Department representative at least two weeks prior to the event, ECAC/SRC, at its option, may deem Sponsor as having cancelled the event.
- B. All set-up arrangements, including point of delivery of set-up equipment and personnel, arrival of caterers, flowers, etc., must be confirmed with the ECAC/SRC Events Department no less than two weeks prior to event.

### 7. **Clean-up:**

ECAC/SRC shall be left in the same condition as it was prior to the event. Tables and chairs should be left in original setup. *The ECAC/SRC staff member on site is not responsible for cleanup.* The Sponsor is responsible for the following clean up before the departure time listed in this Rental Use Agreement:

- Removal and proper disposal of food, beverages, and garbage from all receptacles used in room rented (this does not include restroom areas)
  - Dumpster for garbage disposal is located outside of the Staff Entrance to the left in the Staff Parking lot
- Wipe down of all ECAC/SRC equipment used, i.e. tables, chairs, counter space, etc.
- Sweeping of floors

Please report any issues with cleanup or damages to staff member on site.

### 8. **Departure:**

If the event extends beyond the reservation time, the Sponsor will pay to ECAC/SRC \$200 per hour for each excess hour the event extends. A partial hour will be considered as a whole hour in determining the additional sums to be paid to ECAC/SRC. Sums will be rendered through the \$200.00 security deposit or the staff person working the event may collect this fee before sponsor leaves the ECAC/SRC.

### 9. **Event Changes:**

- a. Any request for changes in time, number of people, set-up, etc., desired by Sponsor must be made in writing and forwarded to the ECAC/SRC Events Department at least two weeks prior to the event. While ECAC/SRC will try to accommodate Sponsor's changes, Sponsor understands that due to limitations in space and personnel, ECAC/SRC may not be able to do so. The decision to accommodate Sponsor's changes shall be solely at ECAC/SRC discretion. Any changes approved by ECAC/SRC shall be notes in writing.
- b. Event rooms are assigned based on the anticipated number of guest. The ECAC/SRC Events Department reserves the right to adjust room assignment based on Sponsor's final guarantee, and reserves the right to move the event to comparable meeting or banquet rooms other than those appearing in the Agreement.

### 10. **Sponsor Representative:**

- a. The individual named as the Sponsor's contact person on page 1 of this Agreement shall act as manager of the event, ensuring that all aspects of the event comply with ECAC/SRC policies and guidelines. This includes, but is not limited to, the activities of the florists, performers and/or

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entertainers, delivery personnel, and caterers. Sponsor's contact person shall also serve as Sponsor's agent for the receipt of notices under this Agreement, at the address shown as the Sponsor's address on page 1 of this Agreement.

- b. All notices required to be served on ECAC/SRC shall be sent to the following address:  
 ElderCare of Alachua County/Senior Recreation Center  
 Attn: Special Events Department  
 5701 NW 34 Street  
 Gainesville, FL 32653
- C. Changes to aforesaid representative and addresses may be made by written notice sent to the appropriate address.

### **11. Damage and Insurance:**

- A. Any damages shall be reported to ECAC/SRC Events Department as soon as said damage is discovered.
- B. ECAC/SRC has the right to inspect and determine damages up to 24 hours after each event and to determine whether an outside vendor will be needed for repairs.
- C. If any portion of ECAC/SRC, its facilities or equipment is damaged by any act, omission, default, or negligence of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to ECAC/SRC by Sponsor by Sponsor, Sponsor shall pay ECAC/SRC upon demand a sum equal to the cost of repairing the damages in excess of the security deposit and restoring ECAC/SRC to the condition existing at the beginning of the event. In such event the Sponsor will be billed for damages above the security deposit. This amount is due upon receipt. Damage charges in excess will be charged to Sponsor's credit/debit card. If a Credit/Debit Card or other means of payment is not accessible to the ECAC/SRC Events Department and Sponsor does not pay within 15 days of receipt of bill, the Shands Legal Department then reserves the right to seek legal means of collection. All fees and charges involved with collection, including attorney fees and court costs, will be charged to Sponsor and is due upon payment of damages.
- D. Sponsor shall indemnify and hold ECAC/SRC harmless against any and all liability imposed or claimed, including attorney's fees and court costs, arising directly or indirectly from any act or omission of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to ECAC/SRC by Sponsor, including but not limited to all claims relating to the injury or death of any person or damage to any property.

### **12. Décor:**

Décor (over and above the use of centerpieces and plants) must be approved in advance by the ECAC/SRC Events Department. No confetti, glitter, rice/bird seed, or similar items may be used in ECAC/SRC. Candles may only be used if in an enclosure such as a globe or hurricane lamp, candles may not be taller than the enclosure. Banners, posters, and/or flyers may not be hung or attached to walls in any event space. No banners may be hung on the exterior of ECAC/SRC without permission from the ECAC/SRC Events Department.

### **13. Parking:**

ECAC/SRC has a designated parking lot. Parking is available there without restrictions after regular business hours. Street parking is not suggested. Parking regulations apply to ALL vehicles. Catering and delivery parking is at the direction of the ECAC/SRC Events Department.

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**14. Miscellaneous:**

- A. This Agreement includes all the terms and conditions agreed upon by the parties and no oral agreements or representation shall be valid or binding upon the parties hereto, and this Agreement may not be modified in any manner except by written agreement signed by both parties hereto.
- B. This Agreement is not binding until executed by all parties.
- C. If the event contemplated by this Agreement cannot take place due to an event beyond control of the parties, including, but not limited to, war, riot, terrorism, explosions, floods, fires, tornados, hurricanes, then neither party will be liable for any damages due to the cancellation of the event.
- D. The Agreement shall be construed in accordance with the laws of the State of Florida and any disputes hereunder shall be resolved in the courts situated in Alachua County, State of Florida.
- E. If a court of competent jurisdiction invalidates any provision of this Agreement, then all of the remaining provisions of the Agreement shall continue in full force and effect.
- F. ECAC/SRC or ECAC/SRC shall not provide copying, printing, faxing, or computer use under any circumstances.
- G. Sponsor shall ensure that Sponsor and its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to ECAC/SRC by Sponsor shall comply with ECAC/SRC rules, regulations and policies applicable to ECAC/SRC use

**The parties herein have read and agree on the above terms and conditions.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ECAC/SRC Representative Printed Name

\_\_\_\_\_  
ECAC/SRC Representative Signature

\_\_\_\_\_  
Date