

**PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT
215 Holiday Park Boulevard, NE
Palm Bay, FL 32907
Phone: 321-724-2240
Fax: 321-724-8166**

RECREATION HALL RENTAL POLICY

RENTAL:

It shall be the policy of Port Malabar Holiday Park Mobile Home Park Recreation District that the Recreation Hall and Kitchen may be rented when the facilities are not reserved for use by either the District or Holiday Park Property Owners Association (HPPOA).

An owner/resident of Holiday Park may rent, when available, the Recreation Hall and Kitchen, for an event and that person shall be responsible for the event as set forth in this Policy. By Florida Law, the General Public may rent, when available, the Recreation Hall and Kitchen. The District requires that the renter sign the required documents, pay all fees and shall be responsible as set forth in this policy.

REQUIREMENTS FOR RENTAL

Each person or representative of an organization who desires to rent the Recreation Hall must sign the HOLD HARMLESS AGREEMENT, RENTAL AGREEMENT and pay 50 % of the RENTAL FEES plus a SECURITY DEPOSIT:

Renter must complete and submit the attached hall setup form to the District Office a minimum of seven (7) days prior to the event.

DEPOSIT and FEE:

The SECURITY DEPOSIT of two hundred (\$200.00) dollars plus fifty percent (50%) of the full RENTAL FEE is required at the time of signing. These payments are refundable under certain circumstances (refer to SECURITY DEPOSIT, RENTAL FEE and CANCELLATIONS).

SECURITY DEPOSIT:

The SECURITY DEPOSIT will be returned within thirty (30) days after the event if it is determined by the District that there is no damage to the property. If the District Manager determines there is damage to District property, a detailed written report will be mailed to the renter within ten days (10) days after the event. If District Personnel reports to the District Office that areas other than the Recreation Hall, Kitchen and Bathrooms have been used, the Security Deposit may be forfeited. This decision shall be at the discretion of the District Manager. Any dispute between the District and the renter may be appealed in writing to the Board of Trustees who shall render the final decision.

RECREATION HALL RENTAL POLICY cont.

RENTAL FEE:

Rental Fee shall be payable to the District based on a Fee Schedule approved by the Board of Trustees. Fifty percent (50%) of the Rental Fee shall be paid at the time of signing the required documents. The remaining fifty percent (50%) must be paid in full within five (5) business days of the event. Balance not paid within five (5) business days may be subject to a penalty of 25% of the RENTAL FEE. The District Office will not send notices of payments due.

CANCELLATIONS:

Should the event be cancelled by the signer the 50% Rental Fee shall be forfeited. When an event is cancelled, the Security Deposit will be refunded within thirty (30) days.

GATE ACCESS

Holiday Park is a gated community. Therefore, five (5) business days before the event the Renter must provide the District Office a list of persons who reside outside Holiday Park and who will be attending the event. Non-compliance with this requirement could result in individuals not being permitted to enter the park.

DISTRICT RESPONSIBILITIES:

The District Office will supply a copy of this policy to the Renter at time of signing the Agreements.

The DISTRICT shall be responsible for and in control of the following:

- Hall set-up per layout sheet.
- Sound System
- Thermostats for heat and air condition
- Electric lights throughout the Recreation Hall
- Ceiling fans in the Recreation Hall
- Supplies in the restrooms
- Trash bags for rolling trash bins
- Removal of all trash to the outside receptacle

FEE SCHEDULE

CATEGORY	SECURITY DEPOSIT	RENTAL OF RECREATION HALL & KITCHEN	MUST PROVIDE INSURANCE
<i>HPPOA Sponsored</i>	<i>N/A</i>	<i>N/A</i>	<i>Currently provided through HPPOA</i>
<i>HPPOA Encouraged</i>	<i>N/A</i>	<i>N/A</i>	<i>No</i>
<i>Registered Owner/Tenant</i>	<i>\$200.00</i>	<i>N/A</i>	<i>No</i>
<i>General Public</i>	<i>\$200.00</i>	<i>\$500.00</i>	<i>Yes</i>

NOTES:

1. *Use of hall for setup shall be no more than two hours.*
2. *Rental Fee for the event is for four hours. Use of hall in excess of four hours, with a maximum of six hours, will be charged at \$125 for each hour or part of the hour.*
3. *Clean up of kitchen after event is responsibility of the renter.*
4. The General Public rental fee applies if the Recreation Hall is to be used for profit/gain or fund raising for other than the benefit of the District.

A bereavement/memorial kit may be purchased from the Home Owner's Association - Contact the organization or the District Office for additional information.

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MOBILE HOME RECREATION DISTRICT**
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321-724-2240 FAX: 321-724-8166

RECREATION HALL RENTAL AGREEMENT

APPLICANT: _____

If Organization: Private Business Corporation Other _____

Contact: _____ Daytime Phone: _____

Email: _____ Nighttime phone: _____

Address: _____ City: _____ State: _____ Zip: _____

SECONDARY: _____ Daytime Phone: _____

Email: _____ Nighttime phone: _____

Address: _____ City: _____ State: _____ Zip: _____

DATE OF FUNCTION: _____ DATE OF CONTRACT: _____

TYPE OF FUNCTION: _____

EXPECTED ATTENDANCE: Residents _____ Non-Residents _____

RENTAL TIME: SETUP FROM _____ TO _____
FUNCTION FROM _____ TO _____

* * * * *

RENTAL FEE (based on attached schedule)	\$ _____
50% of RENTAL FEE	\$ _____
SECURITY DEPOSIT	\$ _____
AMOUNT PAID AT TIME OF SIGNING	\$ _____
[] Cash [] Check Number _____	

BALANCE DUE By _____ \$ _____

Date Paid _____ [] Cash [] Check Number _____

SORRY - WE DO NOT ACCEPT CHARGE CARDS

RECREATION HALL RENTAL AGREEMENT

RESPONSIBILITIES OF THE APPLICANT:

1. Person(s) signing this Holiday Park Rental Agreement shall be in attendance at the event from beginning to end.
2. Provide hall layout sheet to District Office a minimum of seven (7) days prior to event.
3. If rented the kitchen and all equipment used shall be left clean. Ovens are intended to warm food not to cook entire meals.
4. If alcohol is present a Palm Bay Police Officer must be present during the event. If alcohol is to be sold, the applicant must also obtain an appropriate State of Florida Alcoholic Beverage Permit. A copy of the contract with the Police Department, and if applicable the State license, must be on file with the District Office before the event.
5. Smoking is not permitted in the building.
6. Holiday Park is a gated community. Therefore, not more than five (5) business days before the event the Renter shall provide the District Office a list of persons who reside outside the park and who will require access to attending the event.
7. Activities must be confined to the Recreation Hall.
8. Animals are not permitted in the building except service animals.
9. Place all trash in bags provided by District Personnel.

I/we/ _____ acknowledge receipt of the HALL RENTAL POLICY AND RENTAL AGREEMENT. I/we understand and agree this document and any attachments thereto is a legally enforceable contract, and I/we agree to be bound by and will comply with all the terms and conditions. If the applicant is an organization, I/we also certify I/we am/are authorized by the Applicant to execute legally binding contracts on behalf of the organization

RENTER

DATE

RENTER

DATE

Authorized by:

DISTRICT REPRESENTATIVE

DATE

RELEASE, INDEMNITY AND HOLD HARMLESS

THIS AGREEMENT ("Agreement) is dated _____ (regardless of when signed) and is by and between **PORT MALABAR HOLIDAY PARK MOBILE HOME RECREATION DISTRICT**, a Florida special district (**DISTRICT**) and _____ (**INDEMNITOR**)

Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

DISTRICT agrees to allow the **INDEMNITOR** to use the **DISTRICT'S** recreation hall on the _____ day of _____, 200__ and during the hours of _____ to _____ in accordance with the recreation hall rental policy and agreement established by the **DISTRICT**. In consideration the **INDEMNITOR**, his or her heirs, successors, assigns, Trustees, guardians, or personal representatives and anyone claiming by or through **INDEMNITOR** hereby absolutely releases and forever discharges **DISTRICT** and it respective heirs, estates, officers, directors, board members, trustees, employees, agents, representatives, attorneys, managers, administrators, assigns, and successors from any and all claims, demands, damages, awards, judgments, expenses, actions, causes of action, penalties, proceedings, controversies, monies, accounts, compensation, contracts, promises, injuries to persons or property, fees, reimbursements, costs, debts, attorney fees, defenses, losses and liabilities of any nature liquidated or unliquidated, known or unknown, fixed or contingent, whether arising in contract, tort or at law or in equity for which he or she shall have now against **DISTRICT** or which they may have in the future arising from or in any way relating to **DISTRICT** allowing the **INDEMNITOR** to use the recreation hall including the negligence of **DISTRICT** for damages relating to or arising out of the of the **INDEMNITOR's** use of the recreation hall. Furthermore, **INDEMNITOR** shall hold **DISTRICT** harmless and in all respects indemnify **DISTRICT** against all claims, demands, damages, awards, judgments, expenses, actions, causes of action, penalties, proceedings, controversies, monies, accounts, compensation, contracts, promises, injuries to persons or property, fees, reimbursements, costs, debts; attorney fees, defenses, losses and liabilities of any nature liquidated or unliquidated, known or unknown, fixed or contingent, whether arising in contract, tort or at law or in equity caused by the **INDEMNITOR**, including the negligence of the **INDEMNITOR** from the date of this agreement to the end of the world, including any such claims by third parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date written below.

<p>_____</p> <p>INDEMNITOR</p> <p>Date: _____</p>	<p>PORT MALABAR HOLIDAY PARK MOBILE HOME RECREATION DISTRICT</p> <p>By: _____</p> <p>Date: _____</p>
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