

**Port Malabar Holiday Park
Mobile Home Park Recreation District**

215 Holiday Park Boulevard, NE

Palm Bay, Florida 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, three (3) business days before the event the Renter must provide the gate house 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

	SECURITY DEPOSIT	RENTAL OF RECREATION HALL & KITCHEN	MUST PROVIDE INSURANCE
HPPOA Sponsored Activity	No Charge	No Charge	Currently provided through HPPOA
HPPOA Encouraged Activity	No Charge	No Charge	No
Holiday Park Resident	\$200.00	No Charge	No
General Public	\$800.00	\$800.00	Yes

NOTES:

1. Use of hall for setup shall be no more than two (2) hours.
2. Rental Fee for the event is for four (4) hours. Use of hall in excess of four (4) hours, with a maximum of six (6) hours, will be charged at \$125 for each hour or part of the hour is non-refundable.
3. Clean up of kitchen after event is responsibility of the renter.

THIS RENTAL POLICY AGREEMENT SUPERSEDES

ALL RENTAL POLICY AGREEMENTS

APPROVED BY THE TRUSTEES PRIOR TO THIS DATE.

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

RECREATION HALL RENTAL AGREEMENT

ORGANIZATION/APPLICANT: _____

CONTACT PERSONS:

PRIMARY; _____ 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: _____

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

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

[] Cash [] Check Number _____
Date Paid _____

BALANCE DUE \$ _____
Due Date _____

Date Paid _____ [] Cash [] Check Number _____

RECREATION HALL RENTAL AGREEMENT

RESPONSIBILITIES OF THE APPLICANT:

1. Person(s) signing this Rental Agreement shall be in attendance at the event from beginning to end.
2. Provide hall layout sheet to District Office 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 Off-duty Police Officer must be present during the event. If alcohol is to be sold, the applicant must obtain an appropriate State of Florida Alcoholic Beverage Permit, and contract with the City of Palm Bay for the police officer. A copy of the permit and contract must be on file with the District Office.
5. Smoking is not permitted in the building.
6. The 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 the park and who will be 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 _____ certify I am authorized to represent the organization. I acknowledge I have received a copy of the POLICY and RENTAL HALL AGREEMENT. I agree to the terms stated above and will abide by the policy.

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 _____, 20____ 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 its 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, cases 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 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, cause of actions, 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, 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 work, including any such claims by third parties.

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

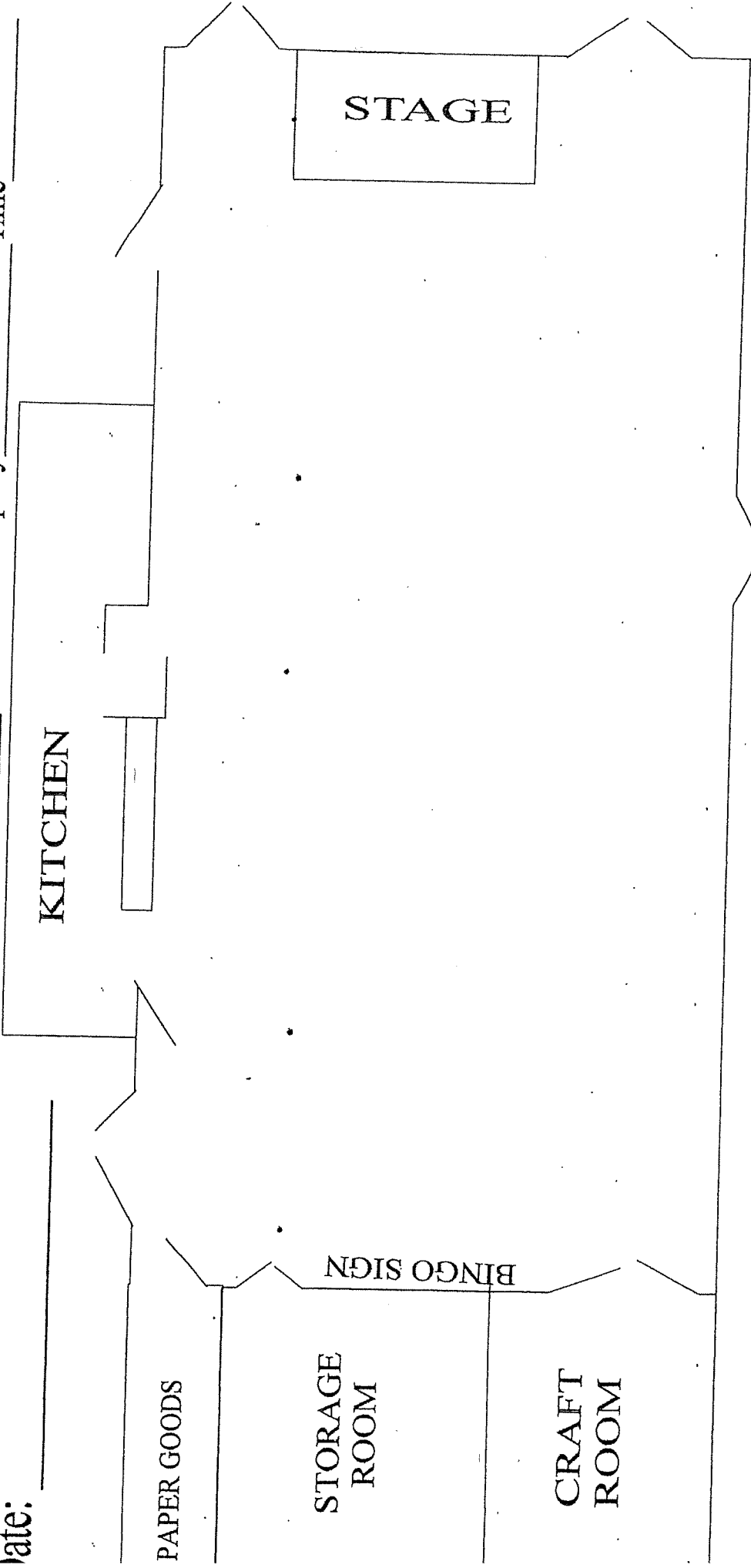
<p>_____ INDEMNITOR</p> <p>Date: _____</p>	<p>PORT MALABAR HOLIDAY PARK MOBILE HOME RECREATION DISTRICT</p> <p>By: _____</p> <p>Date: _____</p>
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Hostess: _____ Phone #: _____

Event: _____ # Attend: _____

Date: _____

Request Sound System & Microphone
Set Up By _____ Time _____



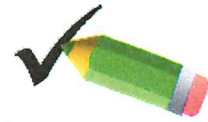
NUMBER TABLES AVAILABLE

- 12 Round tables seating 8 people
- 8 Round tables seating 6 people
- 24 Oblong tables seating 8 people

Hall Lay-Out

Table in Hallway w/2 Chairs for Ticket Sales

Date: _____



Kitchen Cleaning

This checklist should be completed after every Event or use of the kitchen.

Event name: _____

A 2-person signature confirming the checklist completed:

Clean & Sanitize:

- Carts
- Stainless tables
- Countertops
- Kitchen sinks...drains cleaned.
- Prep areas.
- Counters around the dishwasher
- Fronts of cabinets for food droppings and spills
- Grey bus pans washed...turned upside down on carts until dry...then stacked.

Dish Washer:

- Water drained and interior clean and dry.
- Counters on each side of the dishwasher clean and sanitized
- Drain trap screen is emptied and cleaned (under the rinse sink)
- Water is turned off Spray hose attached to faucet hook.
- The hose is in the proper position to avoid standing water.
- Dish racks returned to the rack dolly under the dishwasher.

Alto Sham, Convection Oven, Range, Grill, Coffee Pots

- Turned off
- The coffee grounds emptied.
- Spills, and fronts of equipment cleaned.
- **GRILL IS ALWAYS HOT**...do not place any plastic on the surface.

Refrigerator/Freezer:

- Remove all items after the event. Left items will be disposed of.
- Wipe any spills from shelves, walls, and bottom of the units.

*****Custodians will empty trash cans. If something is spilled during an event, please notify the custodian.**

Thank you for your cooperation in keeping our kitchen clean and safe for all residents!

Holiday Park Property Owners Association