



## **PELICAN BEACH PARK RENTAL CONTRACT**

Those renting the pavilions or volleyball court must adhere to the following guidelines when using the park. Compliance will assure a pleasant event and return of your security/damage deposit. If these guidelines are not followed, it will result in a partial or total loss of your security/damage deposit. You must be at least 21 years of age to rent and complete this facility contract.

### **Park Hours & Information**

Pelican Beach Park pavilions are reserved from 9am to dusk. Park amenities include ADA compliant restrooms, fresh water showers and water fountains. The pavilions are equipped with electrical outlets. It is important that you bring this contract with you the day of your reservation.

### **Loading and Unloading**

Under no circumstances may vehicles drive outside of the parking area to park or unload near a pavilion. Temporary parking for unloading and loading items is available at the special circle area located just north of the flagpole. There is sidewalk access to all pavilions, so you might consider bringing a wagon, dolly or coolers with wheels to aid in moving items to your pavilion.

### **Special Vendor Parking**

If a large commercial grill is onsite for your event, a special parking area has been designated and is as close to the pavilions as permitted.

### **Unauthorized Items on Grass**

All motorized vehicles, tents and blow-up games such as a bounce house, obstacles, water slides, etc. are strictly prohibited. Please check with the Recreation Department for clarification and approval on any items not listed.

### **Music**

Loud noise is prohibited and defined in the City Code 26.81-26.83 as any noise, which annoys or disturbs the peace of others. If a noise complaint is made to the SBPD, one verbal warning is issued to the renter. Continued noncompliance will result in the SBPD requiring renter to cease music. Amplified music is not allowed.

### **Alcohol**

Beer and wine are permitted in the pavilion areas only. Hard liquor, glass beverage containers and the selling of alcoholic beverages are strictly prohibited.

### **Other Pavilions & Dune Crossovers**

Pavilions that are not reserved are open to the public from 9am to dusk. One group cannot exclusively use these pavilions and deny public use by others. The dune crossovers are only for public access. Formal activities on the crossovers are not permitted, as they would prevent public access.

### **Decorating**

Do not use staples, nails, or tacks on tables or pavilions. Please use string, tape, or fishing line.

### **Grills**

Grills are provided at each pavilion. The renter must provide the charcoal for the grill. Portable grills are not allowed to be brought on site. No wood or ground fires are allowed.

**Volleyball Courts**

The volleyball courts are to be shared amongst visitors unless otherwise posted as reserved. Nets will remain up at all times, however please bring your own volleyball.

**Playground**

The playground is to be shared amongst all visitors.

**Pets**

No pets, except service animals are permitted in the park.

**Clean-up**

Clean up must be completed by dusk. All trash must be placed inside the trash receptacles provided. Any large items or overflow must be taken to the dumpster. Tabletops, floor and adjacent grounds must be clean of refuse and debris resulting from rental use.

**Maximum Occupancy**

Pelican Pavilion (70); Turtle Pavilion (30); Sea Grape Pavilion (30); Coquina (20); Starfish (12)

**Adult Supervision**

Adult supervision is required for participants under 21 years of age.

**Security & Situations**

During the weekend, if a situation arises that affects your reservation and requires City assistance, contact the SBPD @ (321) 773-4400. If a situation arises Monday-Friday 8:30am-5pm, contact the Recreation Department @ (321) 773-6458.

**Refund Policy**

Refunds are available if requested 3 full business days prior to your reserved date. A full refund of your rent and deposit will be mailed to you approximately 3 weeks following the notice of cancellation. Refunds requested within 3 business days of your reserved date will result in forfeiture of your reservation rental fee, however your security/damage deposit will be mailed to you approximately 3 weeks following the notice of cancellation (if paid by credit card, it will be processed back to the card). Refund requests will not be accepted if left on voice mail.

**Security/Damage Deposit Return**

A full refund of your damage deposit will be mailed to you approximately 3 weeks after your event providing all guidelines were adhered to (if paid by credit card, it will be processed back to the card). If your deposit is withheld, you will be notified within 2 business days after your event.

I, \_\_\_\_\_ have read and understand the above guidelines. It is the applicant's responsibility to communicate and enforce the rules with all participants of your group. I understand that any violation of these guidelines will result in loss of security/damage deposit.

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_

**RENTAL AGREEMENT**

**AGREEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Satellite Beach (hereinafter "City") and \_\_\_\_\_.

**WHEREAS**, the city is willing to allow the user to utilize City parks and facilities subject to certain restrictions and guidelines and

**WHEREAS**, it is in the best interest of both parties in the Agreement that there be no misunderstanding regarding the guidelines for reservation and use of City parks and facilities thereon, the following guidelines and restrictions shall apply:

For the purposes of this Agreement the park and facilities include the following: parking areas, facilities and adjacent grounds.

Priority will be given to official municipal functions and other authorized governmental functions. Any other organizational use may be pre-empted in the event the City parks or facilities are needed for a municipal function.

If the user distributes or sells food at their function, the organization agrees to comply with all regulations regarding temporary food service as set forth by the Brevard County Health Department.

The user shall not deface or damage the reserved parks and facilities. If during the reserved time, the park or facility is damaged, the user will pay the city such sums deemed necessary to repair the premise.

The user's authorized agent shall sign a separate affidavit, which holds harmless the City of Satellite Beach and its official officers, the Brevard County Board of County Commissioners and its official officers from liability or responsibility for damages, injuries or deaths associated with the use of the city facilities.

Prior to executing this Agreement, the undersigned agent acknowledges having received and read the operating guidelines for the City parks and facilities and agrees to be bound thereby.

The user's representative who signs this Agreement acknowledges receiving a copy of the rental agreement guidelines and acknowledges that he has authority to execute this Agreement on behalf of the user's organization.

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF BREVARD**

**BEFORE ME**, the undersigned author, personally appeared and acknowledged reading the following Affidavit.

1. That she/he is the individual from the reserving group designated and authorized by said organization to execute this Affidavit.
2. That by executing this Affidavit, the authorized individual agrees to indemnify and hold harmless the City of Satellite Beach and Brevard County Board of County Commissioners and its elected and appointed officials, agents and employers, their sureties, insurers, successors, assigns and legal representatives from any and all liabilities, claims, causes of action, demands and damages for injury, death or damages of any kind or nature whatsoever to any person incurred, caused or associated with the use and/or occupancy of the applicable facilities by the use, including attorney's fees, unless such injury, death or damages were the direct result of a negligent act or omission on the part of the City.
3. That she/he acknowledges that the execution of this Affidavit is in consideration of and a material inducement to the City allowing the user to utilize and /or occupy the City facilities.

**STATE OF FLORIDA**

**COUNTY OF BREVARD**

The foregoing Affidavit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

Affiant's Signature \_\_\_\_\_

Please print Affiant's Name, Address & Phone \_\_\_\_\_

\_\_\_\_\_

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

Stamp