

Town of Grant-Valkaria

**FACILITY USE PERMIT**

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Business \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_

Organization Name: \_\_\_\_\_

Intended Use: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Date(s) Requested: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Hours Requested: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM # of Attendees: \_\_\_\_\_

Special Requests: \_\_\_\_\_

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**CHARGES:**

Rental fee:	<input type="checkbox"/> Large Pavilion	\$ 60.00
	<input type="checkbox"/> Medium Pavilion	\$ 40.00
	<input type="checkbox"/> Small Pavilion	\$ 20.00
Security Deposit:		\$ 100.00
Tax:		\$ _____
Total:		\$ _____

Receipt # \_\_\_\_\_

Deposit returned to: \_\_\_\_\_ Date: \_\_\_\_\_

Check # \_\_\_\_\_

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**Approved**    **Disapproved**

By: \_\_\_\_\_  
Town Administrator

Town of Grant-Valkaria

**PAVILION RENTAL/PATRON RULES**

1) PAYMENT METHOD.

- a) Payments shall be made by cash or check payable to “The Town of Grant-Valkaria”.
- b) A \$100.00 security deposit is required for all rentals.
- c) Security deposits are payable by check 3 weeks in advance of rental date or payable by Cash/Money Order/Cashier Check anytime.
- d) ~~Personal checks will only be accepted 3 weeks prior to the reservation date.~~

2) CANCELLATIONS/REFUNDS.

- a) A \$5.00 administrative fee will be withheld on all refunds.
- b) No refunds will be granted if not requested 5 days prior to the reservation date; however, a \$5.00 administrative fee will be assessed when the reservation is refunded.
- c) If the facility is not returned to its original condition at the end of the event, the security deposit will be applied to the actual cost of any necessary custodial services and the user shall be responsible for any cost above the amount of the supplied deposit.
- d) Refunds will not be granted due to weather conditions unless they want to appeal staff decision to the Town Council.
- e) A full refund of your rent and deposit will be mailed to you within 3 weeks following notice of cancellation.
- f) Refund requests will not be accepted if left on voice mail.
- g) Town Administrator shall check to see if the facility is clean after being rented verifying if security deposit is to be refunded.

3) UNAUTHORIZED ITEMS ON GRASS.

- a) Vehicles must stay on the vehicle path and park adjacent to the path or in the parking lot.
- b) No vehicle of any kind is allowed under the pavilion.

4) ALCOHOLIC BEVERAGES.

- a) No alcoholic beverages allowed in park.

5) MUSIC.

- a) Loud noise is prohibited and defined in Town code.
- b) Amplified music is allowed at selected facilities, for private, closed functions BY PERMIT ONLY.
- c) Music must be maintained at a sound level as to not interfere with park patrons and surrounding neighbors.
- d) Complaints may result in removal from the facility, pavilion or park.
- e) ~~If a special event permit is required, you may apply for permit for amplified music.~~

6) DECORATING.

- a) Do not use staples, nail or tacks on tables or pavilions.
- b) Please use strings, plastic clips, tape or fishing line.
- c) Town Administrator must approve all signs and banners “prior” to rental.

7) CLEAN -UP.

- a) Clean up must be completed by the rental closing time which is stated on the permit.
- b) All trash must be placed inside dumpster, or otherwise bagged, tied, and placed beside dumpster if dumpster is full.
- c) Applicant shall leave the facility and the area adjacent thereto clean, orderly and free and clear of any obstruction, rubbish or litter.

8) GRILLS.

Town of Grant-Valkaria, FL  
Resolution No. 18-2013 Attachment

## Town of Grant-Valkaria

- a) The renter must provide the charcoal for the grill and dispose of it properly. The proper way to dispose of charcoal from the grill is to place it in a non-combustible container and douse it with water.
  - b) Portable grills are allowed to be brought on site as long as they are not under the pavilions.
  - c) No wood or ground fires are allowed.
  - d) If a large commercial grill is onsite for your event, an ~~special parking area has been~~ shall be designated. ~~Renter needs to coordinate with~~ by the Town Administrator for a its location.
- 9) PLAYGROUND.
- a) The playground is to be shared amongst all visitors.
  - b) Adult supervision is required for all children.
  - c) No pets, except service animals are permitted in playground area.
- 10) GENERAL.
- a) All pavilions are first come, first serve basis unless guaranteed with a reservation.
  - b) Renter is responsible for obtaining all applicable permits, licenses, and insurance, and shall comply with all applicable laws and regulations.
  - c) If the rental attendance exceeds 200 people (per event) a special event permit will be required.
  - d) If tents are used, they are to be taken down the same day of the event unless otherwise noted on the permit. No stakes are to be imbedded in asphalt and all tent locations must be approved the Town Administrator prior to the securing of the tent on Town property.
  - e) Applicant shall make no physical alteration of any building, structure, facility, park structures, amenities or landscaping thereof without the prior written approval of the Town Administrator. No alterations to existing wiring or extensive use of extension cords shall be permitted.
  - f) Applicant shall make no use of facility or conduct activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational area or facility, nor will the applicant allow the use of the facility for any purpose other than that set forth in the application attached hereto.
  - g) Applicant agrees that he/she shall be totally responsible for the safety of all participants and/or spectators and third parties of every type and description associated with or involved in stated activity and agrees that he/she will indemnify and hold harmless the Town of Grant-Valkaria from any and all liability, claim, demand or suit, whether justified or not, made against the Town of Grant-Valkaria, including attorney fees and costs for the defense of any such claim whether suit by actually brought or not, in any way arising from, or out of, the above described activity to be conducted by the applicant.
  - h) Applicant is informed that he/she is renting the pavilion and not the park unless approved by Town Council.
  - i) Use of electric would be included in the rental fee.
  - j) Facility Use Permits are not transferrable.

Town of Grant-Valkaria

**RENTAL AGREEMENT**

**AGREEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Town of Grant-Valkaria (hereinafter “Town”) and \_\_\_\_\_.

**WHEREAS**, the town is willing to allow the user to utilize Town 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 Town 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 Town parks or facilities are needed for a municipal function.

If the user distributes or sells food to the public 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 Town such sums deemed necessary to repair the premise.

The user’s authorized agent shall sign a separate affidavit, which holds harmless the Town of Grant-Valkaria and its official officers, from liability or responsibility for damages, injuries or deaths associated with the use of the Town facilities.

Prior to executing this Agreement, the undersigned agent acknowledges having received and read the operating guidelines for the Town 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 \_\_\_\_\_

*Town of Grant-Valkaria*

**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 Town of Grant-Valkaria 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 Town.
3. That she/he acknowledges that the execution of this Affidavit is in consideration of and a material inducement to the Town allowing the user to utilize and /or occupy the Town 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