COMMUNITY CENTER RENTAL POLICIES

The following rules and regulations have been put in place to ensure the safety and enjoyment of all participants, as well as to maintain the condition of the facility for future generations.

RULES AND REGULATIONS:

- Palm Beach Shores’ property owners may rent the community center; verification of property ownership must be submitted with a Resident Reservation Application. A Resident may assign all rental privileges to a lessee of their property with a one year lease, a notarized PBS Assignment of Privileges Authorization form, and proof that the lessee resides in Town.

- Town staff shall have the right to enter the Community Center facility as set forth more fully in the Rental Agreement.

- The Renter must agree to indemnify and hold the Town harmless from any loss or damage associated with the renter's use of the Community Center as set forth more fully in the Rental Agreement.

- State and local laws apply with regards to alcohol consumption; sale of alcohol must be permitted and sold by a licenses vendor. Vendors must have proper documentation on premises available for review upon request. Alcohol is permitted on the premises ONLY if indicated on the Rental Application. The Renter assumes all liability for the serving and consumption of alcohol as set forth more fully in the Rental Agreement.

- The community center is a non-smoking and drug free facility. Use of drugs and tobacco products of any kind is NOT permitted anywhere inside of, or on the patio of the community center.

- The Town may require a certificate of insurance coverage as set forth more fully in the Rental Agreement.

- Outside caterers and vendors (i.e. bands, DJs, etc.) must depart at the conclusion of the Renter’s event. Charges will be assessed for unauthorized extensions of time.

- The Renter may use only the areas and/or equipment specifically designated on the Rental Application and Rental Agreement.

- The Renter is responsible for ensuring that guests do not enter landscaped areas or damage Town property. Forfeiture of deposit and/or assessment of additional fees may be imposed for any of these violations.

- The Renter shall immediately report any personal injury requiring medical attention to the Police Department. A written accident report describing the circumstances will be completed within 24 hours of the event.

- The Town does not provide linens, tableware, silverware, place settings, center pieces, decorations or equipment other than what is listed in the Reservation Application Form.

- The Town shall furnish light, heat, air-conditioning, general room set-up and janitorial services incidental to ordinary building usage. The Renter shall be responsible for all decorating and other
special preparations necessary for the event (as approved). It is the responsibility of the Renter to inform the Town of all equipment, caterers, or other special needs or uses prior to the event (i.e. deliveries, room set-up, etc). Such requests must be made thirty (30) days prior to the event in order to allow time for consideration and approval. Storage facilities are not available for the Renter’s use.

- Music is permitted at the facility. The Renter is responsible for keeping the music volume at a reasonable level and if necessary adjusting the volume. Exterior amplified music requires written approval from the Town and is not permitted between 10:00 pm and 10:00 am.

- Absolutely no weapons are to be brought onto the property.

- Groups composed of minors aged seventeen and younger will require adult supervision at a ratio of one adult to ten youths at all times. Minors must be supervised by an adult at all times.

- Gambling at the facility is prohibited except as permitted by Florida State Law.

- Animals (except service animals) are not permitted on the property unless part of an authorized program.

- The sale of goods, services, food or beverage, or the charging of an admission fee is not permitted unless approved prior to the event. Civic and Town-sponsored events are excluded from this restriction.

- Any group or person violating the established Palm Beach Shores Community Center Rules and Regulations, or creating a nuisance, may be requested to leave the facility. The misuse of the facility will be sufficient reason for terminating the Rental Agreement with no refund.

- Courtesy and safety are mandatory. Equipment abuse, profanity and fighting are unacceptable behavior and will result in expulsion from the facility.

- Renter shall not admit to the event a larger number of persons than the seating capacity approved by the Town.

- If Renter is claiming not-for-profit status for purposes of established rental fees, Renter shall provide proof that Renter is recognized by the United States Internal Revenue Service as a Section 501(c)(3) charitable organization. Any Renter claiming exemption from state sales tax must provide a copy of its Florida Sales Tax Exemptions Form.

**PARKING:**

- Parking is permitted in designated parking spaces only. **THERE IS TO BE NO PARKING AT THE FRONT ENTRANCE OF THE BUILDING AND VEHICLES ARE NEVER PERMITTED ON THE ENTRYWAY PAVERS.**

- **UNDER NO CIRCUMSTANCES CAN THE DESIGNATED FIRE LANE BE BLOCKED.**

- Loading and unloading must be done in designated loading area only and vehicles must be moved prior to the start of the event.

- The Renter shall have use of the established parking area, in designated parking spaces only.
Dependent on the number of attendees, time and nature of the event, an off-duty police officer may be required and/or valet or off-site parking may be required as deemed necessary. Additional parking may be available at Town Hall under special circumstances with prior written approval from the Town.

KITCHEN RULES:

- The kitchen and its contents must be left in the same condition in which they were found; the floor swept, the counter tops, sink and all equipment wiped down, and the dishwasher cleaned per posted instructions.

- All food items must be removed at the end of the event. No food items may be stored for pick up at a later date. Any leftover food items will be discarded and damage/deposit fees will be assessed.

- Trash must be removed and placed in the dumpster located on the west side of the building and other posted kitchen rules must be followed.

- The Town assumes no responsibility for the preparation and service of any food items. If utilizing a professional caterer, all members using the kitchen facility and handling food items should follow procedures as required by the Department of Health and Environmental Services.

- Town employees have the authority and will enforce all rules and regulations governing the use of the kitchen and its equipment.

- It is the responsibility of the Renter to provide food preparation, serving dishes, paper products, utensils, and all other items.

SET-UP DECORATIONS:

- The Renter is required to provide a detailed layout of the room set up fourteen (14) working days prior to the event. Decorations must be free standing or tabletop. Tape, nails, screws, tacks, staples, or other surface adhesives or objects that may damage the walls or other Town property are not permitted, and the Renter will be charged for any repairs. Confetti, rice, glitter, etc. are not permitted.

- No outside rental equipment (i.e. chairs, tables, etc.) is allowed without prior approval from the Town.

- No open flame devices or pyrotechnic devices (including fog machines or other special effect devices) are permitted to be used in the community center except as follows: Candles may be used in the community center only with prior approval, and in accordance with the regulations set forth at Sec. 12.7.2 of the NFPA 101 Life Safety Code.

- All exits must be kept clear and unobstructed.

PUBLIC BEACH USE:

- Beach parking is permitted only during scheduled event times and only in designated parking spaces.

- Amplified music on the beach requires prior written approval from the Town. Amplified music is not permitted on the beach from 8:00 pm to 10:00 am.

- Tents, trellises or any other apparatus on the beach require a permit from the Town.
- Open flames, fireworks and sparklers are not permitted on the beach.
- Public access to the beach cannot be closed off at any time.
- Only biodegradable materials are permitted on the beach: no rice, confetti or artificial flowers.

**CANCELLATIONS:**

- The Town reserves the right to cancel the Rental Agreement in the event the facility, or any part thereof, shall be destroyed or damaged by fire or weather or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of the Agreement by the TOWN impossible; as well as in the event of a hurricane watch or warning posted within seven (7) days of the reservation date, or when other acts of God, catastrophes or unforeseen circumstances beyond the Town's control are present. In the event that the Town exercises its cancellation right hereunder, it shall return in full any payments received from the Renter, but shall not be responsible for any cost incurred by the Renter in connection with the cancelled event.

- Rentals can be cancelled without penalty up to 90 days prior to the event reservation; cancellations after that time forfeit a portion of their deposit equal to the rental fee.

**DAMAGE AND DEPOSITS:**

- A refundable security deposit is required for all reservations. Renters are required to pay for the security deposit with a check, money order or cash when the Rental Agreement is approved. Vendor deposits are made upon contracting with the Town and are refundable as noted in the Vendor Agreement. The deposit will be refunded in full unless there are damages, policy violations, or misconduct. In the event that damage to the facility or its equipment should exceed the deposit, the deposit will be retained and the Town will assess additional charges as necessary. Damage fees are based on replacement or repair costs as determined by the Town.

- Damage fees are assessed in the following situations or as deemed necessary by the Town:
  1. Carpet or furniture stains requiring more than standard extraction techniques
  2. Stains on walls
  3. Broken or missing furniture and/or equipment
  4. Defacement of any part of the interior or exterior of the building
  5. Damage created by improper use of equipment or non-compliance of facility rules
  6. Clean-up (as outlined in the “CLEAN-UP” section of this document) is incomplete
  7. Police called for emergency/disturbance
  8. Unauthorized use of areas not included in Rental Agreement
  9. Unauthorized extension of hours; may include overtime fees as well as additional rental fees
  10. Exceeding the number of people listed on your permit. A final guest count must be provided to the Town at least two weeks prior to your event.
  11. Equipment and/or items of any type left in the facility without prior approval
  12. Any other circumstances which reasonably justify a damage fee

- A check for the refund of the remaining security deposit will be issued by the Town within 3-4 weeks after the event.

- A pre-function and post-function walkthrough will be performed by Town staff to visually inspect the building and a facility inspection form will be completed. If deductions are necessary, the Renter will receive a copy of the inspection report and notified what course of action will be taken.
DISQUALIFYING FACTORS FOR FACILITY RENTALS (this list is non-exclusive):

- Use is considered contrary to the Town’s best interest
- Misrepresentation of information in the Rental Agreement
- Suspension of privileges due to the abuse of the property and/or Town policies and procedures
- Renter has a history of hostile or violent behavior
- Renter’s past conduct has resulted in Police or Fire Department response

SECURITY POLICY:

- Security must be provided at the Renter’s expense if it is deemed necessary by the Town Manager. Security may be required for, among other things, the nature or size of the event.

- A Palm Beach Shores off-duty police officer may be scheduled through the Town with applicable fees.

CLEAN-UP:

- Clean-up must be completed within the time approved on the Rental Application. The Renter is responsible for making sure that the rented room(s) and any other areas affected by the rental (restrooms, kitchen, outside grounds of the facility, etc) are clear of debris, food and beverage spills, personal belongings, rental equipment and decorations no later than the end of the time approved on the Rental Application.

- Garbage must be collected and placed in the dumpster located outside the facility.

IMPORTANT NOTICE: Please remember this facility belongs to the Town and should be respected. Everyone attending events that take place in the facility should enjoy the atmosphere and respect the furnishings and amenities. The Town reserves the right to reject a rental party for any reason, and any circumstances, whatsoever.