



**City of Cape Coral ~ Four Freedoms Park
4818 Tarpon Ct., Cape Coral, Fl. 33914
Phone: (239)574-0804 *Fax: (239)242-5359**

Half Day Rental Up to 8 Hours **Full Day Rental** Up to 14 Hours

| | | |
|--------------------------------|--|-----------------------------|
| Date of Event: | Time of Event: | Expected Attendance: |
| Name of Renter: | DOB: | Phone: |
| Organization: | Nonprofit **501(c)(3) required** : <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Address: | Today's Date: | |
| City/State/Zip | | |
| Nature of Function: | Email: | |
| Name of Entertainer(s): | | |

False or misleading information in this contract may result in the immediate termination of rental without a deposit refund or refund of insurance payment if insurance is unable to be cancelled.

| Ballroom | | Deposit | Additional Options | |
|-----------------|-----------------|-----------------|---------------------------|--------------------------|
| | Half Day | Full Day | | |
| 1-130 people | \$480 | \$840 | \$100 | Early access before 10am |

Gather Guard Certificate of Liability Insurance Required
www.intactspecialty.com/entertainment

Insurance price various upon size of party

Available Tables:
16 round tables 5' ROUND
12 rectangle tables 8'X3'
Up to 100 chairs available

There will be a 50% increase in rental fees on City/Public Holidays and New Years Eve. No rentals on Thanksgiving or Christmas.
6.5% Sales Tax Will be Added to Rental Fees and Insurance.

- ◆ Damage deposit **\$100** must be paid at the time of booking. The booking is confirmed if payment is received and the request form properly filled out and signed by Four Freedom Park personnel.
- ◆ Your rental includes the use of the bathrooms, tables, and chairs.
- ◆ Balance must be paid **14** days in advance of use date. Failure to pay on time will result in the cancellation of your booking and forfeiture of the damage deposit.
- ◆ If booking is made within **14** days of the rental date, payment in **full** is due at the time of booking. Only cash or credit card payments will be accepted. **No checks.**
- ◆ Damage deposits will be refunded in the same manner in which they were paid. Credit/debit card refunds will be issued within 2-3 business days back to the card originally used. Deposits paid by cash will be refunded within 2-3 weeks by check.
- ◆ Rentals must be cleaned up and out by the scheduled ending time on your contract. Customers will forfeit the \$100 damage deposit if they do not clean up or adhere to the scheduled hours agreed upon in the contract. _____ INT
- ◆ It is your responsibility to advise the caterer, florist, party planners, DJ, etc. of the scheduled hours of your event. **No one will be allowed in the building prior to the time on your contract.** Deliveries and pick ups must be arranged within scheduled rental times.
- ◆ This is a public building, and any items stored are left at your own risk. All items brought in must be removed at the end of the rental.
- ◆ No cash bars. No alcoholic beverages may be consumed by anyone under the age of 21. **Alcohol is not permitted outside the building or in the park. Strictly enforced! If this occurs, police will be notified and the rental terminate.**
- ◆ We are located in a residential area with noise ordinances. Music must be kept at a reasonable volume, not to exceed 100 decibels. **No music after 11 pm.**
- ◆ Anyone under the age of 18 must be supervised at all times. No child should be allowed to leave the building without adult supervision.
- ◆ Changes to the contracted time or number of attendees require 2 weeks notice.
- ◆ The use of confetti and glitter is strictly prohibited. **A \$50 fee will automatically be deducted from your deposit if either are used.** _____ INT
- ◆ Food and drinks should remain within the mainroom.
- ◆ Candles or any type of open flame are prohibited. No fog machines. Bubbles cannot be used indoors.
- ◆ A clean up check list is attached. It is your responsibility to make sure the clean up is completed thoroughly. You will lose all, or part, of your deposit if the building is not left clean and in good condition. _____ INT

CANCELLATION POLICY

If the event is cancelled or the date is changed, the entire damage deposit will be forfeited.

A full refund of the damage deposit will be given if the rental begins and ends on time, the clean up regulations and all other regulations are followed, and there is no damage to the property. _____ INT

1.) User agrees to supervise the use of the facility to ensure that there is neither abuse to the facility nor any violation of the laws of the State of Florida or the laws and regulations of the City of Cape Coral and its Parks and Recreation Department.

2.) User agrees to report any personal injury during the event to the City of Cape Coral Parks and Recreation Department Director and to provide a written report within twenty-four (24) hours, describing the circumstances of the injury.

3.) User agrees to report any damage to the facility and to accept responsibility for the cost of repair or replacement. The Parks and Recreation Department will inspect the facility both before and after use and will apply damage deposit to any repairs or replacements caused by use. Damage deposit may also be applied to additional persons, over amount set up for, that change total charges for use.

4.) ***The City of Cape Coral requires liability insurance for all rentals. If you would like to submit a certificate form your company's insurance the following must occur:***

1. The certificate must be an original (no copies or faxes will be accepted) and received directly from the insurance company in the amount of One Million Dollars.

2. In the Description box, the certificate must state "The City of Cape Coral as additional insured". The address for the City of Cape Coral should be listed as 1015 Cultural Park Blvd., Cape Coral, FL 33990.

3. The certificate must be received one week (five business days) prior to the event. If the binder is not received one week prior to the event, The City's insurance form will be submitted to the Risk Management Division and the usual fees will be charged.

5) In any litigation relating to the enforcement of any provision of this agreement, and in any equitable or legal action resulting from a breach of this agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees, both in trial court and on appeal.

In consideration for use of the Four Freedoms Park facilities, located at 4818 Tarpon Ct. _____ shall be liable and agrees to be liable for, and shall indemnify, defend and hold the City harmless from and against any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services and attorney's fees, arising out of the User's use and occupancy of the premises, the occurrence of User's event and the conduct of User and User's guests and invitees.

NOTE: Florida has very broad public record laws. Documents pertaining to city business are considered to be public records and will be made available to the public or media, upon request. Therefore, your contract information may be subject to public disclosure.

I understand and agree to adhere to all of the above stipulations and regulations.

I understand that false or misleading information in this contract may result in the immediate termination of my rental without a deposit refund or refund for insurance payment if insurance is unable to be cancelled. _____INT

Signature of User/Representative

Booked by: (Four Freedoms Staff)

Date

Date

Total Fees _____ Deposit Pd _____ Bal Due _____