



## **Lease Fees for the Niceville Community Center - Revised 2008 March 25**

**Reception Hall** - no refreshments other than coffee and water – \$200.00 for the first two hours, \$30.00 each additional hour.

**Reception Hall** – With food (up to 250 people) - \$250.00 for the first two hours; (more than 250 people \$300.00 for the first two hours.); \$30.00 each additional hour. No refunds if expected attendance is not met; additional attendance fees will be charged after the function or withheld from the damage deposit.

Flat rate: wedding receptions only - \$675.00 (First day from 12:00 noon until 6:00 p.m., second day from 8:00 a.m. – 10 p.m. An additional fee of \$100.00 will be added if the wedding is held in the building also.)

**\*An additional charge of \$75 will be applied if a licensed caterer is not used, or if the caterer is using the kitchen for food preparation;**

**\*Prices subject to change without notice;**

**\*An additional fee of \$40 will be charged if you need to be in the building earlier than the 8am opening time, or if the building is not empty by 10pm. Additional fees will be added the longer someone remains in the building past the 10pm closing time.**

**\*An additional fee may be charged if a re-set is requested during the time reserved for an event. Fees are assessed on a case-by-case basis.**

**Homeowner's Associations:** meetings of Homeowner's Associations from neighborhoods located **within the city limits of Niceville** will not be subject to a fee, except for use of the sound system.

**Schools:** schools located within the city limits of Niceville can use the facility for a rate of \$175.00 for up to an eight-hour time slot and \$25.00 per hour for each additional hour after the eight hours (a 10 hour day = \$225.00); schools located outside the city limits of Niceville will be charged \$250.00 for up to an eight-hour time slot and \$25.00 per hour for each additional hour after the eight hours (a 10 hour day = \$300.00)

**Sound System – with microphones, speakers, cd and tape player available:**  
\$50.00 per function. **T.V. & VCR available upon request:** \$25 per function.

A \$100.00 damage deposit is required for the use of the building. This should be paid in cash or with a separate check from the other fees when the lease is signed. The deposit will be refunded if the building is left clean, secure and damage free.

\*The City of Niceville reserves the right to adjust the amount of the damage deposits needed.

\*All checks should be made payable to the City of Niceville.

\*Sales tax will be applied to all charges except tax-exempt groups. (Tax-exempt certificate required)

\*A \$25.00 fee is charged on each returned check.

\*Any paperwork should be sent to: Niceville Community Center  
204 N. Partin Drive  
Niceville, FL 32578

\*The building is available between 8:00 a.m. and 10:00 p.m., and is closed on all City recognized holidays.

\*An additional fee will be added to lease fees for all non-residents. A Niceville resident MAY NOT rent the Community Center for a non-resident. If this situation exists, a 20% non-resident fee will be applied, if application is approved by City Manager.

**NICEVILLE COMMUNITY CENTER  
APPLICATION FOR USE**

Date of Application: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Date: \_\_\_\_\_ Building open \_\_\_\_:\_\_\_\_ a.m./p.m. Close \_\_\_\_:\_\_\_\_ a.m./p.m.

Date: \_\_\_\_\_ Building open \_\_\_\_:\_\_\_\_ a.m./p.m. Close \_\_\_\_:\_\_\_\_ a.m./p.m.

**\*\*Note: Total Scheduled time to include set-up and take down**

Contact Person: \_\_\_\_\_ Organization: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Niceville Resident? \_\_\_\_\_

Event: \_\_\_\_\_ Type of decorations: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_ Tax Exempt? \_\_\_\_\_ If so, #: \_\_\_\_\_

*\*\*Please attach a copy of your tax-exempt certificate*

**Space requested: (Check all that apply)**

\_\_\_\_\_ Classroom (additional charge) \_\_\_\_\_ Reception Hall \_\_\_\_\_ Kitchen (additional charge)

Food brought in? \_\_\_\_\_ Licensed caterer? \_\_\_\_\_ Name of caterer: \_\_\_\_\_

Type of food? \_\_\_\_\_ Caterer contact number: \_\_\_\_\_

*Building charge: \$ \_\_\_\_\_ (staff use only)*

**Equipment needed: (\$ signifies an additional fee)**

\_\_\_\_\_ 6' Round Tables \_\_\_\_\_ Chafing Dishes \_\_\_\_\_ Sound System (\$) \_\_\_\_\_ VCR(\$)

\_\_\_\_\_ 8' x 3' Rectangle Tables \_\_\_\_\_ Acrylic Pitchers \_\_\_\_\_ Projector (\$) \_\_\_\_\_ Connectivity fee

\_\_\_\_\_ Rose Chairs \_\_\_\_\_ Round Mirror Tiles \_\_\_\_\_ TV (\$) \_\_\_\_\_ A/V deposit

\_\_\_\_\_ Blue Chairs \_\_\_\_\_ Coffee Pots \_\_\_\_\_ DVD Player (\$) \_\_\_\_\_ Paper tablecovers(\$)

*Equipment charge: \$ \_\_\_\_\_ (staff use only)*

**Cloth tablecloths & skirting are not available through the City of Niceville.**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Community Center Director Signature

*Staff Use Only:*

Use charges: \$ \_\_\_\_\_

Taxes: \$ \_\_\_\_\_

**Total Charge: \$ \_\_\_\_\_**

Down payment paid: \$ \_\_\_\_\_ Date paid: \_\_\_\_\_ Check #: \_\_\_\_\_

Balance due: \$ \_\_\_\_\_ Date paid: \_\_\_\_\_ Check #: \_\_\_\_\_

Damage Deposit \$ \_\_\_\_\_ Date paid: \_\_\_\_\_ Check #: \_\_\_\_\_

## COMMUNITY CENTER REGULATIONS

The City of Niceville's Community Center meeting rooms, large hall, parking lots, and other outdoor areas are for City and community use. When not required for use by the City of Niceville, these areas may be made **available for use by the public (A Niceville resident MAY NOT rent the Community Center for a non-resident. If this situation exists, a non-resident fee will be applied, if application is approved by City Manager)**, and certain local groups and organizations, subject to the following regulations:

1. Use of the Community Center and outdoor space is by reservation only. Reservations must be made during the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, by contacting the Community Center Manager, Eddie Bartlett, at 850-642-5356. A reservation can be made for up to twelve months in advance. Individuals or groups wishing to use the Community center must fill out the required paperwork with the Community Center Manager before the date is secured on the calendar. Evidence of insurance coverage may be required in some instances. **The damage deposit and a minimum of one half of the fee is required when the contract is signed. The balance must be paid at least two (2) weeks prior to date of function.**
2. The facilities constructed with taxpayer's money are intended for recreation use only. While recreation is a broad term, it can never include the use of these facilities to produce income for an individual or profit-making organization. Accordingly: No person shall solicit, sell, or offer to sell goods or services in this community Center. As used in this paragraph, "person" means an individual or a profit or a non-profit organization.
3. If a scheduled meeting, class, or event is cancelled, the community Center staff should be notified immediately, so that the room(s) can be made available to other groups. The Community Center staff must receive notice of intent to cancel at least 24 hours prior to event in order to issue a refund. A 10% processing fee will be assessed.
4. City staff is responsible for the placement of chairs, tables, and other furniture for use by the Lessee, under the direction of the Lessee on the application form. The Lessee shall and will indemnify and save harmless the City of Niceville, its officers, agents, and employees against any and all loss, damage, and/or liability that may be suffered, caused by, arising out of, or in anyway connected with the use by the Lessee of the premises, or any part thereof, or the exercise of the rules, or provisions granted herein.
5. The Lessee and anyone in that individuals group may utilize only those areas assigned to them and reserved for them in the Community Center.
6. **At the discretion of the City Manager, security personnel may be required for an event. When required, the City Manger will determine the number of security officers needed. The Lessee will pay the necessary costs for the security service.**
7. City of Niceville personnel, on official business, shall have access to the building at all times.
8. The Lessee shall not damage, or allow to be damaged, the said premises or any fixture, or personal property located herein; in the event of any damage thereto, the Lessee shall promptly restore the premises or property to its original state, or repair, or pay the City of Niceville for such damages. Any missing property, or furnishings such as, but not limited to, lighting equipment, furniture, and sound system, incidental to a rental will be replaced, or paid for by the Lessee to the satisfaction of the City. The person signing the application assumes full responsibility and assures that no damage or loss will occur to the meeting space, furnishings, or equipment.
9. The Lessee shall not drive any nails, tacks, pins, or other objects into the floor, wall, ceiling, doors, windows, woodwork, or any other parts of said premises, nor change in any

manner, nor move any fixtures on said premises. No alteration or change to the premises shall be made.

10. The Lessee will promptly remove all decorations, displays, and equipment used by the Lessee, prior to end of the reserved time slot, on the day the Community Center is used. Arrangements must be made in advance with suppliers for all equipment, furniture, or supplies to be picked up on the day of the event. Rental companies will pick up rental items at night for an additional fee, and this will need to be coordinated with the Community Center Manager. A fee will be added for leaving said items in the building after the closing time.
11. Lease times are between 8:00 a.m. and 10:00 p.m. with cleanup done by the end of the reserved time slot. Garbage should be placed in dumpster, and the building should be secured, before the building is vacated.
12. **No alcoholic beverages**, drugs, or other controlled substances are allowed in the Community Center or on the premises.
13. Under Federal Law, smoking is prohibited in the building. Smoking must be done outside and at least 10 feet away from the building.
14. No pets or animals are allowed in the Community Center.
15. The Lessee must abide by all Federal, State, and local laws, regulations, and ordinances.
16. No event, meeting, or entertainment may be held for the purpose of advancing any doctrine or theory subversive to the United States of America.
17. The City Manger may deny use of the Community Center at his discretion. Any event that the City Manager deems contrary to the mission of the Center and the City of Niceville may be denied.
18. City programs have priority.
19. Attendance to any meeting or event must not exceed twenty-two (22) people in the classroom and/or **three hundred (300) people with tables and chairs, or three hundred, fifty (350) with theater style seating only** in the big hall.
20. No gambling or games of chance are allowed in this building or on this property. This includes bingo.
21. Violation of any of the established policies or rules will result in the loss of all present and, possibly, future privileges.

The applicant has read the Community Center Regulation, understands, and agrees to abide by the above regulations.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF OKALOOSA,

**LEASE OF THE CITY OF NICEVILLE COMMUNITY CENTER**

This lease agreement entered into this date between the **CITY OF NICEVILLE, FLORIDA**, a municipal corporation, **LESSOR**, and the **LESSEE** signing this lease agreement, for valuable consideration mutually agree as follows:

**I. PROPERTY AND TERMS**

This lease pertains to the Niceville Community Center and is for the term and rental sum contained in the Reservation, Application and Community Center Regulations attached hereto and incorporated herein.

**II. HOLD HARMLESS AGREEMENT**

The **LESSEE** shall use reasonable care and make reasonable diligent efforts to avoid any harm, injury or loss of property to any person using these premises during the term of this lease and agrees to indemnify and hold harmless the **LESSOR** from any and all liability, sums and costs, including attorney fees and all other fees incidental to defend any loss or damage the **LESSOR** may suffer as a result of claims, demands, costs or judgments resulting from the **LESSEE'S** use of the premises.

**III. ASSIGNMENT AND SUBLETTING**

**LESSEE** shall not assign, transfer or sublet its rights, title or interest in this lease and the lease property without **LESSOR'S** prior written approval.

**IV. ALCOHOLIC BEVERAGES PROHIBITED**

**LESSEE** shall not allow or permit the sale or use of alcoholic beverage of any kind on the said premises, including but not limited to beer, wine, or liquors.

**V. CAPACITY OF LIMITATONS**

The **LESSEE** shall not exceed the capacity of 380 persons on the lease premises at any one time.

**VI. COSTS AND EXPENSES**

The **LESSEE** shall pay upon demand all **LESSOR'S** reasonable expenses and costs incurred in enforcing the **LESSEE'S** obligation under this lease including legal costs, charges and/or expenses, including reasonable attorney's fees incurred by **LESSOR** in any pre-litigation negotiation, litigation and/or appeal in which the **LESSEE** causes the **LESSOR** to become involved or concerned.

**LESSEE:** \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**LESSOR: CITY OF NICEVILLE**

**WITNESSES:**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_