

City of Daytona Beach Shores Community Center

Facilities Use Operations Manual

Updated June 2022



The City of Daytona Beach Shores wishes to allow residents and the general public access of the Shores Community Center in conformance with established procedures and policies to ensure proper usage. Any use must be compatible with the established functions and purpose of the facility. **City of Daytona Beach Shores sponsored events and programs have a priority status over all events at the facility.**

The Shores Community Center’s intent and purpose is to accommodate a broad range of recreational, cultural and social activities for city residents, as well as to City-operated programs. **Use by other groups will be permitted on a limited basis.**

OVERVIEW: The Shores Community Center will be available for city programming seven (7) days a week. City activities will mostly be scheduled during the daytime hours of 8 a.m. – 4:00 p.m. from Monday through Friday. For this reason, availability of rental space will be limited during the Monday-Friday daytime hours. In setting the rental fees, staff has reviewed the various demands for different events on different days of the week. It is assumed that weekends and holidays will be the major rental event days and the fees have been structured accordingly. Multiple same day rentals on weekends will be made at the discretion of the City Manager, or designee.

Specific rooms will be available for rent during the following times:

- Limited Monday-Friday daytime hours
- Evening hours Monday-Friday
- Saturday and Sunday
- Some holidays

Facility users are classified into groups for the purpose of assessing fees and determining scheduling priorities.

The facility user classifications, by group priority, are as follows:

Group I – No fee charged. This classification is for Municipal uses (such as city-organized, conducted and operated programs, meetings and events). Example uses include meetings, workshops, programs, special events, contracted programs, and classes, recognition dinners, and official activities of the City.

Group II – All fees applied. This classification is for private parties, special interest groups and commercial groups (such as private educational organizations, resident private parties, special interest clubs, business organizations, nonprofit organizations, etc.). Example uses include family events, private parties, class reunions, club meetings, instructional programs, business organizational functions, church services, conferences, wedding receptions, private school functions, fairs and events.

Definitions:

Resident – An individual making application for facility use who resides within the boundaries of the City of Daytona Beach Shores.

Non-resident – An individual, making application for facility use who resides outside of the City of Daytona Beach Shores boundaries.

Private Group – Individual or group making application for facility use, which excludes participation by the general public. Any group without official non-profit status.

Commercial Group – Any commercial, business firm, organization or individual making application for facility use, whose primary purpose is a for profit venture. Includes any business operating within the Daytona Beach Shores limits and any business physically located outside of the city limits.

APPLICATION PROCEDURE

A. Application Process

All potential users shall complete a City of Daytona Beach Shores Community Center Facility Use Application and Agreement. Applications for use of the Community Center facilities may be submitted by mail, fax, or in person at the Community Center. Applications will be accepted during regular business hours (Monday-Friday, 8:00 a.m. to 4:30 p.m.), or as otherwise designated. An application submittal does not constitute acceptance or approval of use.

Applications will be accepted for specific dates and times. The time requested must include all set up and clean up time. Applications must be submitted at least forty-five (45) days in advance of the date requested to allow application processing and final fee payment. Advanced scheduling may be accepted up to 18 months prior to the event date for large night and weekend events.

Applications will be approved for specific rooms, depending upon group size, type of activity and availability. No activity shall be scheduled for more than the maximum occupancy room capacity.

Applications will be reviewed, and use will be prioritized. Once dates are approved and booked, the Community Center staff will assess fees. The applicant will be notified of an appointment with Center staff to review and confirm the information on the application. A 50% deposit of the room rental fees will be required at the time of the appointment.

The applicant must sign and date the Facility Use Application and Agreement Contract. By signing the Facility Use Agreement Contract, the Applicant agrees to indemnify and hold harmless the City of Daytona Beach Shores and agrees that all balances due stated on the Terms and Conditions must be paid 30 days prior to use. Should payment not be received within this time frame, the requested space may be released, and applicant will be responsible for any cancellation fees.

Refusal or Cancellation of Use by City

The City has the right to refuse or cancel any application/permit. The City Manager, or designee, will give written notices of refusal and cancellations with an appropriate explanation. Applications for use may be denied, or permits cancelled, for the following reasons including, but not limited to:

1. Unsatisfactory prior use
2. Hazardous and/or unsafe conditions exist (i.e., hurricanes or other natural disasters)
3. Application submitted less than required advanced timeline
4. Nonpayment of fees/deposit before due date
5. Groups that have not given proper cancellation notice
6. Facility or staff not available
7. Insurance or security requirement not met

If the City, due to unforeseen circumstances, makes a cancellation because the facility is unusable or unsafe, a full refund shall be made.

Cancellation of Use by Permittee and Refund Process

A notice of cancellation and request for refund must be received in writing and submitted to the Recreation Director.

A refund of remaining fees, if applicable, based on procedures listed below will be mailed to the applicant.

- a. When written cancellation notice is received at least 30 days before the use date, a full refund of the room rental fees and additional fees will be processed minus a \$20 cancellation fee.
- b. When written cancellation notice is received less than 30 days prior to the use date, there will be no refund of room rental fees.

No refunds are given for:

- No shows
- Changes in equipment orders two weeks prior to use
- Use ends earlier than time defined in Use Permit
- User goes over rental time. Rental fee is doubled per hour.
- Less than required notice
- Cleaning/damage deposit if facility is not left clean or damage to property has occurred
- Unsatisfactory use of facility

Confirmation: A signed copy of a Facility Use Application and Agreement Contract by all responsible parties is confirmation of the approved facility use for the requested date. Any final preparation for the program or event is solely the responsibility of the applicant and should not begin until an approved and signed Facility Use Application and Agreement Contract is executed.

Changes to Use Agreement Contract: Changes, deletions, or additions to Use Agreement or room set-up charts require fourteen (14) days advance notice prior to the use date. Otherwise such requests may not be accommodated.

General Rules and Conditions of Use

The City Manager, or designee, has the authority to implement rules and conditions of use that provide for consistent use of facilities, but are not limited to the rules and conditions.

Groups using the Community Center will observe, obey, and comply with all applicable City, County, State and Federal laws, rules and regulations.

Rental of Rooms at the Shores Community Center

City of Daytona Beach Shores sponsored events have a priority status over all events at the facility. Activities presented for residents are often scheduled in daytime hours Monday – Friday. For that reason, rooms available for rent will be limited during the Monday-Friday daytime hours.

The Center rental options include:

First Floor:

- Activity Room (Weekends Only unless approved by the City Manager or designee)

Second Floor:

- Community Room (can be divided in half)
- The Veterans Park area is not available as a sole rental. It may be used with approved rentals.

Rentals are available on an hourly basis. Minimum rental period is 4 hours unless approved by the City Manager or designee.

	Sq. Ft.	Capacity
Community Room Full	3000	176-200
Community Room Half Room	1500	88-100
Shores Activity Room on First Floor	1086	48-72

Hours Available:

Monday – Thursday	3:00 p.m. - 9:00 p.m.
Friday	1:00 p.m. – 11:00 p.m.
Saturday	8:00 a.m. to 11:00 p.m.
Sunday	12 noon to 8:00 p.m.
Holidays	12 noon to 11:00 p.m. (New Year’s 1:00 a.m.)

The facility may be opened for approved special events on holidays or before and after normal operating hours. These approved hours of operation are subject to staff availability and payment of all associated fees for use.

NOTE: Hours of operation are subject to change by authorization of the City Manager, or designee. If the renter exceeds the scheduled time the hourly rate will be doubled.

B. Closure Dates

Rental facilities are subject to closure by authorization of the City Manager, or designee. The Shores Community Center will be closed on Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Day.

C. Cleaning/Damage Deposit Procedure

A refundable cleaning/damage deposit of \$300 shall be required to reserve facilities for events, in order to ensure proper clean-up and to cover repair/maintenance/replacement costs from breakage, loss, or damage. The deposit will be returned if proper general clean-up is completed and the facility is left in satisfactory condition.

When left in unsatisfactory condition, the applicant shall be liable for the full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. Any deposit amount remaining after satisfactory cleaning and any damage repairs are complete, shall be refunded within six (6) weeks. Staff will determine the appropriate level of payment required based on

the nature of the cleaning, or damage. Staff will conduct a pre-event and post-event site inspection, and staff's decision will be final.

D. Smoking

No smoking or vaping is permitted inside the facility. Smoking or vaping is permitted in a designated area outside the building, adjacent to the parking lot. The safety and health of non-smokers shall be considered in all cases and use of the designated smoking area shall be stressed by all concerned. Safe disposal of all smoking materials in the designated area is mandatory.

E. Food Service

Users may provide their own food and non-alcoholic beverages or utilize a professional caterer. If an event involves 50 or more people, a licensed caterer is required. Rentals with fewer than 50 attendees are exempt from using a licensed caterer. Renter must notify the caterer of the following regulations:

- No food preparation may take place on-site. The kitchen is to be used as a warming kitchen and is intended for catering and reheating only and may not be used for the preparation of food. Kitchen includes: a refrigerator with freezer, serving window, microwave, coffee pot, dishwasher and countertop space.
- All food product and waste must be removed off-site following the termination of the Rental Term.
- Specific room set-up instructions and staging requirements must be provided to the City two (2) weeks prior to the Event.
- A decoration and installation plan must be approved by the City two (2) weeks prior to the Event.
- All beverages served or consumed on the exterior premises must be from non-glass containers.
- All server ware, dishes, utensils and table linens are to be provided by the caterer or renter and must be removed.
- All caterers must provide a copy of a valid caterer license and proof of insurance at least two weeks prior to the Rental Term.

It is the responsibility of the renter to make all arrangements with the food provider of their choice. The relationship will be between the renter and the food provider, not the City of Daytona Beach Shores.

No items can be stored in the kitchen prior to or after the event. The City of Daytona Beach Shores is not responsible for any items left in the building at the conclusion of the rental.

Clean-Up

The City's cleaning staff will make sure the facility is cleaned following your event. No renter will be allowed to teardown tables or chairs following their event. This is to be done by the City staff and is

included in the rental fee. This fee cannot be waived. While the City's cleaning staff does the cleaning, the renter is still responsible for the following:

Cleaning of Rented Rooms

- Remove all decorations and personal items from the facility.
- Place all garbage into the garbage cans.
- All liquids should be poured down the drain and not placed in garbage cans.
- Removal of all personal property, displays and other similar items without damage to the facility
- All balloons must be deflated, and decorations are to be removed

Cleaning of Kitchen

- Empty all garbage containers into the outside dumpster.
- Wipe off all countertops. (Dish cloths are available in the kitchen)
- Completely drain the water from the dishwasher after use and turn the unit off.
- Do not put plastic straws, non-food items, or bones in the sink.
- Empty coffee maker & clean by running a full cycle on each side through without coffee grounds and completely drain.
- Put all items back in their respective areas.
- Do not remove towels from kitchen areas - hang over sink to dry.
- Do not use dish towels for spills and cleaning purposes.
- Do not remove any item that belongs to the City.
- Bring your own containers to take leftovers and cake tops home.

Failure to following these cleaning guidelines may result in a withholding from your damage deposit.

NOTE: All dishes, glassware, silverware, and linens are to be provided by the caterer or applicant.

F. Non-Catered Events for 49 People or Less

The rental party may bring in and serve simple or prepared food items. The following are examples of simple or prepared food items: continental breakfast, boxed lunches, sandwiches, pizza, party trays, etc. Only sterno type heating elements are permitted (i.e., chafing dishes). The renter is responsible for all set-up, serving, and clean-up, all of which must occur during the rental period. Staff must be informed no less than ten 10 days prior to the rental period if you plan to serve any non-catered food.

G. Alcohol Use and Consumption at Center

- An individual shall not transport or consume upon the Community Center property, including the parking lot, any intoxicating liquors with alcohol content, except inside the Community Center building and the Veteran's Garden area. Alcoholic beverages will only be allowed at the Community Center with prior use approved on the Facility Use Agreement Contract. There will be no alcohol use on the Center grounds. (**NOTE:** Only beverages in a plastic cup will be allowed on the porch area and balcony.)
- The sale of alcoholic beverages is NOT allowed.

- For Groups of 50 or more, alcoholic beverages may only be served by a TIPS (Training for Intervention Procedures) trained individual. Proof of TIPS training is required.
 - For Groups of 50 or less, only beer and wine may be self-served.
- Alcohol will not be stored on site except at time of the event. The consumption of alcoholic beverages (any drink containing any % of alcohol) shall be permitted under the following circumstances:
 - The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the State of Florida, County of Volusia and the City of Daytona Beach Shores. Any groups using the Community Center will be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
- Evidence of any required permits, licenses and insurance must be provided to the Recreation Director at least two weeks prior to the scheduled event date. When alcoholic beverages are being served, the City will require alcohol insurance and fees.
- Injuries caused by any person as the result of the consumption of alcoholic beverage on City premises, or as the result of alcohol being available on City premises, shall be the sole responsibility of the event sponsor and its representatives.
- No alcoholic beverages shall be served to any minor person under 21 years of age.
- Failure of the event sponsor to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting the refundable cleaning/damage deposit and all of the room fees which have been paid.
- Alcoholic beverages will be removed from the premises immediately following the event or function.
- Any function where alcoholic beverages are consumed will require an alcohol cleaning/damage deposit.
- Any function where alcoholic beverages are consumed may require contracted professional security services at the group's expense to ensure alcohol consumption is confined to the designated areas and consumed only by individuals 21 years or older. This shall be determined by the City Manager and/or the Department of Public Safety on a case-by-case basis.

H. Damage from Alcohol Beverages: If damage occurs to facility carpets, tiles and furniture as a result of serving alcohol, the cost of repair will be charged against the alcohol damage deposit.

I. Available Equipment

The following is a list of equipment included with your rental at the Daytona Beach Shores Community Center. Please submit your Floor Plan to Staff no less than ten 14 days prior to your event date. Check availability of the following equipment with Center Staff. Please contact an outside vendor for any other

equipment your event requires. This is the proposed list of equipment. Some items may be subject to change. Likewise, some items may be added/deleted.

- Stacking Banquet Chairs for Indoor Use (211)
- 6 ft Rectangular Tables (10)
- 8 ft. Rectangular Tables (20)
- 60-inch Round Tables (27)
- 36-inch Square Tables (6)
- High-top Bistro Tables (12)
- Portable Bars (2)
- Podiums (2)
- Dance Floor

A/V Equipment: The Center has its own WIFI. No audiovisual equipment is available for rent. Applicant is responsible for supplying all A/V equipment. Access will be provided to the sound system via input connections located in various areas of the building.

Renter is responsible for all cords and accessories. The Center does not provide laptops, laptop cords, VGA cords, extension cords, etc.

J. Animals

Animals are not permitted in the Community Center unless they are service animals used in aiding an individual; or when approved by the City Manager for a supervised event/presentation/demonstration under the care of a professional animal handler/trainer.

K. Advertising of Event Facility Use

Event/meeting/program advertising materials used at the Community Center (flyers, posters, banners, etc.) shall be submitted to the Recreation Director for approval; posting and display will be as space permits and deemed appropriate by the Recreation Director. Any items posted or distributed which have not been approved, will be removed and discarded.

L. General Solicitation, Selling, Advertising at Community Center

No individual, or group, shall set up or maintain any exhibit, show, pantomime, act, concert, lecture, oration or similar activity on Community Center property without a permit and approval by the City Manager, or designee.

No individuals, or group, shall solicit donations or vend, offer for sale, or dispose of any goods or merchandise or similar activities on Community Center property unless authorized to do so by the City Manager, or designee.

No individual, or group, shall distribute, circulate, give away or deposit any flyers, circulars, pamphlets, buttons, and advertisements or similar materials on Community Center property unless authorized by the City Manager, or designee.

No individual or group shall install, place, or hold any banner or signage or similar device on Community Center property without approval and designated location by the City Manager or designee.

Notwithstanding the above, any political speech activities, or political advertising shall be subject to City Ordinance rules and regulations.

M. Multiple Use

The City reserves the right to limit the use of City facilities and number of uses by any one group so that the entire community may make use of the limited space available.

Multiple and/or repeat reservations of any given group will be contingent upon their appropriate care of the facility and observance of approved rules and regulations.

Other than as provided, the use of the facility by any organized group or association for operations or activities shall be subject to availability and specific terms and conditions as designated by the City. Due to limited space availability and various community needs, organized groups or association's operations or activities on a long-term basis (more than 3 months) shall be prohibited unless authorized by the City Manager or designee.

Should a resident group require facility space during the same time as a nonresident group, the non-resident group's facility use permit may be cancelled with a 30-day notice by the City Manager, or designee.

N. Minors/Supervision of Children

Groups composed of minors shall be supervised by one adult (25 years of age or older) per each group of 15 juveniles at all times while using the Community Center. The adult who will be responsible for the activity must make the application for use of the facility and be present during the activities. Minors are defined as those under the age of 18, except in the case where alcohol is served, when minors are defined as those under the age of 21. Parent, or designated adult, must supervise children under the age of 12, at all times while visiting the Community Center unless they are under the direct supervision of a class instructor or program leader.

O. Security Service Requirements

- Professional security services may be required at activities or events where alcoholic beverages are served and for other events where deemed necessary by the City Manager or Director of Public Safety. The cost of such service shall be borne by the event applicant and proof of payment must be produced when rental fees are due prior to the event. The number of security personnel to be on-site during rentals is to be determined by the City Manager or Director of Public Safety, or designee.
- Any extra law enforcement personnel needed as a result of this event will be charged to the applicant and full recovery cost will be initiated. The need for additional staffing shall be at the sole discretion of the City Manager and the Department of Public Safety based on calls for service.
- Zero Tolerance Rule: Any use of drugs, weapons, or any fighting, or use of profane language or gambling (except approved Bingo) are prohibited and will not be tolerated. If such occurs, it will result in immediate shut down of activity rental of an applicant/user group.

P. Damage Responsibility

The City is not responsible for damage or theft to any equipment and supplies for facility user groups.

Q. Storage

Due to limited space, there shall be no overnight storage of equipment and supplies for facility user groups.

R. Decorations and Signage

All decorations and signage are the responsibility of facility user groups. Staff reserves the right to request the removal of any decorations that may be considered a fire hazard, or which may damage equipment or the facility. The Recreation Director has final approval of all interior and exterior decorations and signage of facility users. The design and location shall be presented to the Recreation Director as part of the proposed facility rental application.

- Exterior Political Signs: Per City ordinance, political signs are not allowed to be displayed on City owned property or in the right-of-way. Political signs may be displayed during a permitted event inside the Community Center.

- Decorating Guidelines
 1. All decorating is to be done by patron or hired service.
 2. Decorations may consist of balloon bouquets, floral arrangements, freestanding arches or table top displays.
 3. Decorations or signs are not to be tacked, screwed, stapled or nailed to any non-tackable walls, windows, ceilings or fixtures. Only blue painter's tape is allowed for posting or adhering items to non-tackable walls.
 4. Birdseed, confetti, glitter, straw, hay, rice, sand and silly string are prohibited inside or outside the building.
 5. Clean up of decorations, including retrieving loose balloons from banquet room and meeting room ceilings must be done by permittee following the event during allotted rental time stated on permit. Any time that exceed the regularly schedule contract time will be charged to the permittee, including staff overtime charges and hourly room rental fee.
 6. At no time shall fire exits be covered or obstructed.
 7. Balloons must be secured and weighted when utilized in the banquet room.
 8. Open flame is only allowed in a safe container, Placement and type to be approved by the Event Coordinator. No eternity candles or incense is allowed.
 9. Fog and smoke machines are not allowed.

S. Youth Oriented Activities (Age 18 or under)

All user groups with a youth-oriented event (an event held in honor of a youth) must meet the following requirements:

- If alcohol is present, it must be served by a TIPS (Training for Intervention Procedures) trained individual.
- Event must have one (1) adult chaperone at least 25 years of age per 15 youth guests.
- These requirements will be imposed at the discretion of the Director of Public Safety or designee based on the nature of the activity/event.

T. Noise Control

- All user groups are responsible for controlling noise that is disturbing to other activities in the building or the surrounding neighborhood. The City's noise Ordinance (Sec. 16.51) must be followed at all times.
- No DJ, bands, recorded music, amplifiers, or speakers are allowed outside the Community Center.
- Acoustic music is allowed in the Veterans Park area until 8:00 p.m.
- Center staff has the right to require groups to reduce their sound/noise level of music or P.A. systems. Doors are to remain closed when loud music is being played. Groups that do not comply with this request will have activity shut down and may forfeit any future use of facility.

U. City Right to Enter

Designated Community Center staff and City officials shall have the right to enter all portions of the Center at all times and occupancies.

FEES

The fee schedule is as follows:

Community Room Full – 3,000 square feet and capacity of 176 with Banquet setup or 200 with Theater setup:

- Monday through Thursday – hourly rate is \$150
- Friday – hourly rate is \$225
- Saturday – hourly rate is \$250
- Sunday – hourly rate is \$225
- Holiday – hourly rate is \$250

Community Room Half Room – 1,500 square feet and capacity of 96 with Banquet setup or 100 with Theater setup:

- Monday through Thursday – hourly rate is \$100
- Friday – hourly rate is \$175
- Saturday – hourly rate is \$200
- Sunday – hourly rate is \$175
- Holiday – hourly rate is \$200

First Floor Activity Room – 1,086 square feet and capacity of 48 with Banquet setup or 72 with Theater setup:

- Monday through Thursday – hourly rate is \$50
- Friday – hourly rate is \$125
- Saturday – hourly rate is \$150
- Sunday – hourly rate is \$125
- Holiday – hourly rate is \$150

There are no reductions in fees for employees or non-profit organizations.

NOTE: Minimum four (4) hour rental unless approved by the City Manager or Designee.

**Veterans Park available with rental of other rooms.

DEPOSITS:

Damage	\$300	Alcohol Use/Serve	\$200	Kitchen	\$100
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OTHER FEES:

Cleaning Fee \$300

INSURANCE FEE (Rider to City Policy if selected:)

LIABILITY _____

ALCOHOL SERVICE _____

FAQ's

What rooms are available for rent at the Shores Community Center?

Answer:

- Community Room (Can be divided in half). Maximum seating: 176 banquet seating and 200 theater style seating
- Activity Room. Maximum seating: 56 banquet seating and 72 theater style
- The Veterans Park area is not available as a sole rental.

What is the process for reserving a rental space at the Shores Community Center?

Answer: All rentals are first come, first served. Complete the Application for Use and submit to the Center. Determination will be made re availability and an appointment will be arranged to complete the process.

Can I have a DJ or band in The Grand Ballroom at the Shores Center for my reception or event?

Answer: Yes. However, the City of Daytona Beach Shores has a standing noise ordinance. This noise ordinance is complaint driven and the rental party may be asked to turn down, or turn off, any music not meeting the City's requirements. Please inform your chosen DJ/Band of the City's strict noise ordinance which can be provided. No DJ, bands, recorded music, amplifiers or speakers are allowed outside the Community Center. Acoustic music is allowed in the Veteran's Park area until 8:00 p.m.

How may I decorate the Shores Community Center?

Answer: Decorations are permitted as stated in the Facilities Use Operations Manual and must be approved by the Community Center management. Decorations are permitted only in the space you have rented. It is the responsibility of the renter to remove ALL decorations immediately after the event.

The Community Center does not have storage facilities for the decorations prior to, or following, your event. Tape, tacks, nails, staples, etc. are not permitted to attach your decorations. Glitter and other confetti-like decorations are also prohibited.

Can I have candles at The Shores Community Center?

Answer: Open flame is only allowed in a safe container. Placement and type to be approved by the Community Center. No eternity candles or incense is allowed.

Can I choose my own vendors at The Shores Community Center?

Answer: Caterers: You may choose your own caterer. You may choose your own DJ, florist, and other vendors. You must make prior arrangements with staff for deliveries.

Can I serve my own food at my event?

Answer: Yes, for groups of less than 50. If a group of 50 or more, the use of a caterer is mandatory. For non-catered events, the rental party may bring in and serve simple or prepared food items. Examples would be continental breakfast, boxed lunches, party trays, etc. No heating elements (hot plates) are permitted, with the exception of sterno for chafing dishes. Renter is responsible for all set-up, serving and clean-up, all of which must occur during the rental period. Additional \$100 will be charged for kitchen use.

What is the phone number for the Liaison during the event?

Answer: (386) 523-6037

Can I have alcohol at the Shores Community Center?

Answer: Alcohol is permitted inside the Shores Community Center and in the Veterans Park only. Alcoholic beverages may only be served by a TIPS (Training for Intervention Procedures) trained individual. The sale of alcoholic beverages is NOT permitted.

How late can I stay at the Shores Community Center?

Answer: Wedding planners and caterers may have additional pre-arranged time to setup or cleanup prior to or following your event. However, your event must end and all guests and renters (along with their personal belongings and decor) must vacate the premises by the end of your rental period. Rental fees will double per hour if not vacated at end of rental period.

What if we're having a great time and stay later than our rental period?

Answer: The standard hourly rental rate for each area rented will be doubled and charged for any time you are in the building past your rental period (no discounts will apply).

ATTACHMENT

**CITY OF DAYTONA BEACH SHORES
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118**

**APPLICATION FOR USE OF CITY FACILITIES
SHORES COMMUNITY CENTER
3000 Bellemead, Daytona Beach Shores, FL 32118**

Applicant or Organization: _____

Date of Application: _____

Name of Person in Charge: _____

Mailing Address: _____

Phone Number: Cell Number: _____

E-Mail: _____

FACILITIES REQUESTED (CHECK APPROPRIATE BOX)

Community Room

Full _____ Half _____

Veterans Park* _____ *Available only to previously approved events

Activity Room* _____

Requested Date for Rental: _____

Hours From: _____ To: _____

What is the nature or purpose of your meeting/event? _____

Type of Entertainment: _____

Number of People Expected: _____

Will Caterer Be Used?* _____

Will Alcohol Be Served? _____

PAYMENT OF FEES shall be determined by the latest established resolution. Damage/Security Deposit, Alcohol Deposit (if alcohol served) and rental fee will be calculated on the contract commitment. Once availability is determined, the Community Center Liaison will contact you with an appointment time for a conference as soon as possible.

Applicant Signature Date: _____

FOR CITY USE ONLY

Date Available: _____

Room(s) Requested: _____

Application Accepted By: _____

Conference Date with Applicant: _____

Deposit Refund (Date): By: _____

ATTACHMENT

CITY OF DAYTONA BEACH SHORES
COMMUNITY CENTER
3000 Bellemead Avenue
Daytona Beach Shores, FL 32118

HOLD HARMLESS AGREEMENT
(Use of the Daytona Beach Shores Community Center)

(Group/Organization/Person's Name)

Does hereby covenant and agree to defend, indemnify and hold harmless the City of Daytona Beach Shores from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage to the extent permissible by law, arising out of or in connection with actual or proposed uses of the City of Daytona Beach Shores Community Center property, facilities and/or services by:

(Group/Organization/Person's Name)

And/or activities, events, affairs, or proceedings of

(Group/Organization/Person's Name)

Signature of Authorized Representative of Group/Organization)

Date

CITY OF DAYTONA BEACH SHORES
SHORES COMMUNITY CENTER
TERMS AND CONDITIONS

Use of the Shores Community Center on:

Date: _____

Time: _____ From: _____ to _____

is conditioned upon Applicant's compliance with the following terms and conditions:

1. Fee. Applicant shall pay a use fee to the City in accordance with the following rates:

Check appropriate box(es)

a. Ballroom _____ per hour for _____ hours = Total _____

b. Kitchen _____ per hour for _____ hours = Total _____

2. Cleaning/Security Deposit.

(a) Applicant shall post a cleaning and security deposit with the City. The cleaning/security deposit amount shall be in accordance with the following rates:

- Organization serving alcoholic beverages: \$200 per event Total _____
- Cleaning/Damage Deposit: \$300 per event Total _____
- Kitchen Deposit: \$100 per event Total _____

(b) The cleaning/security deposit will be fully refunded after City inspection of the facility and premises, provided that

1. The facility and premises are clean and orderly
2. There was no damage to the facility, furniture or furnishings
3. Applicant and guests, participants attendees and invitees fully complied with the conditions of this Agreement
4. The City Public Safety Department was not required to respond as a result of any incident, complaint, conduct or behavior connected with the event

If the City finds that any of these four conditions was not satisfied, the City shall retain all or a portion of the deposit, depending upon the extent of costs to the City and/or extent and nature of the violation.

3. Payment Deadline. The fee and cleaning/security deposit shall be paid at least 30 days prior to the date of the event. If the fee and deposit are not timely paid, then this Agreement shall be of no force and effect, and the City may allow the facility to be used by another user.

4. Limits on Use. Applicant shall use the facility solely for the event or activity described in this Application. Applicant shall provide access to the facility for inspection by authorized City employees at any time.

5. Capacity Limits. The number of persons using the facility shall not exceed the limit stated in the application or the building occupancy limit.

6. Hours of Use Limits. Any indoor music or entertainment shall cease by 11:00 p.m. All events shall be concluded and the facility vacated at the designated time.

7. No Damage. Applicant and its guest, participants, attendees and invitees shall not damage, deface, destruct or harm the facility, including all interior and exterior walls, floors, ceilings, fixtures, furniture and furnishings. If Applicant or a guest, participant, attendee or invitee damages, defaces, destructs or harms the facility or furnishings, then Applicant shall be liable for the costs of the necessary repairs or replacements, including costs that may be in excess of the cleaning/security deposit. Applicant shall give prompt written notice to City of any damage or destruction to the facility.

8. Nontransferable and Cancellation. The permission granted to use the above-described facility is not transferable or assignable. Either party may cancel this Agreement by giving the other party written notice of cancellation at least 30 days prior to the event. If Applicant does not use the facility but fails to timely cancel the Agreement, then the deposit will be refunded but Applicant shall forfeit refund of the fee. If the Agreement is timely cancelled, then City will refund the fee and deposit.

9. **Indemnification.** Applicant shall indemnify, defend, protect and hold harmless City and its officers, employees, agents and volunteers from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses, including attorneys' fees, arising from or in connection with, or caused by (a) any act, omission or negligence of Applicant or its guests, participants, attendees, invitees, employees, officers, agents, or contractors, or (b) any use of the Community Center facility, or any accident, injury, death or property damage occurring in, on or about facility.

10. **Insurance.** Applicant at its sole cost and expense shall procure and maintain for the event commercial general liability insurance with limits of at least \$1,000,000 per occurrence and in a form acceptable to the City. The policy shall be endorsed to name the City, and its officers, employees, volunteers and agents as additional insureds. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Applicant's insurance. At least three days prior to the commencement of the event, the Applicant shall provide to City a certificate of insurance evidencing this coverage, and an endorsement, signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage. The City requires either host liquor liability. If the renter cannot comply with the City's insurance requirements, the City can offer special events coverage. City may cancel an event or activity if the Applicant fails to provide proof of adequate insurance coverage. In case of such cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.

Liability Insurance Rider on City Policy Yes _____ No _____ Fee: _____

11. **Assumption of Risk.** Applicant agrees to use the facility and furnishings and equipment solely at its own risk and Applicant and all those claiming by, through or under Applicant hereby release City, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, loss of or damage to the equipment, business, or personal property, arising directly or indirectly out of or from or on account of use of the facility. For Groups of 50 or More: _____ For Groups of 50 or Less: _____

12. **Alcoholic Beverages.** When alcohol is to be served, or is present in open containers at any event, Alcohol insurance is required. The Certificate of Insurance must specifically state "Alcohol Included". Alcohol insurance may be provided via your own broker, or from the City of Daytona Beach Shores with a rider/fee on the City's policy. For Groups of 50 or More: _____ For Groups of 50 or Less: _____

Alcohol Liability Insurance Rider on City Policy Yes _____ No _____ Fee: _____

13. **Compliance with Laws.** Applicant and its participants, guests, attendees and invitees shall comply with all applicable federal, state and local laws and regulations, including all permit and license requirements.

14. **Remedies.** If Applicant fails to comply with any of the terms and conditions of this Agreement, then, in addition to any other remedy, the City may refuse to license any City park or facilities to Applicant in the future.

15. Special Conditions (if any).

FEES FOR RENTAL: NOTE: 50% of fees due upon signature/acceptance of this Agreement.
(Minimum 2-hour rental)

Ballroom _____ per hour for _____ hours =	Total _____
Kitchen _____ per hour for _____ hours =	Total _____
Deposits: Alcohol _____ Cleaning/Damage Deposit _____ Kitchen _____	Total _____
Liability Insurance Rider on City Policy Yes _____ No _____	Total _____
Alcohol Liability Insurance Rider on City Policy Yes _____ No _____	Total _____
Sales Tax: 6.5%	Total _____
	TOTAL: _____

50% Deposit _____ Balance _____

Application approved subject to payment of fees, posting of security/cleaning deposit, proof of insurance, and compliance with basic terms and conditions and special conditions (if any).

Reviewed/approved:

By: _____ Date: _____
Recreation Director, City of Daytona Beach Shores

By: _____ Date: _____
Director, Public Safety Department

By: _____ Date: _____
City Manager, City of Daytona Beach Shores

Applicant acceptance:

I/we have read and understand the basic terms and conditions and special conditions described above and rules and regulations contained in the Facility Use Operations Manual, and I/we, on behalf of myself/ourselves and Applicant, agree to abide by and strictly enforce them as a condition of use of the City of Daytona Beach Shores Community Center.

Date: _____

_____ [sign here]
_____ [print name and, if applicable, title]

Address: _____

_____ [sign here]
_____ [print name and, if applicable, title]

Address: _____

ATTACHMENT

Consumption of Alcoholic Beverages at the Daytona Beach Shores Community Center

The following guidelines and restrictions must be adhered to when an individual requests rental of the Daytona Beach Shores Community Center with alcoholic beverage consumption: Consumption may only take place inside the Daytona Beach Shores Community Center.

The use of alcoholic beverages must be requested at the time the reservation for the Shores Community Center or the Veterans Park is made, or up to 30 days prior to the event date and an alcohol deposit of \$200 is required.

The reservation holder must be at least 21 years of age.

The reservation holder shall be responsible for assuring all persons consuming alcoholic beverages are of legal age to drink alcoholic beverages according to Florida State law.

No person, or entity other than the City of Daytona Beach Shores or its authorized representative may charge any fee or impose any charge for admission to the Daytona Beach Shores Community Center.

The City shall assign an event liaison who shall be responsible for familiarizing the reservation holder with the facilities they have rented and informing the reservation holder of all rules and regulations applicable to the use of the Daytona Beach Shores Community Center. The event liaison shall also advise the reservation holder that he or she will be available during the event in case any problems arise with the facility and that he or she will unobtrusively be at the facility during the event to ensure that the facility is functioning properly for the reservation holder.

In the event that the City liaison observes any improper use of the facilities or service of alcohol to minors, he/she event liaison will attempt to rectify the situation either by dealing directly with the reservation holder or by contacting law enforcement or other appropriate city personnel.

In the event that the City liaison or other city personnel are unable to rectify any improper use of the facility, including but not limited to the provision of alcohol to minors, then the reservation holder shall be notified that the event must be immediately terminated. If the event is not immediately terminated, then the police department shall cause the facility to be vacated in accordance with normal Public Safety Department procedure.

I have read the rules regarding consumption of alcoholic beverages at the Daytona Beach Shores Community Center and Daytona Beach Shores Veteran's Park and agree to abide by said rules.

Signature of Reservation Holder

Signature of Authorized City of Daytona Beach Shores Personnel

SHORES COMMUNITY CENTER INSPECTION CHECKLIST

This checklist will be provided to the Renter for review and signature prior to and after the event. This checklist covers items of possible damage for examination after the event when it will be reviewed with the renter.

Prior to the event and again after the event, the renter and the City representative shall inspect the facility and note any damage that may be visible.

Good Condition:	Prior to Event	After Event
Windows	___ Yes ___ No	___ Yes ___ No
Floors	___ Yes ___ No	___ Yes ___ No
Tables	___ Yes ___ No	___ Yes ___ No
Chairs	___ Yes ___ No	___ Yes ___ No
Doors and Locks	___ Yes ___ No	___ Yes ___ No
Restrooms	___ Yes ___ No	___ Yes ___ No
Kitchen	___ Yes ___ No	___ Yes ___ No
Lights and Fans	___ Yes ___ No	___ Yes ___ No
Balcony	___ Yes ___ No	___ Yes ___ No
Initials	_____	_____

Inventory:	Prior to Event	After Event
___ 8 ft tables	___ Yes ___ No	___ Yes ___ No
___ 6 ft tables	___ Yes ___ No	___ Yes ___ No
___ Chairs	___ Yes ___ No	___ Yes ___ No
___ 48-inch round tables	___ Yes ___ No	___ Yes ___ No
___ 60-inch round tables	___ Yes ___ No	___ Yes ___ No
___ Portable bar	___ Yes ___ No	___ Yes ___ No
Initials:	_____	_____

Renter's Signature: _____

City Representative: _____