



Highlander Rental Application

HIGHLANDER APPLICATION
100 3rd STREET, CLERMONT, FL 34787
RULES & REGULATIONS

I. Reservations & Approvals:

- A. Reservations are accepted no more than six months in advance of rental date. An application form will be furnished by the Parks & Recreation Department at the Clermont Arts & Recreation Center or online at the City of Clermont Website and must be filled out and approved by a Parks & Recreation staff member. All fees, deposit and paperwork must be submitted at the time of the reservation to ensure the reservation is held. Payment may be made in the form of cash, credit card, money orders, or check payable to the **City of Clermont**.
- B. A door code for access during the rental along with instructions and rules of the building will be given when applicant secures rental
- C. The Applicant shall be responsible for all payments, certificate of insurance, damages to the facility, cleaning of the facility, and must be on site for the duration of the reservation.
- D. **Cancellation requests must be made in writing to the Parks & Recreation Dept.**

<i>Rental Cancellation and Refund Policy</i> <i>(application fees are nonrefundable)</i>	
<i>If you cancel within:</i>	<i>You will receive:</i>
30 calendar days or more of the rental date	100% of the rental cost 100% of the security deposit
29-15 calendar days of the rental date	50% of the rental cost 100% of the security deposit
14 calendar days of the rental date	No refund of the rental cost 100% of the security deposit

- E. The daily hours of operation are Monday through Sunday, from 7:00 AM – 10:00 PM. No rentals shall go past 10:00 PM. All rentals should schedule appropriate times for set up and clean up, and must schedule and pay for the entire amount of the usage time. Renters must vacate the building by 10:00 PM
- F. Alcohol use is strictly prohibited in the Highlander Building without prior approval. Any applicant wishing to consume alcohol during their rental must complete an Alcohol Request Form from the Parks and Recreations Dept. and receive approval prior to their rental.
- G. The Highlander rental includes the 1854 sq. ft. multifunctional space, chairs and tables, restrooms & outdoor courtyard. Diagrams of the rental space can be requested from the Parks & Recreation Dept. The outdoor stage, pavilion, loading dock are not considered part of the Highlander rental. **The maximum occupancy for the building is 170 persons.**
- H. For-profit businesses are prohibited from charging admission or conducting sales of any type, including indirect sales, with the exception of theatre rentals for uses of a performing nature.

II. Event Staffing Hourly Rate:

- A. In the event it is necessary for a City Employee to be present during or to clean up after any activity, an hourly rate will be charged to the user. This charge is in addition to the rental fee, and applies to all activities, including those exempt from rental fees.

III. Responsibility of Users:

- A. Applicants are responsible for leaving the building in the same condition it was before use. All chairs, tables and other equipment are to be returned to proper storage areas; trash is to be placed in outside receptacles; and sweeping, mopping and other housekeeping chores are to be performed as required. The kitchen area must also be thoroughly cleaned after each use. Cleaning items can be found in the chair and table storage room.
- B. The total cost of damages to any of the facilities being utilized or its contents will be taken out of the deposit. If the deposit does not cover the full amount to cover clean up or damage, then the applicant or organization will be billed for the remainder of the cost.
- C. The Parks & Recreation Director may deny the use of this building to any person or organization that fails to clean the building after use or, damages the facility.

IV. Prohibited Items: The following shall not be permitted in the building:

- A. Flammable Substances
- B. Cooking inside the building or under the pavilion
- C. Animals (with the exception of service animals)
- D. Attaching any items to the wall whether temporary or permanent is strictly prohibited
- E. Alcoholic Beverages (without prior approval)
- F. Smoking
- G. Illegal Drugs
- H. No organization or individual may store or leave supplies, materials, or equipment of any sort in the building.
- I. Noise and music that exceeds our current noise ordinance may result additional costs and penalties enforced by Clermont Police Department

V. Hold Harmless/Insurance Agreement:

The applicant will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park by the applicant, its agents, servants, invitees, and guests under this license.

The applicant will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the Park.

The applicant will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage \$1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant's insurance policy shall not be cancelled without thirty days' prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. Also, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park. There is no parking allowed at any place of business or residence near the park unless written permission is granted by each individual owner in advance. Parking is on a first come first serve basis for the rental of the Highlander Building.

Date of Application Submission: _____ Date(s) of Requested Use: _____

Rental Start Time: _____ Rental End Time: _____

Name of Organization/Applicant: _____

Check Type of Organization: Not for Profit Individual Government

Tax Exempt: Yes No **If Yes, you must provide your Tax Exempt Certificate with application.**

Federal ID #/Driver's License #: _____ Website: _____

Renter Name: _____ Email: _____

Day Phone: _____ Cell Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Secondary Contact: _____ Phone #: _____

Briefly Describe Rental (including fees to be charged if any): _____

Total Expected Attendance: _____ Total # of Vehicles Expected: _____

Are you planning on having food? Yes No Type of food: _____

Are you cooking onsite? Yes No Describe: _____

Contracting any outside vendors? Yes No Note: **All vendors must provide a valid Certificate of Insurance and License prior to rental.**

Are you serving alcohol? Yes No **If YES, please fill out the alcohol variance approval form along with application. Requests will take additional time for approval**

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Event Application	\$10	\$10	Non refundable (not taxable)	\$10
Highlander Deposit - Refundable	\$100	\$100	(not taxable)	\$100
Highlander Rental Fee - Full Building Per Hour	\$20	\$40	(2 hour min)	
			Total Rental Costs	
			Applicable Sales Tax 7%	
			Grand Total	

*** Resident is defined by living, owning a business or owning land inside the City limits of Clermont***

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees are required at time of reservation.

I have read and understand the Highlander Application including the rules and regulations. I accept responsibility and insure that all members and guests will honor and abide by the above conditions on the Highlander Application.

Applicant Name

Applicant Signature

Date

****application is to be completed & submitted to Parks & Recreation Office at 3700 S HWY 27, Clermont FL 34711****

DEPARTMENT USE ONLY (To be filled out by City of Clermont Staff)

Application Fee: \$ _____ Security Deposit Fee: \$ _____ Rental Fee/s: \$ _____

CC/Check #: _____ Munis Invoice #: _____

Code Issued with Date: _____

Amount of Refund Issued: _____ Date Refund Requested: _____

Special Notes: _____

