



PICNIC SHELTER USE PERMIT

WESTON COMMUNITY CENTER
20200 SADDLE CLUB ROAD, WESTON, FL 33327 (954) 389-4321

FUNCTION DATE(S) _____ SHELTER(S) _____

PARK(S) _____

USER NAME (PRINT) LAST _____ FIRST _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

DAY PHONE _____ CELL PHONE _____ EMAIL _____

RATE _____ (PAID RENTALS COVER THE SHELTER(S) FOR THE DAY)

TAX _____

TOTAL DUE _____

TERMS OF AGREEMENT

- PROVISIONS** - During this function, the User is responsible for compliance and enforcement of these Terms. If, in the sole discretion of the supervisor(s) on duty, User fails to comply and enforce these Terms, supervisor(s) may take reasonable efforts, including, but not limited to, cessation of this function, to enforce these Terms.
- PAYMENT** - Payment shall be made at time of reservation by credit card, approved check or money order payable to City of Weston.
- RELEASE, HOLD HARMLESS AND INDEMNIFICATION** - User shall be liable for any loss, damage or injury to any person or property arising out of the use of this City facility by the User or User's guests, family members, invitees, employees, independent contractors or other agents. The User releases and agrees to indemnify, defend and hold harmless the City of Weston, its officers, agents, servants, volunteers and employees (collectively referred to as "City") against any and all injuries, liability, claims, judgments, attorneys' fees and any and all causes of actions and damages, for any and all personal injury and/or property damage arising out of the use of this facility by the User or User's guests, family members, invitees, employees, independent contractors or other agents, including without limitation, damages occurring during the specified time of the function, set-up and/or clean-up time. The User voluntarily assumes the risk of any loss, injury or damage to person or property, which in any way arises out of the use of this facility by the User or User's guests, family members, invitees, employees, independent contractors or other agents. The User waives any claim against the City arising out of the use of this facility, including any claim for negligence and does covenant not to sue the City relating to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the City.
- DAMAGE TO AND LOSS OF USER'S PROPERTY** - The City of Weston is not responsible for damages to or losses of User's property left at the shelter prior to, during or following the function.
- CANCELLATION** - The City of Weston may cancel this Agreement at any time, with or without notice, including during the function, for the City's use, or if, in the sole opinion of the City of Weston the use or contemplative use of the facility presents a hazard to the User or the facility. In the event the City of Weston cancels the Agreement prior to the function

date and time, all monies paid will be refunded to the User. In the event the City of Weston cancels this Agreement during the function, the City of Weston will prorate the amount paid based on the actual time the facility was used and refund the balance to the User.

- 6. **ACCIDENTS** – All accidents and hazardous conditions shall be reported to on-site staff immediately.
- 7. **APPLICABLE LAW AND VENUE; ATTORNEYS' FEES AND COSTS** – This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorneys' fees and costs.
- 8. **SEVERABILITY** – Any provision in this Agreement that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

I hereby agree to comply with all Terms herein pertaining to my use of the City of Weston facilities. I have read and understand the Weston Park Rules and Regulations. I fully understand the liability and indemnification, and acknowledge my responsibility for any and all damages and losses including, but not limited to, any additional charges and maintenance that may be incurred from my use. I agree that this Agreement shall be binding on my heirs, successors and assigns.

USER: SIGNATURE _____ **WITNESS:** SIGNATURE _____

PRINT NAME _____ PRINT NAME _____

DATE _____ DATE _____

AUTHORIZATION (CITY OF WESTON): SIGNATURE _____ DATE _____

PAYMENT: RECEIVED BY _____ DATE _____ AMOUNT _____

PAYMENT TYPE (CIRCLE) CHECK CREDIT/DEBIT

WESTON PARK RULES AND REGULATIONS

1. **SMOKING** – SMOKING IS PROHIBITED AT PLAYING FIELDS, COURTS, RINKS, AROUND TEAM SEATING AREAS OR DUGOUTS, BLEACHER OR SPECTATOR AREAS, PLAYGROUND, CONCESSION STANDS AND RESTROOMS.
2. **ALCOHOL** – NO ALCOHOL IS PERMITTED IN THE PARKS.
3. **PROHIBITED ITEMS** – ITEMS NOT PERMITTED IN THE PARKS INCLUDE, BUT ARE NOT LIMITED TO: FIREWORKS/EXPLOSIVES, GLASS CONTAINERS, DUNK TANKS, MECHANICAL RIDES, WATERSLIDES, PETTING ZOOS, PONY RIDES, TRACKLESS TRAINS OR OTHER DANGEROUS OBJECTS.
4. **VEHICLES** – VEHICLES MUST REMAIN IN THE PARKING LOT AND PARKED IN DESIGNATED PARKING SPACES. NO VEHICLES MAY BE DRIVEN ON SIDEWALKS INTO THE FIELD/COURT AREAS.
5. **VENDING** – NO FOOD, DRINK OR MERCHANDISE MAY BE SOLD UNLESS PREVIOUSLY APPROVED BY THE CITY OF WESTON.
6. **PARK EQUIPMENT** – PITCHING SCREENS, SCOREBOARD CONTROLLERS, SOCCER GOALS, ETC MAY NOT BE REMOVED FROM THE PARK.
7. **ENTERTAINMENT** – USER SHALL NOT ARRANGE FOR ANY SHOWS, EXHIBITS, MUSICAL OR THEATRICAL PERFORMANCES, CONTESTS, GAMES OR TELEVISION BROADCASTS, SPEAKERS, DISK JOCKEY OR BOUNCE HOUSE OR ANY SIMILAR TYPE OF AMUSEMENT EQUIPMENT DURING THE FUNCTION UNLESS PREVIOUSLY APPROVED BY THE CITY OF WESTON. (***LIST OF VENDORS WITH NAME, ADDRESS AND PHONE NUMBERS MUST BE SUBMITTED AT TIME OF FULL PAYMENT.***) FOR ALL BOUNCE HOUSE OR ANY SIMILAR TYPE OF AMUSEMENT EQUIPMENT OPERATORS AND FOOD VENDORS FOR HIRE (INDIVIDUALS OR ENTITIES WHO FURNISH, PREPARE AND SERVE FOOD FOR COMPENSATION): USER SHALL PROVIDE THE CITY OF WESTON WITH AN INSURANCE CERTIFICATE FOR GENERAL LIABILITY INSURANCE FROM VENDORS (\$1,000,000 MINIMUM COVERAGE REQUIRED FOR BOUNCE HOUSE OR ANY SIMILAR TYPE OF AMUSEMENT EQUIPMENT OPERATORS; \$250,000 MINIMUM COVERAGE REQUIRED FOR FOOD VENDORS FOR HIRE) NAMING THE CITY OF WESTON AS “ADDITIONAL INSURED”.
8. USER(S) AND THEIR GUESTS MUST RESTRICT THEIR USE OF THE PARK FACILITIES TO THE FIELDS(S)/COURT(S) THAT HAS BEEN RENTED AND THE COMMON FACILITIES.
9. USER(S) AND THEIR GUESTS WILL CONDUCT THEMSELVES IN SUCH A MANNER THAT WILL NOT DISTURB OR INTERFERE WITH ANY OTHER FUNCTION OR ESTABLISHMENT AT OR AROUND THE FIELD(S)/COURT(S).
10. RENTAL OF EMERALD ESTATES (CLOSES AT DUSK) SHELTER ENTITLES RENTER TO USE OF ONE (1) OF THE PARK SHELTERS.
11. IN THE EVENT A NON-PERMITTED USER IS OCCUPYING THE SHELTER AND WILL NOT VACATE, PLEASE CONTACT THE PARKS AND RECREATION OFFICE AT 954-389-4321 OR, IF AFTER HOURS, CONTACT THE NON-EMERGENCY NUMBER AT BSO: 954-389-2010.