

TOWN OF JUPITER
APPLICATION AND PERMIT FOR USE OF JUPITER CIVIC CENTER

(561) 741-2400 | http://www.jupiter.fl.us/FacilityRentals

- 1. Please read, complete and submit in person pages 1 & 2 to Jupiter Community Center, 200 Military Trail.
2. Please read and keep pages 3-8 for your records.
3. Your application will not be accepted unless it is completed and proper documentation is attached.
4. For multiple rental days, please list each PAID RENTAL day in the table provided below. (2 days max/ month/Household)
5. Failure to comply with all rules and regulations outlined 3-8 will result in security deposit deductions.

Event Contact Information: (In case of an emergency, please list at least 2 contact numbers.)

Name \_\_\_\_\_ E-Mail: \_\_\_\_\_
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_

Table with 6 columns: LIST PAID EVENTS ONLY, Date #1, Date #2, Date #3, Date #4, Date #5. Rows include Date of Event, Purpose, Time Guests Arriving, Time Leaving Facility, and # Of Guests.

SUMMARY:

All business owners, guests and third party rentals, will be held accountable for the all rules, policies and general information contained in this lease, including third party rentals. The lease is a permit for single day use of the Jupiter Civic Center, in addition to, safeguarding the physical wellbeing of the building and surrounding environment as outlined in this entire document including pages 3-8. The policies and procedures in this document may be changed without notice by the Town of Jupiter.

I ACKNOWLEDGEMENT BY SIGNING BELOW, THAT I, MY GUESTS, AND ANY THIRD PARTY USERS, AGREE TO ACCEPT FACILITY AS IS AND HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS ENTIRE LEASE (PAGES 1-8) AND AGREE TO ABIDE BY ALL.

Sponsoring Business Information

Business Name \_\_\_\_\_
Owners Name \_\_\_\_\_
Owner Signature: \_\_\_\_\_

Notary Commission Seal

STATE OF FLORIDA
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_ by:

Personally Known \_\_\_\_\_
Produced Identification \_\_\_\_\_
Type of ID \_\_\_\_\_

Staff Only

Confirm Signature-same name on TOJ BTR
Confirm Incorporated Jupiter Business
Staff Initials \_\_\_\_\_



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**PLEASE KEEP PAGES 3-8 FOR YOUR RECORDS**

	Date #1	Date #2	Date #3	Date #4	Date #5
Date of Event:					
Purpose:					
Time Guests Arriving:					
Time Leaving Facility:					
# Of Guests:					

**THIS APPLICATION IS MADE WITH THE EXPRESS UNDERSTANDING THAT ANY LEASE ISSUED SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE MADE A PART HEREOF:**

**PURPOSE OF LEASE:** To provide Town policies and procedures for the rental of the Civic Center.

**PROCEDURES:** The following are the Town’s procedures for renting the Jupiter Civic Center.

**POLICY:** The following are the Town’s polices for renting the Jupiter Civic Center:

**1. APPLICANT QUALIFICATIONS**

- a. It is the intent of the Town of Jupiter to provide a facility that can be rented to business owners and civic minded organizations who reside within the Town’s municipality.
- b. Any rental of the facility must be made by an **incorporated** Town of Jupiter business (must provide a current Business Tax Registration from the Town of Jupiter, not the County Business Tax Registration), a chartered civic organization within the Town, or other public, educational, or government entity.
- c. Applicant must be at least 21 years old.
- d. The applicant will be required to provide qualifying proof of identity, age and business ownership.
  - i. All Applicants must show a State issued driver’s license, or a State issued identification card.
  - ii. In the case of a private business, **a copy of the Town of Jupiter business registration will be required with lease.** The Civic Center lease must be executed (signed) by the Jupiter business owner whose name appears on the Town of Jupiter Business Tax Receipt.
  - iii. For educational entities the principal must execute lease.
  - iv. For chartered civic groups, the president must sign lease along with established by-laws/charter.
  - v. Governmental agencies must have director or department head sign lease and provide business card.

**2. PURPOSE OF RENTAL**

- a. Renting of the facility is intended for recreational and leisurely activities.
  - i. It is not the intention of the Town for the rental to be used as a way to gain direct or indirect monetary benefit to any person, business, or group, other than for charitable causes (See 5.n-Fundraisers).
  - ii. All applicants may be denied the rental of the facility for good cause by the Town.

**3. RENTAL FEES**

- a. Monday – Thursday.....\$250.00 per day, (including 7% tax = \$267.50)
- b. Friday – Sunday.....\$375.00 per day (including 7% tax = \$400.50)
- c. Security Deposit.....\$400.00 (See Section 5.d)

#### 4. RENTAL HOURS

This facility is rented virtually every Friday, Saturday & Sunday of the year. **You are NOT permitted, under any circumstances, to enter the facility prior to your paid date or to come back the next day to clean/remove equipment as you will significantly inconvenience the next rental.** (Cleaning details can be found 5.c)

- a. All events that are held at the Civic Center CAN BEGIN NO EARLIER THAN 9:00 AM and must end, clean-up included, NO LATER THAN 1:00 AM. **There are no exceptions to this time frame so plan your event accordingly.**
- b. If you need access to the building before this time you may consider renting it for two days in a row.

#### 5. CIVIC CENTER RENTAL POLICIES/ PROCEDURES:

- a. **RESERVING A DATE:** The facility is not available for rental on the following holidays:

New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

- i. Reservations are accepted in person only at the Jupiter Community Center located at 200 Military Trail, Jupiter. Normal operating hours are Monday-Friday, 8:30 AM-8:30 PM and on Saturdays, 8:30 AM – 4:00 PM. Community Center contact phone number is 561-741-2400.
- ii. To reserve a date you must be at least 21 years old and own an **incorporated** Town of Jupiter Business.
  1. If you don't have a business within the Town of Jupiter you may have an incorporated Jupiter Business owner sponsor you.
- iii. The Jupiter business owner must sign page 1 under Business Information
  1. If the signature is not executed in front of a Town of Jupiter employee then the business owner's signature must be notarized on page 1a otherwise the lease will not be accepted.
  2. The business owner signing the lease must be the same person whose name appears on the Town of Jupiter Business Tax Receipt otherwise the lease will not be accepted.
  3. A copy of the Town of Jupiter Business Tax Receipt is required with the lease submittal and payment or the lease will not be accepted.
- iv. A completed lease and full rental payment must be received at the time of booking.
- v. Dates will not be held (saved) without a completed lease and rental payment.
- vi. Reservations will be accepted at the Jupiter Community Center, 200 Military Trail, Monday-Friday, 8:30 AM – 8:00 PM and on Saturdays from 8:30 AM – 4:00 PM.
- vii. A date is considered reserved when the applicant has received a rental receipt for payment.
- viii. Reservations must be placed at least one week in advance of requested rental date.
- ix. Reservations are limited to two per month by any one individual, organization or business.

- b. **PAYMENT**

The Town of Jupiter accepts cash, check, MasterCard, Visa and American Express for rental payments. (See Security Deposit 5.d) No credit card payments accept over the phone.

- i. Complimentary rentals are being re-examined on a case by case basis as of June 1, 2018.
- ii. Rental fee waiver must be approved by management and should not be automatically assumed it will be granted.
- iii. Requests for free Civic Center rentals for raffles will no longer be granted.

- c. **CLEANING**

You are expected to clean the Civic Center **BEFORE** you leave the premises. See page 9 of this lease agreement for **YOUR** cleaning responsibilities.)

- i. The facility will be inspected very early the morning after your event by a Town of Jupiter Parks & Public Works Division employee to ensure that ALL cleaning requirements have been met as outlined in the Civic Center Cleaning Agreement and you have fully vacated the facility as required.
- ii. Any security deposit deductions will be determined by the Jupiter Parks & Public Works Department and are non-negotiable.

d. **SECURITY DEPOSIT**

A refundable \$400 security deposit is due when the Civic Center keys are picked up for your event. The security deposit fee is not the rental fee, it is a separate payment.

- i. The \$400 security deposit can be paid:
  1. **IN CASH:** A refund check will be mailed to the designated recipient within 2-3 weeks of the completion of your event. Upon returning the keys, please specify name and address of person to receive security deposit refund by check.
  2. **CREDIT CARD:** Visa, MasterCard & American Express are accepted. **A \$25 PROCESSING FEE WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT REFUND. THE \$375 BALANCE WILL BE REFUNDED BACK TO THE INITIAL CREDIT CARD within 4 business days after your event. NOTE:** If it's determined there are cleaning deductions it will delay your refund 3-5 weeks.

e. **KEYS**

Failure to comply with the key return policy will result in a penalty of \$30 per business day and will be deducted from your security deposit. Lost key replacement expenses will be deducted from your security deposit and includes staff time, locksmith labor costs and all lock and duplicate key set replacements. (\$250)

Keys will be picked up and returned to the Jupiter Community Center, 200 Military Trail:

i. **Pick Up**

1. Rentals for Monday-Thursday require pick up on the morning of the rental, no earlier than 8:30 AM and no later than 8:00 PM.
2. Rentals for Friday, Saturday and Sunday require pick up on the Friday before the rental, no earlier than 8:30 AM and no later than 8:00 PM.

ii. **Returning**

1. Keys for rentals on Monday-Thursday are to be returned the following business day after the rental, no earlier than 8:30 AM and no later than 8:00 PM.
2. Keys for rentals on Friday, Saturday or Sunday are to be returned the following business day no earlier than 8:30 AM and no later than 8:00 PM.
3. In the case of a holiday, the key will need to be returned the next business day, no earlier than 8:30 AM and no later than 8:00 PM.

f. **ALCOHOLIC BEVERAGES**

Alcoholic beverages are permitted at the Civic Center in plastic or aluminum containers.

- i. Town Ordinance, Section 14-73, 14-74, "No person shall deposit or leave litter in any park, ocean front beach, ocean or other body of water within the town."
- ii. Town Ordinance, Section 14-76, states, "No person shall bring or possess any glass container into any park or ocean front beach recreation area in the town."
- iii. Please do not allow guests to throw containers in wooded or grass/sand dunes that surround area.
- iv. Distribution and consumption of alcohol is not permitted off Civic Center grounds.

g. **A/C RENTALS**

Portable a/c units, both cooling and heating, are not permitted at the Jupiter Civic Center. It is a violation of fire and building codes. If you are found to be using this equipment your event will run the risk of being immediately shut down. The sponsoring business will lose future rental privileges.

h. **CANCELLATION NOTICE & PENALTY** (Optional [Refund Request Form](#).)

Refunds requests received in writing at least 35 days prior to the event date will be subject to the following cancellation fees:

- i. **Weekend Rentals:** \$100 per day for each day being canceled
- ii. **Weekday Rentals:** \$50 per day for each day being canceled
- iii. Even if you do not qualify for a refund it is still the business owner's responsibility to cancel the reservation. Failure to comply may result in loss of rental privileges for the business.

i. **DATE CHANGES & PENALTY**

To change a reservation date written notice must be received at least 35 days prior to the original rental date and a \$25 transfer fee will be due.

j. **DAMAGES**

The Town reserves the right to retain all or part of the deposit should it become necessary to repair damages. An inspection of the facility will be made by a Parks & Public Works Division employee very early the morning after your rental. Assessed deductions are non-negotiable.

k. **DECORATIONS**

Do not hang decorations on any fire sprinkler equipment. All decorations, equipment and food must be removed from the Civic Center and premises by 1:00 AM. Do **NOT** plan to come back the next morning to clean unless you have it rented the next day. Deductions will have already been assessed and this inconsiderate action causes much stress and inconvenience for that day's rental. PLEASE, NO BALLOONS. To a sea turtle, deflated balloons look like jelly fish, and jelly fish look like dinner. Help keep our sea turtles safe. Please refrain from using balloons at the beach, the Civic Center, and on dune walkovers.

l. **FIRE SPRINKLER ALARM SYSTEM**

The Civic Center is monitored by a fire sprinkler alarm company.

- i. If you, or one of your guests, set the alarm off as a result of inappropriate actions you will be charged for the service/monitoring call (a \$250 fine) to reset the alarm system.
- ii. Do not hang decorations on any fire sprinkler equipment pipes running east/west or decorate so that any water flow from the fire suppression equipment will be blocked.

m. **FIRES ON THE BEACH**

Fires are **NOT** permitted on or in Palm Beach County beaches and parks.

- i. This activity is restricted under PALM BEACH COUNTY ORDINANCE 2004-002, Section 6.
- ii. This includes the beaches in Jupiter, Carlin Park and at the Civic Center.

n. **FUNDRAISERS**

Only Jupiter based civic groups/organizations, Jupiter based non-profits/501(c)3 organizations and Jupiter based public schools will be permitted to host fundraising events at the Jupiter Civic Center.

- i. All groups must submit organizational paperwork and [Fundraising Affidavit](#) with the Civic Center lease.
- ii. In the event of a Jupiter based public school the principal will be required to sign the lease or application.
- iii. A civic group is an organized, chartered group of people who are joined together to network with each other and serve the community. (i.e., women's clubs, Lions Club, Toastmasters, churches, garden clubs, Friends of the Library, and, Rotary clubs are all examples of civic groups.)
- iv. Jupiter based civic groups/organizations, Jupiter based non-profits/501(c)3 organizations and Jupiter based public schools will not be required to have a Jupiter business sponsor if their event is an organization function. If you do not meet the fundraising criteria your lease will not be accepted and any payments refunded. Only groups specified may receive any type of benefit or payment in connection with any fundraising activities or

events held at a Town facility, either in the form of direct/indirect monetary gain, trade, discounts and/or any other goods or services. Fundraising request from individuals or business will not be approved.

- v. All facility rules and policies apply to all fundraising events.
  - vi. All fees apply unless specifically waived by Town Council.
  - vii. If your event is open to the general public then the sponsoring agency must name the Town as an additionally insured.
  - viii. If the event is open to the general public you will be required to provide an insurance certificate showing the Town of Jupiter as additionally insured. The purpose of an additional insured is to protect the rights of another party that might become legally liable for the actions of the named insured. For instance, the Town of Jupiter might be named in a lawsuit as a result of a fundraiser hosted on Town property. By naming the Town of Jupiter as additional insured, the named insured extends coverage, especially defense costs, to the Town of Jupiter. The organization's insurance company would have to defend both the named insured and the additional insured. It is important you make sure your agent is aware of the specific nature of the relationship you have with the additional insured, to ensure the proper additional insured form is provided.
  - ix. If your organization is recognized and would like to host a fundraiser then an officer from the organization must complete a fundraising disclosure and submit it with either the Community Center/Old Town Hall application or Civic Center Lease. The purpose of this disclosure is to certify that each event is in compliance with our fundraising policies. Failure to do so, or disclose all event information, may result in cancelation of your rental.
  - x. Incomplete information will delay the approval/processing of your application and may result in loss of your requested date/time.
  - xi. Dates will not be held without a disclosure form, payment, and lease.
- o. **GATE ACCESS**  
The parking lot access gate on the north end of the Civic Center is **NOT** public access. You do not have access to this gate. It is a violation of fire and building codes to access this area. Your event will run the risk of being shut down if you are in violation.
- p. **HURRICANES, ACTS OF NATURE**  
The Town of Jupiter reserves the right to cancel any rentals due to, but not limited to, any act of nature (i.e. hurricanes, beach erosion, and encephalitis).
- i. During hurricane season please keep your contact information up to date.
  - ii. If your rental date is during hurricane season (June 1st–November 30th) there is a possibility that your event will be disrupted by a hurricane. (See [Hurricane Brochure](#))
  - iii. If your reservation is cancelled by the Town of Jupiter, you may either reschedule or receive a full refund without penalty.
  - iv. The Town of Jupiter will not be held liable for any penalty fees incurred by the lessee in which any acts of nature require an event to be cancelled at the Civic Center.
- q. **OCCUPANCY**  
Fire Code limits parties to 225 persons; this is not the same as seating capacity.
- i. Seating capacity is *approximately* 100. There are only tables and chairs for approx. 100 guests.
  - ii. When chairs and tables are set up there is no space for additional tables and chairs.
  - iii. No outside table and chair rentals permitted. (Please see Rental Equipment 5.u)
- r. **PERSONAL PROPERTY:** Personal property placed on, or in the facility, shall be at the risk of the Applicant.
- s. **PUBLIC VIEWING**  
Every Wednesday from 12:30 – 1:30 PM is a scheduled public viewing of the facility. Wednesday public viewings will not be cancelled due to rentals however cancellations may be subject to holidays and unforeseen circumstances.

t. **RENTAL EQUIPMENT**

**The facility is rented – AS IS.** REGARDLESS of any pictures found on party planners and equipment rental websites, outside rental equipment is **NOT** permitted and this includes tables and chairs. **If the facility does not fit your needs as is - then do not rent it.** (See website for pictures)

u. **REPAIRS**

Applicant's \$400 security deposit will be reduced or not refunded if it's determined that their rental resulted in damage to the facility and grounds.

v. **TRASH REMOVAL**

All **inside** trash containers must be emptied into the parking lot dumpster.

- i. Do not empty trash into the garbage cans on the Civic Center porch.
- ii. Do not throw food in the woods; this attracts unwanted pests and unpleasant aromas.

w. **TURTLE SEASON**

From March 1st through October 31<sup>st</sup> there is limited outside lighting permitted along the shore line and this includes the Civic Center. Low lying deck lights have been added for your safety.

- i. This is in compliance with State and County ordinances and no exceptions will be made for outside lighting during these months. ([Turtle Nesting Brochure](#))
- ii. Under no circumstances should the applicant add outside lighting to the Civic Center that can be seen from the beach. Failure to comply with this ordinance may result in fines from numerous agencies that patrol the beach at night.

6. **AMENITIES**

There is no air conditioning in the Civic Center and portable a/c units are not permitted onsite. Other amenities include 6 ceiling fans, 2 standard refrigerators, 1 freestanding range, restrooms, commercial ice machine and beach access. Tables and chairs to meet the needs of an event with **approximately** 100 in attendance. (Approx. [14 - 5' round tables](#), Approx. 5 - 6' rectangular tables and approximately 100 chairs). No outside rental equipment permitted, including tables and chairs. (Please see Rental Equipment 5.t) The appliances and facility is checked prior to use. The Town of Jupiter will not refund money if any of the appliances are not working. For an accurate count of tables, chairs and working appliances, it is recommended that you visit the building the Wednesday just prior to your event from 12:30-1:30 PM.

7. **BEACH ACCESS**

The boardwalk to the Civic Center is open to the public for use. Therefore, on occasion, you will have individuals visit your party mistaking it for a restaurant or snack bar. Please feel free to post a sign stating "PRIVATE PARTY". Be sure this sign is located on the Civic Center and NOT on the walkway. You are not permitted to stop individuals from using the walkway as it is designated public access to the beach.

8. **CATERING NOTICE**

Caterers need to be aware that the Civic Center is not equipped with a catering kitchen or any special amenities to accommodate catering needs. There is one freestanding range located at this location. *It is a typical, inexpensive, household range.* It is not intended for caterers to cook an entire meal for large parties at this location. For large groups it is highly recommended that food be prepped and pre-cooked off-site and brought to the Center ready to serve. The facility is checked prior to use. The Town of Jupiter will not refund money if any of the appliances are not working.

9. **FOOD TRUCKS/RENTED AMUSEMENTS, ETC.**

Food truck, rented amusements, etc. are not permitted to operate at the Civic Center or in Carlin Park. This includes bounce houses, food trucks, etc.

10. **PARKING @ CIVIC CENTER**

Reservations for the Civic Center are booked sometimes 18 months in advance, depending upon the time of year.

Therefore, it is impossible to prevent parking issues at Carlin Park so please note the following:

- a. **Carlin Park is managed by Palm Beach County Parks and Recreation Department and throughout the year Palm Beach County permits large events that impact parking throughout the Carlin Park area.**
- b. **The Applicant accepts this as a known risk in renting the Jupiter Civic Center.**
- c. The Town of Jupiter & Palm Beach County Parks & Recreation will not be able to designate any special parking for Jupiter Civic Center applicants as all parking in Carlin Park is public parking.
- d. Please park in designated parking spaces only as tickets may be issued for those illegally parked.
- e. The Town of Jupiter and Palm Beach County will not be held responsible for refunds, damages, or other hardships incurred by the Applicant as a result of such an event.
- f. For updated information regarding special events in Carlin Park it is recommended that the applicant contact Palm Beach County Parks and Recreation Department's Special Events Division at (561) 547-2173 periodically prior to their event.

11. **LIABILITY DISCLAIMER**

Applicant and all members & guests of the party will comply with all statutes, laws, ordinances, rules and regulations of the Federal, State, County and Town governments applicable to the use of the facility. Applicant shall indemnify and hold harmless the Town of Jupiter from and against any and all loss, cost, (including statutory liability and liability under Workmen's Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Applicant and all other persons which arise from, or in any manner grow out of, any act or neglect on or about the facilities provided hereunder by Applicant and all members of its party, their agents, employees, customers, invites, contractors and subcontractors.