



Old Town Hall Rental Policies

Town of Jupiter Recreation Department

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Town of Jupiter
Rental Policies for Use of the Jupiter Old Town Hall

(561) 741-2400 | <http://www.jupiter.fl.us/facilityrentals>

November 1, 2020 | Updated: 11/19/2020

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 Old Town Hall.

Applicant Qualifications (Who Can Rent)

Applicants are EXCLUSIVELY responsible for all aspects of the rental including, but not limited to, permits, payments, communications, key pickup and key return. The above eligible applicants will be collectively referred to henceforth as applicant(s).

All applicants must be at least 21 years old:

1. Category 1 - Sponsored \$0 Per Hour

This category encompasses Town of Jupiter sponsored events/programs, Palm Beach County sponsored events/programs, other governmental agencies, and Jupiter based public schools.

Example:

A. Governmental Agencies

To submit a permit, the director or department head must approve permit request. Fee exemptions will be on a case by case basis.

B. For Local Public Schools

To submit a permit, the principal or assistant principal must approve permit request. Only student functions will be considered for fee exemption on a case by case basis.

2. Category 2 - Jupiter Civic - \$10 Per Hour

This category includes groups that provide a service to the Town of Jupiter and are governed by a board and by-laws. If a group is tax exempt, a State of Florida Tax Exemption Certificate will be required when submitting the request application otherwise tax will be charged.

Example: Girl Scouts, Boy Scouts, HOA meetings, Property Management Companies

A. To submit a permit, a copy of established by-laws, charter documents must be submitted upon request.

3. Category 3 - Jupiter Non-Profit - \$15 Per Hour

This category is defined as an organization that is governed by a board and by-laws and possessing a 501(c)3 Certificate. Groups claiming Non-Profit status will be required to provide documentation verifying their non-profit status. If a group is tax exempt, a State of Florida Tax Exemption Certificate will be required when submitting the request application otherwise tax will be charged. Set up and clean up time will be billed at the same rate as the rental rate.

A. To submit a permit, a copy of established by-laws, charter documents or 501(c)3 certificate must be submitted upon request.

B. To receive a tax-exempt status, you must provide the Florida State Tax Exemption Certificate at the time of booking.

4. Category 4 - Jupiter Resident - \$20 Per Hour

Residents must provide a Driver's license or State issued ID card and utility bill with current matching names and addresses or reservation will be cancelled without refund. Third party rentals will not be permitted. Residential status is not based solely on your address. An incorporated entity is defined as residing within the Town of Jupiter's taxing district. If your tax bill specifically has a line item to the Town of Jupiter, then you are considered incorporated. For example, the following are not incorporated Jupiter: Jupiter Farms, Tequesta, Jonathan's Landing.

5. Category 5 - Jupiter Business - \$25 Per Hour

Incorporated businesses may use the facility for meetings only. Under no circumstances will a person/business be permitted to use the Old Town Hall as a way to gain monetary benefit, directly or indirectly. If a group is tax exempt, a State

of Florida Tax Exemption Certificate will be required when submitting the request application otherwise tax will be charged. Businesses must be within the city limits of Jupiter and have a current Town of Jupiter business registration which must also accompany the request application. Set up and clean up time will be billed at the same rate as the rental rate.

Permits vs. Reservations

Jupiter Old Town Hall reservations are managed through a permitting process. A permit is technically a “request” to have an event at one of our rental facilities. The permitting process is to confirm the applicant meets all rental requirements before the reservation process begins. If you have rented a Town of Jupiter facility or have registered for a class or program with the Town of Jupiter in the past 10 years you will probably already have an account with us.

- For details regarding your account, please [click here to submit an inquiry](#) or call the Community Center, 561-741-2400, Monday-Friday 8 AM-8PM and Saturdays 8 AM-3:30 PM.
- There is no charge to submit a permit.
- Submitting a permit does NOT automatically confirm a reservation.
- Calendar availability does not reflect any pending permits or maintenance closures.
- Reservation Window: Permit must be submitted at least 7 days prior to but not more than 365 days before rental date.
- Town facilities are not to be used as a way to gain direct or indirect monetary benefit to any person, business, or any group other than 501(c)3 organization fundraisers.
- Any group/resident/agency/HOA is limited to no more than 2 reservations per month, per account (or per household) for all Town of Jupiter facility rental locations combined.
- Facilities are not available for rent on the following holidays, **but not limited to:** New Year’s Day, MLK Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Veteran’s Day, Thanksgiving Day and weekend, Christmas Eve, Christmas Day and New Year’s Eve.

SUMMARY of Permit Process:

Please be sure to read the Old Town Hall Lease. Permits that do not meet rental requirements will be deleted. Be sure your account email is correct, up to date and checked frequently. To keep permits moving deadlines must be met or your permit may be cancelled. Please allow 3-5 BUSINESS days (which excludes weekends/holidays) for staff to contact you.

1. Go to the [Online Recreation Portal](#) to create an account or sign in
2. Applicant completes and submits permit
3. Applicant provides required documents (before permit submittal) or within 48 hours of submitting permit, using the online recreation portal or this [website online form](#).
4. Upon residence confirmation, applicant receives email detailing online payment instructions through the online portal.
5. Once payment is received, permit is confirmed as a reservation and appears on the online calendar.

Purpose of Rental

Renting of the facility is intended for recreational and leisurely activities only. 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 501©3 charitable causes. All applicants may be denied the rental of the facility for good cause by the Town.

Payment

Once permit is approved full payment (rental fee + security deposit) is required within 48 hours of e-mail. Reservations are not confirmed until payment has been received. Payments will not be accepted over the phone or in person. Payment will only be accepted from the applicant via online by MasterCard, VISA, and AMEX.

Rental Fees

Fees will be billed by the number of hours within selected time block. Comp rentals are being re-examined on a case by case basis. Waiver of rental fees must be approved by the Town Manager.

Rental Hours

The Old Town Hall is available to rent at fixed time blocks as detailed below. Your meeting may not begin/end, earlier/later than the selected time block chosen during permitting. Fees will be billed by the number of hours within selected time block.

Available Hours & Time Blocks

- Monday - Thursday, 9 AM-12 PM, 1 PM-4 PM and 5 PM-9 PM.
- Friday - 9 AM-12 PM, 1 PM-4 PM

- Saturday & Sundays - Closed

Security Deposits

The \$100 security deposit payment is due at the time of purchase and will be refunded back to the original credit card. Security deposit refunds will be processed within 7-10 days of key return. NOTE: Cleaning deductions/lease violations will delay your security deposit refund.

Cleaning, Damages, Repairs & Deductions

The Applicant is solely responsible for cleaning the facility before leaving the premises. Applicant's \$100 security deposit will be deducted or withheld in its entirety if staff determines that a rental resulted in lease violations and/or damage to the facility and grounds. Assessed damage fee deductions are non-negotiable. Pictures will be taken of any violations. ALL cleaning requirements have been met as outlined in the Compliance, Waiver and Key Return document. The Town reserves the right to retain all or part of the deposit should it become necessary to clean and repair damages.

1. Make sure the chairs and tables are clean and are returned and stacked near the restroom area against the wall.
2. All trash receptacles have been emptied and removed by renter.
3. Restrooms have been spot cleaned and trash emptied.
4. Floor has been swept including restrooms.
5. All doors are locked and secured.
6. The facility is ready for the next rental.

Cancellations and Date Changes

Contact Community Center staff for any changes or cancellations.

Recurring Meetings

Recurring meetings do not automatically renew. Full payment is expected within 24 hours of permit approval.

Rental Equipment

The rental of equipment, including tables and chairs, is not permitted. If applicant is in violation and rental equipment is found by staff the following day, applicant will forfeit the entire security deposit.

1. Keys (Pick Up & Return)

Each rental will have their own, unique set of Old Town Hall keys.

- Key pick-up and key return will be located at the Jupiter Community Center, 200 Military Trail, within normal operating hours. Normal operating hours are Monday-Friday, 8:00 AM-8:00 PM; Saturdays, 8:00 AM-4:00 PM, Closed Sundays. Holiday and summertime operating hours may vary. Please make note of any holidays or adjusted hours that may prevent you from picking up and/or returning the key.
- Providing access to a non-permitted meeting is prohibited. All reservations must go through the Town of Jupiter permitting process. Violators will be banned from using Town facilities.

Please do not hesitate to contact the Community Center at 561-741-2400 or [email](#) us.

1. **Key Pick Up for all Rentals:** (See times above.)
 - a. Keys may be pick-up the day before, or on the day of, the rental – except Sundays.
 - b. Sunday rentals must pick up keys on Friday or Saturday.
2. **Key return** for all rentals
 - a. Key return is the next business day after your rental, see hours above. If the following business day(s) is a Town holiday, then the next business day applies.
3. Failure to return the keys within the specified time frame above will result in a penalty of \$20 per day and will be deducted from your security deposit refund. If there are extenuating circumstance please contact us at (561) 741-2400 or [email](#) us.
4. If keys are lost, a standard \$300 replacement fee will be charged. This fee covers staff time; locksmith labor costs and all lock and duplicate key set replacements.

Alcoholic Beverages/Littering/Glass Containers

Alcoholic beverages are permitted inside of the Old Town Hall however, due to the park area around the Old Town Hall Town Ordinances do not permit glass bottles or glass containers. Littering is prohibited.

Decorations

No decorations are permitted. The Old Town Hall is strictly for meeting purposes only.

Occupancy

There are only tables and chairs for approx. 40 guests.

Food Trucks/Rented Amusements, etc.

Food trucks, rented amusements, etc. are not permitted to operate at the Old Town Hall or in any Park.

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, encephalitis, pandemics, etc.). Please keep your contact information up to date as we will communicate any cancel/changes to your email account on file.

If your rental date is during hurricane season (June 1st–November 30th) there is a real possibility that your event will be disrupted by a hurricane. If your reservation is cancelled by the Town of Jupiter, you may either reschedule or receive a full refund *without* penalty.

Access

Access is granted is during your permitted date and time block. You are not to enter the facility prior to the start of your time block and are not extend your event past the end of your time block and this includes set up and clean up hours.

Catering/Cooking on Site Limitations

Food is not permitted at the Old Town Hall.

Parking @ Old Town Hall

There is limited parking at the Old Town Hall, this is why the max attendance in this facility has been dropped to more than 40 people. Whenever possible please encourage carpooling and do not block driveways.

Liability

Lessee, 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.

WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The Town of Jupiter cannot prevent you, your children, other family members, or friends from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Town of Jupiter's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize the Town of Jupiter's services and/or enter onto the Town of Jupiter's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize the Town of Jupiter's services and enter Town of Jupiter's

premises. These services are of such value to me, my children, and my family members that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the Town of Jupiter's services and premises in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Town of Jupiter and its officers, directors, managers, officials, trustees, agents, employees, volunteers, independent contractors, participants, insurers, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town of Jupiter's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.