



City of Cape Coral ~ Yacht Club Community Park
 5819 Driftwood Pkwy, Cape Coral, FL 33904
 Phone: (239)574-0806 *Fax: (239)542-5329

Date of Function: _____ **Today's Date:** _____ **Room:** _____
Person/Organization: _____ **Phone:** _____
Address: _____ **Attendance:** _____
City/State/Zip _____ **Half Day Rental** _____ **Full Day Rental** _____
Nature of Function: _____ **3pm-Midnight** _____ **10am-Midnight** _____
Email: _____

Ballroom	Half Day	Full Day	Deposit	Mandatory Liability Insurance	
1-250 people/set-up	\$1100	\$1400	\$500	Single Use, no food, drink, music	\$90
251-350 people/set-up	\$1500	\$1800	\$750	Single Use with food, drink, music	\$105
East Room (Not available on weekends)					
				Additional Options	
With B/R rental	\$150 Flat Fee		N/A	Extended hour 12:00-1:00 am	\$150
East Room Only, by the hour	\$35 Hour		\$50	Portable bar	\$35
				Wedding Arch	\$25
B/R Daytime Business Rate (Mon-Thurs only)					
Between the hours of 8am and 6pm		\$70 per hr	\$100		

There will be a 50% increase in rental fees on City/Public Holidays and New Years Eve. No rentals on Thanksgiving or Christmas.
 5.5% Sales Tax Will be Added to Rental Fees and Insurance.

- ◆ Damage deposit must be paid at the time of booking. The booking is confirmed if payment is received and the request form properly filled out and signed by Yacht Club personnel.
- ◆ Your rental includes the use of the kitchen, stage, and ice machine. Based on availability, the East Room may be added for \$150
- ◆ Balance must be paid thirty days in advance of use date. Failure to pay on time will result in the cancellation of your booking and forfeiture of the damage deposit.
- ◆ If booking is made within 30 days of the rental date, payment in full is due at the time of booking. Only cash or credit card payments will be accepted. **No checks.**
- ◆ Damage deposits will be refunded in the same manner in which they were paid. Credit/debit card refunds will be issued within 2-3 business days back to the card originally used. Deposits paid by cash or check will be refunded within 2-3 weeks by check.
- ◆ Please notify us of any change in address or contact information.
- ◆ Rentals must be cleaned up and out by the scheduled ending time on your contract. **Late fees will be charged at the rate of \$200 per hour and will be automatically deducted from your damage deposit in 15 minute increments.** _____INT
- ◆ It is your responsibility to advise the caterer, florist, party planners, DJ, etc of the scheduled hours of your event. No one will be allowed in the building prior to the time on your contract. Deliveries and pick ups must be arranged within scheduled rental times.
- ◆ This is a public building, and any items stored are left at your own risk. All items brought in must be removed at the end of the rental.
- ◆ No cash bars. No alcoholic beverages may be consumed by anyone under the age of 21. Alcohol is not permitted outside the building or in the park. Strictly enforced! If this occurs, police will be notified and the rental terminated.
- ◆ We are located in a residential area with noise ordinances. Music must be kept at a reasonable volume, not to exceed 100 decibels.
- ◆ Anyone under the age of 18 must be supervised at all times. No child should be allowed to leave the building without adult supervision. No one is allowed in pool area. Please keep children off rock walls and tables.
- ◆ Cape Coral Police Security will be required of any parties of 250 and more if alcohol is served. Behaviors deemed unsafe can be cause for immediate termination of the rental by City Staff. **Security application and payment must be made 30 days in advance.**
- ◆ Changes to the contracted time or number of attendees require 2 weeks notice.
- ◆ The use of confetti is strictly prohibited. Food and drinks should remain within the ballroom and not be taken into the carpeted hallway. **A \$50 fee will automatically be deducted from your deposit if confetti is used.** _____INT
- ◆ Nothing can be hung from the chandeliers or disco ball. Do not nail, staple or tape anything to the walls.
- ◆ Candles or any type of open flame are prohibited. Bubbles cannot be used indoors.
- ◆ A clean up check list is attached. It is your responsibility to make sure the clean up is completed thoroughly. You may lose all, or part, of your damage deposit if the building is not left clean and in good condition. _____INT

CANCELLATION POLICY

If the event is cancelled or the date is changed, the entire damage deposit will be forfeited.
 A full refund of the damage deposit will be given if the rental begins and ends on time, the clean up regulations and all other regulations are followed, and there is no damage to the property. _____INT

- 1.) User agrees to supervise the use of the facility to ensure that there is neither abuse to the facility nor any violation of the laws of the State of Florida or the laws and regulations of the City of Cape Coral and its Parks and Recreation Department.
- 2.) User agrees to report any personal injury during the event to the City of Cape Coral Parks and Recreation Department Director and to provide a written report within twenty-four (24) hours, describing the circumstances of the injury.
- 3.) User agrees to report any damage to the facility and to accept responsibility for the cost of repair or replacement. The Parks and Recreation Department will inspect the facility both before and after use and will apply damage deposit to any repairs or replacements caused by use. Damage deposit may also be applied to additional persons, over amount set up for, that change total charges for use.
- 4.) ***The City of Cape Coral requires liability insurance for all rentals. If you would like to submit a certificate form your company's insurance the following must occur:***
 1. The certificate must be an original (no copies or faxes will be accepted) and received directly from the insurance company in the amount of One Million Dollars.
 2. In the Description box, the certificate must state "The City of Cape Coral as additional insured". The address for the City of Cape Coral should be listed as 1015 Cultural Park Blvd., Cape Coral, FL 33990.
 3. The certificate must be received one week (five business days) prior to the event. If the binder is not received one week prior to the event, The City's insurance form will be submitted to the Risk Management Division and the usual fees will be charged.
- 5) In any litigation relating to the enforcement of any provision of this agreement, and in any equitable or legal action resulting from a breach of this agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees, both in trial court and on appeal.

In consideration for use of the Yacht Club facilities, located at 5819 Driftwood Parkway, _____ shall be liable and agrees to be liable for, and shall indemnify, defend and hold the City harmless from and against any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services and attorney's fees, arising out of the User's use and occupancy of the premises, the occurrence of User's event and the conduct of User and User's guests and invitees.

NOTE: Florida has very broad public record laws. Documents pertaining to city business are considered to be public records and will be made available to the public or media, upon request. Therefore, your contract information may be subject to public disclosure.

I understand and agree to adhere to all of the above stipulations and regulations.

Signature of User/Representative

Booked by: (Yacht Club Staff)

Date

Date

Total Fees _____ **Deposit Pd** _____ **Bal Due** _____