

American Legion Post #95 Memorial Auditorium

Facility Use Guidelines

Please read the Facility Use Guidelines in its entirety before returning the signed rental agreement to the City of Frostproof. Failure to comply with any of the Guidelines may result in the forfeiture of all or part of the security deposit.

- I. Smoking is not permitted in the building at any time.
- II. Dripless candles within approved containers may be used on a limited basis with written pre-approval from the City Manager.
- III. All other decorations, supplies and accessories must be provided by the renter and promptly removed following the event; otherwise, they will be removed by City staff and the deposit retained to cover staff's labor.
- IV. The concession room is included in the rental fee, but must be cleaned by the renter immediately following the event; otherwise, room will be cleaned by City staff and deposit forfeited to cover staff's labor.
- V. **ALL** trash must be removed from the building by the renter immediately following the function and disposed of in trash containers located outside the east side of the Auditorium.
- VI. Any damage to the facility and/or equipment, special cleaning costs or other expense incurred by the City as a result of the rental will be the responsibility of the renter and will be deducted from the deposit, with any excess costs to be paid promptly by the renter.
- VII. The City does not assume any responsibility for items left by the caterer, florist, guests or renter. The renter is responsible for promptly removing all articles brought in and used during the rental period. The City will not sign for, take possession of, or assume responsibility for any deliveries.
- VIII. Opening and closing times indicated on the contract will be strictly enforced. Please allow time for the decorator, caterer, deliveries and clean up when completing the Rental Contract. Rental hours must include time for the decorator, caterer and deliveries. Access to the auditorium during City business hours (Monday – Friday 8:00 a.m. – 5:00 p.m.) for setup will be allowed without additional charge. Arrangements must be made with City administration for access before and after normal working hours and on weekends, with the rental

fee adjusted accordingly to compensate City staff for opening and closing the facility. Rental functions exceeding the agreed upon hours will be assessed an additional \$100 per hour.

- IX. The piano, sound system and special lighting may not be used without prior written consent of City administration and an additional charge will be assessed.
- X. Extremely loud music is not permitted. Electric amplifiers must be kept at a reasonable volume. Please advise musicians accordingly.
- XI. NO alcohol is allowed on premises.
- XII. Absolutely nothing may be stapled, nailed, glued, taped, etc. to the walls.
- XIII. The auditorium cannot accommodate more than 544 people.
- XIV. Full payment must be made to the City of Frostproof one week prior to the event. Failure to pay voids the contract. NO refunds will be made within one week of the event.
- XV. The City of Frostproof will accept changes to the contract ONLY from the person signing the contract.
- XVI. Fees and rules are subject to change at any time without notice.
- XVII. The City of Frostproof reserves the right to decline any application. The City of Frostproof retains the right to ask the renter or anyone from the renter's function to leave the building for misconduct.

I, _____, agree to indemnify and hold harmless the City of Frostproof from and against any and all claims and demands which may arise as a result of the City of Frostproof granting permission to me to enter into a Rental Agreement with the City for use of the American Legion Post #95 Memorial Auditorium, including but not limited to all claims and demands for personal injury, death, or damage to property sustained by any person, firm or corporation, together with all costs and reasonable attorney's fees for defending same.

RENTAL FEES:

Rental Deposit: A \$200 deposit is due at the time of the contract to hold the date. The deposit will be held until the City of Frostproof is assured that all agreements to the contract are met. Deposit is refundable up to one week before the event. If refunded, the deposit will be returned to the person paying the deposit.

Rental Fee: \$400 to rent the auditorium up to four hours; each additional hour fee will be \$100 per hour; with an hourly fee of \$120 after midnight. Fees for piano, sound system and special lighting are \$50 each per event.

Sales Tax: The City of Frostproof is required to collect State Sales Tax (7%) for all rentals. Non-profit groups are required to provide a copy of their 501(c)3 and a current Tax Exempt form.