

**CITY OF GAINESVILLE**  
**DIVISION OF CULTURAL AFFAIRS**  
302 N.E. 6<sup>th</sup> Avenue \* Station 30 \* P.O. Box 490 \* Gainesville, FL 32602  
(352) 334-5064 Phone \* (352) 334-2314 Fax

**RENTAL AGREEMENT**  
**GAINESVILLE COMMUNITY PLAZA**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Gainesville, Division of Cultural Affairs (hereinafter referred to as “City”) and \_\_\_\_\_ (hereinafter referred to as “Lessee”).

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Nonprofit ID# (if applicable) \_\_\_\_\_ and FEIN# \_\_\_\_\_

**WITNESSETH:**

In consideration of the mutual covenants herein contained, the City does hereby allow the Lessee to use the Gainesville Community Plaza, located in the City of Gainesville on property at the street address of 111 East University Avenue, under the following terms and conditions:

1. **PERIOD OF USE AND LEASED PREMISES.** The terms of this Use Agreement shall run consecutively from \_\_\_\_\_ to \_\_\_\_\_ on the day of \_\_\_\_\_, 20\_\_\_\_. This time allowance includes preparation and cleanup time.
2. **NUMBER OF PEOPLE EXPECTED.** Lessee hereby states that the following number of people are expected for the event: \_\_\_\_\_.
3. **DESCRIPTION OF EVENT.** Lessee hereby agrees that the following is an accurate description of the event:
  - a.) Type of event: \_\_\_\_\_
  - b.) Type of music: \_\_\_\_\_
  - c.) Event Start and End time: from \_\_\_\_\_ to \_\_\_\_\_ .
  - d.) Will food be served?.....YES \_\_\_ NO
  - e.) Will there be amplified sound?.....YES \_\_\_ NO
  - f.) Will Lessee need access to electrical room?.....YES \_\_\_ NO
  - g.) Will Lessee need access to restrooms?.....YES \_\_\_ NO
  - h.) Will Lessee need GPD present (some events will require GPD)?.....YES \_\_\_ NO
4. **EVENT PERMIT.** Lessee may need to submit an Event Permit application, in addition to completing this Use Agreement.
5. **POLICE/SECURITY REQUIREMENT:** In the case that police or security is required for the event, Lessee will be required to pay for said services at a fee to be determined through the Event Permit. Billing for security will be through the Gainesville Police Department (GPD) and payment is required before the event takes place within a time determined by GPD.
6. **FEES FOR USE OF GAINESVILLE COMMUNITY PLAZA.** The City and Lessee hereby agree to the following fees for the period of use of the Gainesville Community Plaza:

a.) **Rental Fee: \$ 50.00/hour + \$3.13 sales tax (total of \$53.13/hour)** for events with no admission charge and where there is no form of compensation or commercial value to the renter.

b.) **Rental Fee: \$ 60.00/hour + \$3.75 sales tax (total of \$63.75/hour)** for events that charge admission or where there is any form of compensation or commercial value to the renter.

**Total Amount Due \$ \_\_\_\_\_.**

7. **INDEMNIFICATION.** Lessee agrees to indemnify fully and save and hold harmless the City of Gainesville, its officers, employees and agents, against all damage, claims, liabilities and causes of action of every kind and nature, to the extent they are caused by the conduct of the Lessee, its visitors, agents or employees. The City shall give Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise, and defend the same to the extent of Lessee's own interest.
8. **WAIVER OF CLAIMS.** The City of Gainesville and its agents, employees and contractors shall not be liable for, and Lessee hereby releases all claims for, damage to or loss of personal property sustained by Lessee or any person claiming through Lessee resulting from any fire, accident, occurrence, theft in or upon the Leased Premises or building of which they shall be a part, or of adjoining or contiguous property of buildings, provided same are not due to negligence of the City, its agents or employees. The Lessee and the City agree that nothing in this contract shall be interpreted as waiver of the City's sovereign immunity under 768.28 Florida Statutes.
9. **PLAZA USE REGULATIONS.** Lessee acknowledges receipt of the Plaza Use Regulations currently in effect, and Lessee hereby agrees to each and every regulation contained therein. Lessee agrees to comply with all Federal, State and local laws, rules and regulations.
10. **PLAZA MARQUEE POLICY.** If applicable, Lessee acknowledges receipt of the Plaza Marquee Policy currently in effect, and Lessee hereby agrees to each and every policy contained therein.
11. **INSURANCE.**  
Insurance Required.  NO  YES\* (attach certificate)  
Coverage: General liability  limits \$ \_\_\_\_\_ Worker's Comp  limits \$ \_\_\_\_\_  
Professional liability  limits \$ \_\_\_\_\_ Automobile  limits \$ \_\_\_\_\_

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement for the uses and purposes herein contained on the day and year first above written.

\_\_\_\_\_  
LESSEE / Date

\_\_\_\_\_  
WITNESS / Date

\_\_\_\_\_  
FOR THE CITY / Date

\_\_\_\_\_  
WITNESS / Date

*This form Document No. P03-200 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney.*