

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** _____