



Exhibit "A"

City of Cocoa Facility Use Application and Agreement

This application must be completed in its entirety. Incomplete Applications will be returned to the applicant and may delay approval and reservation of the facility. Shaded areas are for City Staff.

Requested Facility: Civic Center Porcher House Riverfront Park Myrt Tharpe Square Gazebo Community Building

Picnic Pavilion: North/South/ Lee Wenner Park Other _____

Organization/ Applicant's Name: _____

Address: _____

Email: _____

Type of Organization:

Category I Tax Exempt #: _____ Contact Person: _____
 Category II Federal ID #: _____ Phone #: _____ Alternate Ph #: _____
 Category III Proof of Residency: _____ E-mail: _____
 Category IV Alternate Contact Name: _____
Phone #: _____ Alternate Ph #: _____
E-mail: _____

See Master Fee Schedule for City Facility Rentals,
Special Events, and Parades for explanation of categories.

EVENT DETAILS:

Type/Name of Event: _____ # of Attendees: _____

Specific Room Requested: _____ Dates of event: _____

Set-up Time: _____ AM PM Event Start Time: _____ AM PM Event End Time: _____ AM PM Out Time: _____ AM PM

Open to the Public: Yes No Admission Fee: _____ Music: Band DJ Other None

Food (Catered) Fee: _____ Recreational Inflatables (Insurance Required) *** # _____
An insurance certificate must be provided by the owner of all recreational inflatables.
 Beer/Wine/Liquor (Must be served by Licensed & Insured Caterer) Tent or Canopy*** # _____
***The above must be certified non-flammable.
 Soft Drinks/Water In addition, all tents must be sand bagged, water barreled or weighted. Only tent stakes six inches or less in length are authorized. All items above must be clearly marked on a site map submitted to Leisure Services.

NOTE: NO GLASS BOTTLES ALLOWED

EQUIPMENT REQUESTED:

The following items come with the rental of the facility and are for inside usage only (except trash cans):

Banquet Chairs _____
 Tables _____
 PA system _____
 Trash Cans _____

The following items may be rented for an additional fee:

Ceremony Chairs # _____ Fee: _____
\$3.00/chair + tax
 Linens
\$7.00/table + tax Rounds _____ Fee: _____
\$7.00/table + tax 6 ft Banquet _____ Fee: _____
\$7.00/table + tax 8 ft Banquet _____ Fee: _____
\$0.50/napk + tax Napkins _____ Fee: _____

All prices are subject to change without notice.

Electrical requests, including AMP requirements must be attached.

Note: Applicant is solely responsible for obtaining any permits necessary for the holding of the event.

Other Events: The Applicant acknowledges that other events may take place on the same day/time nearby and possibly within the same Facility, and confirms receipt of the below list of events that are booked as of the time of signing this application. The Applicant acknowledges that additional events may continue to be scheduled on the same day/time at available City facilities. I understand that I have been given the option to rent other facilities at the time of this booking.

Civic Center Ballroom _____ Porcher House _____

Civic Center Conference Room #1 _____ Riverfront Park _____ Lee Wenner Park _____

Streets/Cocoa Village/Picnic Pavilions _____ Heart of Cocoa Community Building _____

Signatures: The undersigned applicant ("Applicant") hereby makes application to the City of Cocoa ("City") for the use of the facilities requested above ("Facility") and certifies that the information in the application is correct. The Applicant understands and agrees to all provisions of this Facility Use Application and Agreement, including the "City of Cocoa Facility Use Agreement - General Rules, Terms and Conditions" attached hereto, which together constitute the "Facility Use Application and Agreement" ("Agreement"). Further, I understand and agree that the failure of anyone in attendance to comply with the terms and conditions herein may subject me to a breach of the Agreement, loss of the damage and clean-up deposit fee and for additional damage and clean-up expenses incurred by the City.

Applicant Signature _____

Print _____

Date _____

THIS FACILITY USE APPLICATION AND AGREEMENT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, PURSUANT TO RESOLUTION NO. 2021-_____. UPON SIGNATURE BY THE APPLICANT AND WRITTEN APPROVAL BY THE CITY MANAGER OR HIS/HER DESIGNEE, THIS CITY OF COCOA, FACILITY USE APPLICATION AND AGREEMENT SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE APPLICANT AND THE CITY OF COCOA, FLORIDA.

FOR CITY USE ONLY:

Event APPROVED? <input type="checkbox"/> YES <input type="checkbox"/> NO		BY AUTHORIZATION OF:		
CERTIFICATE OF INSURANCE REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DATE RCVD: _____		
CITY LISTED AS ADDITIONAL INSURED? <input type="checkbox"/> YES <input type="checkbox"/> NO		CERTIFICATE #: _____		
FACILITY USE FEE:	MISC. FEES:	SALES TAX:	TOTAL FEES:	DEPOSIT REQUIRED:
EVENT DEPOSIT PAID? <input type="checkbox"/> YES <input type="checkbox"/> NO		BALANCE DUE/ DUE DATE: _____		RECEIPT #: _____
DAMAGE/ CLEAN-UP FEE:		DUE DATE: _____		DATE REC: _____ DATE RETURNED: _____

The Applicant agrees to exercise the utmost care in the use of the Facility and the surrounding property. These restrictions are designed to ensure that the City Facility will be left in equal or better condition than it was prior to your event as well as provide general rules and conditions relating to the use of City of Cocoa's facilities. Our facilities are a symbol of pride for the owners (residents of Cocoa) and must be in good condition for their use every day. This includes the day after your event. All applicants (individuals, clubs, groups, and/or organizations) are required to comply with all rules in this document; no exceptions.

General Rules, Terms and Conditions:

- **Use of Facility:** It is the intent of the City of Cocoa to rent facilities for residents and the community at large. We will inform you at the time of your reservation what other activities are scheduled for that day, but we cannot guarantee that your booking will be exclusively scheduled in the park or another facility on your day or time. Riverfront Park and Lee Wenner Park are public parks and therefore the public is permitted at the parks. Renting Riverfront Park or Lee Wenner Park for an event guarantees no other events will be taking place simultaneously at the same facility. However, it does not prohibit the public from entering the park during your event. Access within facilities to any room other than what is rented is prohibited. The Applicant must comply with any and all provisions of the Code of the City of Cocoa, including but not limited to Article XI, Special Events and Parades, section 2-401 et seq., Cocoa Code.
- **Porcher House:** Rental of the Porcher House entitles you to use of the main floor, lawn and brick area behind the house (additional fees applied for brick area behind the house). The second floor is off limits to all guests, except the bride on a wedding day (lobby of the second floor only).
- **Fees and charges:** Fees, charges, and deposits are detailed in the City of Cocoa Master Fee Schedule for City Facility Rentals, Special Events, and Parades, which has been approved by the City Council. All rental events require an immediate payment of a deposit equal to twenty-five percent (25%) of the total rental fee PLUS sales tax. The deposit fee will be deducted from the full rental amount. Full payment of fees is due thirty (30) days prior to the scheduled event. **CANCELLATION POLICY:** A 15% administrative fee will be deducted from the total amount due for the event for all written requests for refunds up to thirty (30) days prior to the scheduled event. If an event is cancelled within thirty (30) days of scheduled date, no refund will be granted. Refund requests will not be honored if total rental fee is less than \$50.00. The City may cancel this Agreement at any time for any reason, without advance notice, and return the full fee back to the Applicant and without receiving any penalties.
- **Payment Methods Accepted:** Personal check, cashier's check, money order, or credit card.
- **Room capacity:** The occupancy capacity for any room may not exceed the posted limits set by the City of Cocoa Fire Department.
- **Chaperones:** The Applicant must provide adequate chaperones, as the Applicant deems appropriate, for any function that is attended by any person(s) under the age of eighteen (18) years. Notwithstanding, the City may require the Applicant to provide additional chaperones.
- **Rental Time:** Rental time must include set-up time and clean-up time. A minimum of one hour is recommended pre and post event. (Wedding Exception: Wedding rehearsals may be scheduled with the on-site manager of the Facility. Rehearsals should be scheduled as soon as possible to ensure there is time available on the schedule. Such rehearsals shall be held approximately twenty-four (24) hours before the Wedding and shall not exceed one (1) hour in duration.)
- **Closing Time:** All facilities close at 11:00 pm, except holidays and approved City events. Clean up must be completed by 12:00am unless otherwise approved by special event permit. Each 15 minute increment past the closing time will be billed at the hourly rental rate and deducted from the Applicant's damage and clean-up deposit fee or otherwise charged to the Applicant.
- **Kitchen Rental:** Kitchen rental is only available with the rental of the Civic Center Ballroom and Porcher House and will incur an additional fee. The conference rooms and parks do not include a kitchen space or use of the kitchen in the Civic Center.
- **Decorating:** Very little decorating is required. Attaching anything to the walls, doors, etc. is not allowed (including tape, nails, thumb tacks, etc.). Tables may be decorated with centerpieces. Candles may be used but must be enclosed with a metal or glass holder or luminaries. Fresh flowers may be thrown for weddings. No bubbles are allowed inside any City facility. No removal of City decorations is permitted. Runners are not permitted inside or outside throughout the facilities as they are safety hazards. Pre-approved banners may be hung in designated areas. Temporary zip ties and rope may be used to hang pre-approved banners, but must be removed at the conclusion of the event.
- **A/V and Lighting Equipment in Riverfront Park:** Light bars, sound equipment, pre-approved banners, etc., may be attached to the superstructure of the amphitheater.
 - Applicant or their agent shall hang and remove such items at their own risk and must have their own liability insurance as required herein. A scissors lift must be used. Designated, existing attachment points shall be utilized and maximum weight limits shall not be exceeded.
 - Cables and bolting clamps are authorized but must be removed after the event.
 - Landscaping (including trees) shall never be used in any way to secure anything.
 - The Applicant shall provide the City with two weeks' written notice if the Applicant would like to request assistance from City staff with hanging and removing items from the amphitheater superstructure. The Applicant will incur charges (a minimum of three hours) for such assistance in accordance with the Master Fee Schedule for City Facility Rentals, Special Events and Parades.
- **Tables and Chairs:** The Applicant may provide its own tables or chairs for use. Tables for outdoor use are not provided by the City. Chairs to be utilized outdoors at certain City facilities may be rented in advance from the City. The City's indoor chairs may not be used outdoors.
- **Linens:** Linens (tablecloths and napkins) are available to rent. All linens must be rented and paid for thirty (30) days before your event.
- **Clean-up:** The rented Facility must be broom swept, vacuumed (if applicable) and all tabletops wiped clean of debris. Also, trash must be brought to the dumpsters at the various facilities. Extra 30 gallon trash cans are available if needed but it is the responsibility of the Applicant to empty trash cans during and after the event. Failure to do so causing the City of Cocoa to clean-up after an event will result in a deduction from your damage and clean-up deposit fee and if required payment of any additional expense incurred by the City for clean-up.
- **Damage and Clean-up Deposit:** The damage and clean-up deposit fee will be forfeited if any of the following occur:
 - Smoking inside ANY City of Cocoa building (prohibited by law);
 - Using lighted candles that are not in a glass or metal container or luminaries (candle in bags)
 - Using pyrotechnic devices or fog machines inside;
 - Using glitter, confetti, birdseed, and rice inside or outside, using bubbles inside;
 - Using silk or fake flower petals inside or outside.
- **Pre-event walkthrough:** Prior to the commencement of any event, the Leisure Services Manager or designee shall conduct a walkthrough of the event site in order to assess the condition of the site. The Applicant shall be present during the walkthrough and any damage or debris existing at the time of the walkthrough shall be noted in writing by the Leisure Services Manager or his designee.
- **Post-event evaluation:** A post-event evaluation will be conducted at the conclusion of the event. This will include a review of the Applicant's clean-up efforts, payment in full of any amounts due to the city, and an evaluation of the Applicant's adherence to the rules and regulations set forth in the Agreement. The Damage and Clean-up deposit will be assessed for damages or clean-up costs as deemed necessary by the City.
- **Food and Beverages:** A licensed and insured caterer must be used for all food served at your event. A copy of your insured caterer's license must be on file thirty (30) days prior to your event. If a caterer is not used (for functions less than 100 people only), a food waiver form must be completed and signed. No food or beverages are allowed outside of the room being rented including lobby, hallways and restrooms. All food vendors serving food for special events are required to be inspected by the City of Cocoa Fire Inspector prior to serving at the event. There can be no hot food preparation on any grass area of the facilities and must be done on paved surfaces. All food vendors and caterers must adhere to the Health Department's policies and regulations. At no time shall any food vendor or caterer dump grease or other waste products down any drains or in any landscaping including grass and on pavers. The Applicant will be responsible for damages caused by any food product or by product so disposed of by Applicant or their guests, vendors or caterers, and will be subject to losing a portion or all of the damage and clean-up deposit.
- **Alcohol:** Beer (cans or plastic bottles only), wine, and liquor are allowed. Keg Beer is only allowed if served through a licensed and insured bartender. Alcohol service must be provided through your licensed and insured caterer or a licensed and insured bartender. A cash bar is not allowed. The bar must close 15 minutes before the end of your contracted time with last call made 30 minutes prior to the end of the event. If alcoholic beverages are served, the Applicant will be required to obtain a permit or license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, or obtain a licensed and insured caterer or bartending service, which Applicant shall provide to the Leisure Services Manager or designee no later than ten (10) business days prior to the event start date. An additional alcohol insurance liquor liability policy must be obtained and presented as described above for general insurance. The Applicant shall comply with all alcohol-related rules as provided for by the City Code and shall be in accordance with federal, state, and local laws.
- **Music:** Music and Dancing are allowed, however, no large speakers or heavy amplification are permitted inside the Civic Center as there may be other events happening at the same time. The music must end 15 minutes before the contracted end of your event. Sound/music in the Riverfront Park must end by 10:00PM on weekday nights (S-M-T-W-T-H) or by 10:30PM on weekends (F-S). Exceptions to sound amplification system hours may be granted by the City Manager in response to a written request for variance, in accordance with Section 2-402, City Code. Sound/music and other noise must at all times be kept at reasonable level in accordance with the City of Cocoa Noise Ordinance.
- **Delivery of Equipment:** All deliveries, and placement of equipment, chairs, portable toilets, dumpsters, etc., must be coordinated with the Leisure Services staff. No equipment, chairs, etc. may be left or stored in the facilities overnight.
- **Riverfront Electric:** Normal electric service is available throughout areas of the park. Request for use, and any required activation, must be coordinated with the Leisure Services staff a minimum of thirty (30) days in advance. For special information on in-ground "vendor" electric service boxes and available amphitheater electric power capacity, contact the Leisure Services staff. The stage at Riverfront Park has minimal normal lighting and normal load electrical service requirements that exceed 100 amps. Requests for the use of the extra stage power capacity require an on-site briefing with City of Cocoa staff and a certified electrician on site during the event. Such requests are granted at the discretion of the City upon receipt and approval of proper credentials. The white utility bollards that surround the inside bowl area of the park have 17 amp full load capacity. The white utility bollards along Harrison Street and Delannoy Avenue have up to 27 amp full load capacity.
- **Park Restrooms:** The public restrooms in the parks are on timers and automatically lock near 8PM. To request a change to these hours, prior arrangement must be made with the Leisure Services staff.
- **Lost/Stolen Items:** The City of Cocoa is not responsible for any items lost, stolen, left on or delivered to City facilities before, during or after an event.
- **Dogs:** All dogs must be leashed and dog owners must clean up after their pets in all City owned parks and facilities. No animals are allowed inside City facilities except service animals, unless otherwise approved in advance by City staff. Animals are prohibited from entering the Splash Pad/Fountain/showers in Riverfront Park.
- **Parking:** Guests may park on the streets or in designated areas approved by the City of Cocoa.
- **Tents:** Tents requiring stakes of 6" or less may be erected in City parks. Sandbags and/or water barrels are the preferred methods of securing tent structures. Charges for utilizing the City's available water sources will apply. If any underground lines are damaged, the cost to repair damages will be deducted from the damage/clean-up fee deposit. Any associated repairs exceeding the damage deposit will also be charged to the Applicant. A drainage map is available from Leisure Services to ensure that no lines are damaged by stakes. Tents must be flame retardant.
- **Bollards:** Vehicle exclusion bollards for vehicle access to any portion of Riverfront Park other than normal public parking areas shall be removed only through prior coordination with the City of Cocoa. No motorized vehicle will be allowed in the park except on the two load-bearing walkways. Vehicles may not leave either walkway for any reason. No other area in the park is accessible by motorized vehicles, including the stage area (other than motorized scissor lift) and the fountain area. As soon as vehicles are unloaded, they must immediately be relocated to a normal public parking area on the street.
- **Barricades:** The Applicant may provide barricades to be used at the event. The Applicant may use barricades belonging to the City. The Applicant is responsible for pickup, placement, removal and return of City barricades. All barricade matters shall be coordinated with the Leisure Services Department in advance of the event. Barricades must be removed within eight (8) hours of the conclusion of the event. If barricades are obtained from an outside source, the Applicant must notify City when barricades will be delivered and when barricades will be picked up after the event(s). The Applicant must ensure that all barricades are taken down and placed next to the road, such that no barricade is left in the roadway.
- **Fountain area:** Nothing may be placed on or set-up within five feet of the circular fountain drains (plants, arches, pedestals, vendors etc.). No decorations are permitted on the circular fountain drain area. Under no circumstances shall any vehicle drive on or near the fountain. The fountain runs on a normal schedule of 10am to 6pm every day unless down for repairs or weather. The fountain may be requested to be turned off for an event at an additional fee.
- **Street Closure Courtesy Notice and Signage:** For all street closures, Applicant shall provide a statement with this application to the City of Cocoa that will indicate how it will provide a courtesy notice to all property owners along the proposed route. The courtesy notice shall indicate the date and time of the closure and the anticipated times for which access to the affected properties will be limited, what remedial steps the Applicant will take, if any, to limit inconvenience to the affected property owners during the duration of the closure, and contact information so that affected property owners may call with any questions or concerns they may have regarding the closure. The Applicant shall appropriately distribute such courtesy notices one week prior to the scheduled closure. Applicants must post temporary signage for street closures at least forty-eight (48) hours prior to the start of a closure. All temporary signage must be removed by the Applicant within twenty-four (24) hours following the conclusion of the special event.
- **Insurance:** The Applicant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, a fully paid commercial general liability damage insurance policy against claims for death, personal injury, and property damage in or about the Facility for the term of this Agreement. If alcohol will be sold and/or consumed upon public property a liquor liability policy in an amount acceptable to the City shall be required as well. Such insurance policies shall be procured by the Applicant from a company licensed to do business in the state of Florida and acceptable to the City. These policies must protect the City, its officers, agents, employees, attorneys, the Applicant's event, and its contractors from any and all claims or damages to property and or bodily injury which may result from or be in connection with any of the operations carried on by the Applicant, list the City as an additional named insured, and provide for no deductible. The required insurance shall be evidenced by a Certificate of Insurance submitted to the Leisure Services Manager no later than thirty (30) days prior to the date of the Applicant's event, and a copy of the policies prior to the start of the event. The commercial general liability policy must include minimum limits of One Million Dollars (\$1,000,000) combined single limit, in respect of each occurrence, to include premises/operation, independent contractors, products/completed operations, broad form contractual and personal injury coverage. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Applicant's interest or liabilities, but are merely minimums. A copy of all notices from the insurance company must be provided to the City within five (5) days of receipt. The insurance company shall be instructed to provide a thirty (30) day notice of cancellation to the City. The City may cancel this Agreement at any time if Applicant fails to comply with the insurance provisions described herein. The city manager may waive such insurance requirements for Applicant's events having an anticipated attendance of five hundred (500) persons or less. If applicable, the Applicant shall also provide proof of worker's compensation insurance at the limits provided by the Florida Statutes.
- **Indemnification:** The Applicant agrees to protect, indemnify, save and hold harmless the City, its elected and appointed officials, officers, employees, attorneys and agents, from and against all losses, costs and expenses and from and against all claims, demands, disputes, suits and actions for damages, losses, costs, attorneys' fees, expenses and from and against all liability awards, judgments, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of the Applicant, breach of this Agreement, or, as a result, directly or indirectly, of the use of the Facility by the Applicant and its members, guests, visitors, spectators, and participants.
- **Relationship of Parties:** Nothing in this Agreement shall create any relationship between the parties hereto other than that of the City and the Applicant, and it is acknowledged and agreed that the City does not in any way or for any purpose become a partner or agent of the Applicant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with the Applicant, or vice versa.
- **Disclaimer:** Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, or services associated with the Applicant or its activities and programs.
- **Attorneys' Fees:** Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.
- **Waiver:** No delay or failure by the City to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.
- **Entire Agreement:** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.
- **Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by the Applicant and approved by the City Manager with assistance of the City Attorney.
- **Assignments; Binding Effect:** This Agreement shall not be assigned or transferred unless prior written consent is granted by the City Manager. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
- **Severability:** If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.
- **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action under this Agreement, venue shall be in Brevard County, Florida, for any State court action and Orlando, Florida, for any federal court action. Any objections to jurisdiction and venue are expressly waived. APPLICANT AND CITY HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY SHOULD ANY ACTION BE FILED.
- **Time of the Essence:** It is specifically declared that time is of the essence in all provisions of this Agreement.
- **Paragraph Headings:** The titles to the articles, section or paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- **Applicant Responsibility to Communicate Rules:** To communicate and enforce rental rules with all event vendors and participants. Violation of facility and special events rules could result in forfeiture of a portion, or all of the damage and clean-up deposit and a status change for the Applicant and the event; even if damage does not occur as a result of a rule violation. Following the event, the City of Cocoa shall inspect for damages. Any associated repairs exceeding the damage deposit will also be charged to the Applicant.