

CITY OF NEW SMYRNA BEACH – LIVE OAK CULTURAL CENTER

TERMS AND CONDITIONS

1050 LIVE OAK STREET, NEW SMYRNA BEACH, FL 32168
(386) 410-2880 * FAX (386) 410-2888

The **Live Oak Cultural Center** is a self-service, first-come facility available to rent for events with attendance **up to 160 people**.

- Rate: \$400 Mon. – Thur. 6:00 pm – 10:00 pm; \$500 Fri. 6:00 pm – 11:00 pm; \$ 1,000 Sat. 10:00 am – 11:00 pm; \$750 Sun. 10:00 am – 11:00 pm; plus \$250.00 refundable performance guarantee deposit.
- An alcohol fee of \$100 will be charged for any beer, wine and/or liquor usage in the facility. Payment of this fee does not provide the licensee with a license to sell alcohol. A cash bar requires a state issued liquor license.
- Set-up and breakdown of tables and chairs optional for a \$200 fee. Otherwise, set-up and breakdown is the responsibility of the licensee (unless prearranged with advance payment).
- Reservations accepted with completed agreement and receipt of performance guarantee deposit ONLY.
- Reserved times MUST include set-up and breakdown.
- Rental fees due in full at least **30 days prior to rental date**.
- Reservations will not be accepted for the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.
- Organizations and individuals may rent only once per quarter per calendar year (except for city business & approved recreation programs).
- No decorations permitted on the walls, doors, sound dampening panels or ceiling. No lit candles, confetti-like material and glitter permitted.
- No Smoking permitted in this facility.
- Cleanup is the responsibility of licensee including all removal of trash, food, beverages and property not belonging to the City. This includes inside the building and any areas outside the building (including parking areas) used by your guests. (Please be aware that cigarette butts thrown outside the building and in the garden are a particular nuisance that must be cleaned up after your event.) Mops, brooms, and other cleaning supplies provided and must be left on property. Trashcans for your use are located behind the City Gym on Live Oak St. **It is essential that licensee and all guests are considerate of the neighborhood and neighbors.**
- The performance guarantee deposit will be retained by licensor if event cancelled less than 7 days prior to rental date.
- In the event that the items in the Live Oak Performance Checklist, hereby incorporated into this agreement, the penalties in that document will be deducted from the performance guarantee deposit in a manner provided therein that reasonably relates to the cost to remedy. Please allow up to 5 weeks for return of the performance guarantee deposit.

- The licensee accepts all responsibility for the conduct of the attendees of the event. The City may require police supervision at the licensee's expense when, in the judgement of the Leisure Services Director, police supervision is required.
- Any and all physical damage to the Live Oak Cultural Center, or its contents, caused by the licensee and/or their attendees will be repaired or replaced in full at the expense of the licensee. The expense will be taken from the performance guarantee deposit and any excess billed to the licensee.
- The City of New Smyrna Beach Leisure Services Department staff and their representatives WILL NOT be held liable for accidents or personal injury that may occur during the use of the facility.
- The City of New Smyrna Beach Leisure Services Department staff and their representatives WILL NOT be held liable for lost, stolen or damaged property owned or used by the user.
- The City of New Smyrna Beach reserves the right to terminate this agreement and cancel the activity at any time that the actions of the user endangers the health, welfare and safety of the participants or when the actions are detrimental to the Live Oak Cultural Center. In such cases, no refunds will be made.

COMPLIANCE WITH ORDINANCE 17-19: Licensee expressly agrees to follow the provisions of City Ordinance No. 17-19, and will refrain from using and distributing polystyrene or polypropylene food service articles and plastic straws, as well as forbid any caterers, vendors, or subsidiaries with whom Licensee contracts to use or distribute such at the Center for Licensee's event. Nothing in these Terms and Conditions shall be construed to stop Licensee or its caterers, vendors, or subsidiaries from using alternative materials in their take-out containers and straws, provided they are not composed of the aforementioned prohibited materials.

COMPLIANCE WITH NOISE ORDINANCE 38-72: It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud, excessive, unnecessary or unusual noise **after 10:00 pm**. Music must be turned down at this time.

I have read, understand and accept the above rates, terms, conditions and obligations as a licensee of the New Smyrna Beach Live Oak Cultural Center. I have received a copy of these terms and conditions, as well as the Live Oak Performance Checklist, and understand my responsibilities.

LICENSEE _____ **DATE** _____

**LIVE OAK CULTURAL CENTER
PERFORMANCE GUARANTEE CHECKLIST**

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Please complete this form at the end of your event to make sure you've taken care of everything required. Cleaning supplies and garbage bags are provided for you and are located in the kitchen. This list is a reminder of your obligations to assure that you receive a full refund of your performance guarantee deposit. Because the size and severity of any failure to perform these actions is impossible to calculate at the time of your booking, \$25 will be deducted from the performance guarantee deposit for the time staff takes to remedy each of these actions you've failed to complete to a reasonable extent.

REMINDER, the following are NOT PERMITTED:

- * Lit Candles (please use LED candles only)
- * Confetti or glitter
- * Attaching ANYTHING to walls or ceiling. (No tape or Command strips, tacks or staples.)

NAME: _____ **DATE:** _____

These items are a reminder to assure that you receive a full refund of your performance guarantee deposit.

- | | |
|---|--|
| <input type="checkbox"/> Breakdown and return to closet | <input type="checkbox"/> Clean off porch |
| <input type="checkbox"/> Breakdown Chairs and return to closet | <input type="checkbox"/> Take out trash to dumpster behind City Gym.
(Close lid after finishing.) |
| <input type="checkbox"/> Clean kitchen | <input type="checkbox"/> Return all A/C controls to 74 degrees |
| <input type="checkbox"/> Sweep floors/Mop spills | <input type="checkbox"/> Make sure not to leave anything behind.
(i.e. phone chargers) |
| <input type="checkbox"/> Remove all decorations | <input type="checkbox"/> Turn Off Lights |
| <input type="checkbox"/> CONTACT LEISURE SERVICES CREW TO LOCK ALL DOORS | |

COMMENTS:
