

**Town of Windermere**  
614 Main Street, Windermere, FL 34786  
Office: (407) 876-2563 Fax: (407) 876-0103



**Pavilion Rental Contract**

Date: \_\_\_\_\_

Renter \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_

|                  |               |      |
|------------------|---------------|------|
| Type of Function | No. Attending | Time |
|------------------|---------------|------|

Date Reserved: \_\_\_\_\_

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**Rental Fees:**

Booking and Damage Deposit: \$100  
**(Refundable if applicable)**

\_\_\_\_\_  
Date of Payment and form of payment

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4-Hour Period:

|                          |                          |
|--------------------------|--------------------------|
| T.O.W Resident           | Non-T.O.W Resident       |
| \$100.00 _____ Date Paid | \$300.00 _____ Date Paid |
| _____ Payment Type       | _____ Payment Type       |

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## **HOLD HARMLESS**

The Renter will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the building. The Renter will comply with all laws, ordinances, regulations, or other orders regarding the safety of person or property, or their protection from damage, injury, or loss.

In an emergency affecting the safety of persons or property, the Renter will act with reasonable care and discretion to prevent threatened damage, injury, or loss. The Renter will indemnify and hold harmless The Town of Windermere and its agents from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park Pavilion by the Renter, its agents, servants, invitees, and guest under this license.

### **Rules and Regulations for Pavilion Rental**

- No alcohol is allowed to be brought or consumed within the Town of Windermere Parks or Pavilions.
- Renter is solely responsible for damages, any and all accidents, or injuries to persons or property resulting from renter's use of the pavilion. Renter shall pay all costs resulting from said accidents or injuries. Renter shall indemnify and hold the Town of Windermere, its employees, agents, officials and contractors, harmless from and against any and all claim, including without limitation, attorney's fees (whether incurred before, during or after trial, or upon any appellate level), arising from the renter's use of the facility.
- Renter is solely responsible for all set-up and clean-up, including bathrooms, garbage etc.
- A small, personal music device such as a radio or DVD player is acceptable. Sound shall not travel beyond 100 feet of the pavilion. (There are outlets at the pavilion so providing sound is solely dependent upon the renter.)
- Nothing is to be attached to trees or other vegetation or to park property (i.e., nails, tape, staples, glue, etc.)
- No objects are to be inserted into the ground with the exception of 2' x 2' directional signs mounted on surveyor stakes
- Amplified sound is **not** permitted (i.e., bands, DJs, PA systems, large speakers, car stereos, boom boxes, etc.).
- Renting the pavilion includes open use of the pavilion lights, picnic tables/chairs, and restroom facilities. (All non-event attendees also have the right to the restroom facilities).

I have read and agree to abide by all the rules and regulations set forth on this contract.

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date