

Agreement For the Use of the B.A.R.A. Pavilion

This agreement is entered into this ____ day of _____, 2016, between the Baker Area Recreation Association (B.A.R.A.) and _____ (Lessee), for the purpose of using the B.A.R.A. Pavilion, on ____ day of _____, 2016.

CONDITIONS OF USE:

- Reservation of the pavilion requires a completed, signed agreement, and a reservation fee of **\$25.00** (NON REFUNDABLE) submitted with signed agreement. Reservations dates are not booked and guaranteed until BARA is in receipt of reservation fee. **The signed agreement and fee must be received by the Pavilion Caretaker a minimum of 2 weeks prior to the date requested for reservation of the pavilion.** Failure to do so results in the pavilion reverting to first come, first serve basis for the time in question.
- The user of the Pavilion is responsible for cleaning after each use. A **\$40.00** refundable deposit for cleaning is required, and must be received by the facility one week (7 calendar days) prior to the event.
- The user is responsible for paying for any damages to the facility and equipment.
- No glass bottles or alcoholic beverages are to be used on the facility.
- The “Lessee” shall indemnify and hold harmless Okaloosa County and the Baker Area Recreation Association Inc., their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in conjunction with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in conjunction with the “Lessee’s” negligent performance of the agreement. Nothing contained in this agreement can be deemed by the parties or by a third party to create the relationship of principal and agent, partnership, joint venture or similar relationship between Okaloosa County, The Baker Area Recreation Association Inc. and the “Lessee”
- This agreement may be terminated at any time by either party, with or without cause, upon written notice given the other party, provided that if terminated by the “Lessee,” thirty (30) days prior to the event, written notice of termination must be given to B.A.R.A. Notice of termination must be given in writing, and it may, but need not,

specify a reason for the termination. Termination shall be effective on the date specified in writing or post marked. The most current date will define the termination date. In any event, all obligations of "Lessee" with respect to cost incurred by B.A.R.A. for said event, prior to the effective date of termination shall survive such termination. Those costs, if any, will be the responsibility of the "Lessee."

ADDITIONALLY THE PARTIES AGREE AS FOLLOWS:

Maximum 2 hr set up period allowed prior to event as long as no other event is in place preceding event. This must be coordinated with Pavilion Caretaker in advance.

Charges for the Use of the Pavilion:
(Check period that applies)

Half day \$75.00

Full Day \$125.00

Rental periods - (8am to 2pm)
 (2pm to 10pm)

Rental period – (8am to 10pm)

Amount Due _____ Date _____
Amount Paid _____ Date _____
Balance Due _____ Date _____

This contract is entered in good faith. The Baker Area Recreation Association Inc. releases the Pavilion:

TO: _____
Print Name

Signature Date

BY: _____
Representing B.A.R.A. Date