

## CITY OF NEW SMYRNA BEACH – WOMAN’S CLUB TERMS AND CONDITIONS

403 MAGNOLIA AVENUE, NEW SMYRNA BEACH, FL 32168  
(386) 410-2880 \* FAX (386) 410-2888

The **New Smyrna Beach Woman’s Club** is a self-service, first-come facility available to rent for events with attendance **up to 100 people only**.

- Rate: \$40.00/hour (2-hour min.) Mon. – Fri. 8:00 am – 10:00 pm; \$460 Sat. 8:00 am – 11:00 pm; \$310 Sun. 8:00 am – 11:00 pm; or \$800 Weekend from Friday 5:00 pm – Sunday 11:00 pm plus \$100.00 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 **5 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).
- Pick up keys at the **Brannon Center, 105 South Riverside Drive**, on the day of the rental Monday – Saturday between 8am – 5pm (by prearranged time).
- No decorations permitted on the walls, doors, columns or ceiling. No lit candles, confetti-like materials and glitter permitted.
- No Smoking permitted in this facility.
- Clean up is the responsibility of licensee including all removal of trash, food, beverages and property not belonging to the City of NSB. 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 are provided and must be left on property. Trashcans for your use are located behind the building. **It is essential that licensee and all guests are considerate of the neighborhood and neighbors.**
- Performance guarantee deposit will be retained by licensor if the booked event is cancelled less than 7 days prior to date of booked event.

- In the event that the items in the Woman’s Club 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 Woman’s Club, 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 security 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 Woman’s Club. 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 Woman’s Club. I have received a copy of these terms and conditions, as well as the Woman’s Club Performance Checklist, and understand my responsibilities.**

LICENSEE \_\_\_\_\_

DATE \_\_\_\_\_

**CITY OF NEW SMYRNA BEACH - WOMAN'S CLUB  
PERFORMANCE CHECKLIST**

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Please complete this form at the end of your event and **return with the key to the Brannon Center, 105 S. Riverside Drive**. 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. Failure to return the key will result in forfeiture of the entire amount, as locks may need to be changed.

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 security deposit.

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| <input type="checkbox"/> Breakdown/Stack Tables  | <input type="checkbox"/> Clean off stage  |
| <input type="checkbox"/> Breakdown/Stack Chairs  | <input type="checkbox"/> Clean off porch  |
| <input type="checkbox"/> Clean kitchen           | <input type="checkbox"/> Make sure not to leave anything behind.<br>(i.e. phone chargers) |
| <input type="checkbox"/> Sweep floors/Mop spills | <input type="checkbox"/> Take out trash to cans behind building.                          |
| <input type="checkbox"/> Remove all decorations  | <input type="checkbox"/> Return A/C to 72 degrees   |
| <input type="checkbox"/> Close & lock windows    | <input type="checkbox"/> Turn off lights  |
|  | <input type="checkbox"/> <b>LOCK ALL DOORS &amp; RETURN KEY</b>                           |

**COMMENTS:**

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