

**GREEN TURTLE HAMMOCK NATURE PRESERVE PAVILION RENTAL
AGREEMENT, BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
AND
[INSERT NAME]**

COMMITMENT TO PRESERVING GREEN TURTLE HAMMOCK NATURE PRESERVE

Green Turtle Hammock Nature Preserve encompasses approximately 10.7 acres of uplands, mangrove wetlands, and submerged lands fronting on Florida Bay on Upper Matecumbe Key (“Preserve”). The Preserve is located in and managed by Islamorada, Village of Islands, Florida (“Village”). The Village purchased the property, in partnership with the Trust for Public Lands (“TPL”), to protect the parcel from future development, preserving important natural, cultural, and recreational resources for the benefit of Village residents and the public at large.

The Preserve is located in the Florida Keys Area of Critical State Concern, contains high-quality tropical hardwood hammock and mangrove wetlands, and is considered an important ecological greenway component providing stopping points for neotropical migrant bird species and the raptors that pursue them between North and South America during annual migrations. The hammock and wetlands located at the Preserve provide one of many protected areas through the Florida Keys for plant and animal species listed by state and federal regulatory agencies. The property lies adjacent to the submerged lands boundary of Lignumvitae Key Botanical State Park, managed by the Florida Department of Environmental Protection (DEP), and lies just south of two units of the Florida Keys Wildlife and Environmental Area, managed by the Florida Fish and Wildlife Conservation Commission (FWC).

In agreeing to share the Preserve with you and your guests for a special event, we ask that you acknowledge the importance of the Preserve and commit to doing everything in your power to support our mission to preserve Green Turtle Hammock Nature Preserve during your event. Thank you.

I understand the Preserve’s significance and hereby commit to protect and preserve this unique Preserve.

Renter Name

Date

Renter Signature

OVERVIEW OF RENTAL AGREEMENT TIMELINE

- Identify event date, plan site visit, review, complete, and submit rental agreement.
- Complete Temporary Use Permit Application through [CityView](#). Temporary Use Permits are required for all events. Attach this rental agreement to your permit application.
- Provide deposit to reserve date.
- On or before 30 days prior to the event, the undersigned must:
 - provide proof of approved temporary use permit,
 - pay the full balance due, and
 - submit run of show and contact information for any Vendors that will be on site.
- If applicable, Village Manager or Designee may waive the provisions of this timeline.

1. Rental Blocks; Rates; Schedule; Limitations

- 1.1.** The second floor of the Preserve pavilion (“Pavilion”) may be reserved by any person(s) or entities in increments of 4-hour blocks during the Preserve’s operating hours (“Rental Block”) as follows:
 - 1.1.1.** If a person or entity wishes to reserve the Pavilion for more than four (4) hours, then the person or entity may reserve consecutive Rental Blocks, if available.
 - 1.1.2.** If a person or entity wishes to reserve the Pavilion for less than four (4) hours, then the reservation will be considered a 4-hour Rental Block for purposes of the rental rate.
- 1.2.** The rental rate for the Pavilion will be administered according to the rental rates attached hereto as Exhibit “A”.
- 1.3.** There is a Preserve-specific deposit of \$100 per event (“Deposit”).
- 1.4.** Preserve hours are 8:00am-5:00pm daily. All events must take place during Preserve hours.
- 1.5.** The maximum number of attendees, for a private event, at the Pavilion is sixty (60) people.
- 1.6.** The maximum number of associated vehicles, for a private event, parked on the Preserve premises is twenty (20) vehicles. If a person or entity wishes to reserve the Pavilion for an event with more than 40 attendees, a parking plan identifying off-site parking locations will be required.

2. Grant of Rental Agreement; Term; Effective Date.

- 2.1.** The Village hereby grants a rental agreement (“Rental Agreement”) to the undersigned (“Renter”) to use the second floor of the Pavilion (hereafter “Rental Space”) at the Preserve as set forth below:

Description: _____

Event Date(s): _____

Start Time: _____ End Time: _____

- 2.2.** Renter agrees to use Rental Space solely for the stated purpose and shall not use the Rental Space for any unlawful or unauthorized activities. Renter shall ensure that the event is conducted in an orderly manner and that all guests, participants, and vendors comply with the terms of this Rental Agreement.
- 2.3.** The Village shall provide the Rental Space to Renter “as is” on the Event Date as specified above (“Reservation”). The Village makes no representations or warranties concerning the condition of the Rental Space or its suitability for use by Renter, and assumes no duty to warn either Renter, its customers, or the public concerning conditions that exist now or may arise in the future.
- 2.4.** In making the Rental Space available for use by Renter, the Village assumes no liability for loss or damage to equipment, supplies, or other property owned by or in the custody of the Renter. Renter agrees that the Village is not responsible for providing private security at the Rental Space, and Renter hereby waives any claim against the Village in the event equipment, supplies, or other property owned by or in Renter’s custody is lost, damaged, or stolen. If the Village, in its discretion, requires the Renter to provide emergency or security personnel for the event, then this requirement will be stated in the event permit. The Renter shall bear the cost of such personnel.
- 2.5.** Renter shall not injure, mar or in any manner deface the Preserve or any equipment contained therein and shall not cause or permit anything to be done whereby said premises and equipment is injured, marred, or defaced. Renter further agrees that it shall not tape items onto, or drive nails, hooks, tacks, or screws into, any part of said building, equipment, trees, or foliage contained therein. Renter agrees to pay the costs for repair and replacement, and to remediate any damage that occurred during the term of this Rental Agreement. Further Renter shall bear all costs associated with restoring Rental Space or other parts of Renter’s facility affected by the event to a condition equal to that of the time this Rental Agreement became effective. Should the preceding restoration not be adhered to, it shall result in additional monies being owed to the Village.
- 2.6.** In addition to the terms of this Rental Agreement, the Renter agrees to adhere to the rules and regulations of the Preserve, which are attached hereto as Exhibit “B.”

3. Security Deposit; Refunds.

- 3.1.** The Village will hold the Deposit until after the Reservation is completed. The Deposit will be forfeited, in whole or in part, for any damage, vandalism, missing equipment, failures to clean up after use, or failure to comply with rules and regulations including time penalties. Renter shall clean up the areas and equipment at the close of each event in such a manner that the Rental Space can be used without additional cleanup by Preserve staff.
- 3.2.** Renter shall be solely responsible for costs associated with obtaining any permits or other governmental approvals necessary to use Rental Space.

3.3. If the Renter cancels their Reservation more than five (5) days prior to the Event Date via written notice, then Renter will receive a full refund of their Deposit. If the Renter cancels their Reservation within five (5) days of the Event Date, then Renter is subject to a cancellation fee equivalent to the Deposit.

4. Termination.

4.1. The Village may, without cause, terminate this Rental Agreement upon five (5) calendar days' written notice to the Renter, or immediately with cause.

4.2. Upon receipt of the Village's written notice of termination, Renter shall immediately terminate its operations and use of the Rental Space and return the Rental Space to its original condition (excepting normal wear and tear), unless directed otherwise in writing by the Village Manager or designee.

5. Attorneys' Fees; Waiver of Jury Trial.

5.1. In the event of any litigation arising out of this Rental Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

5.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS RENTAL AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

6. Indemnification.

6.1. Renter shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Renter's performance or non-performance of any provision of this Rental Agreement, including, but not limited to, liabilities arising from contracts between the Renter and third parties made pursuant to this Rental Agreement and/or Renter's use of the Rental Space. Renter shall reimburse the Village for its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Renter's performance or non-performance of this Rental Agreement or Renter's use of the Rental Space.

6.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Rental Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

6.3. The provisions of this section shall survive termination of this Rental Agreement.

7. **Notices/Authorized Representatives.** Any notices required by this Rental Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Rental Agreement or such other address as the party may have designated by proper notice.
8. **Governing Law and Venue.** This Rental Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Rental Agreement shall be exclusively in Monroe County, Florida.
9. **Entire Rental Agreement; Modification; Amendment.**
 - 9.1. This writing contains the entire Rental Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
 - 9.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Rental Agreement, unless executed with the same formality as this document.
10. **Severability.** If any term or provision of this Rental Agreement shall to any extent be held invalid or unenforceable, the remainder of this Rental Agreement shall not be affected thereby, and each remaining term and provision of this Rental Agreement shall be valid and be enforceable to the fullest extent permitted by law.
11. **Contractual Relationship.** This Rental Agreement is a permit to use Rental Space, as further described herein, and shall in no way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
12. **Compliance with Laws.** Renter shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in its use of the Rental Space and in carrying out the provisions of this Rental Agreement, and in particular shall obtain all required permits from all jurisdictional agencies in carrying out the provisions of this Rental Agreement at its own expense.
13. **Waiver.** The failure of either party to this Rental Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Rental Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
14. **Survival of Provisions.** Any terms or conditions of this Rental Agreement that require acts beyond the date of the term of the Rental Agreement shall survive termination of the Rental Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.
15. **Prohibition of Contingency Fees.** Renter warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Renter, to solicit or

secure this Rental Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Renter, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Rental Agreement.

16. Public Entity Crimes Affidavit. Renter shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit attached hereto as Exhibit "C."

17. Counterparts. This Rental Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

18. Conflicts. In the event of a conflict between the terms of this Rental Agreement and any exhibits or attachments hereto, the terms of this Rental Agreement shall control.

19. No Third Party Beneficiaries. Neither party intends to directly or substantially benefit a third party by this Rental Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Rental Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Rental Agreement.

20. Miscellaneous.

20.1. Renter shall not assign, transfer or encumber this Rental Agreement or any part thereof without written consent of the Village, and shall not grant licenses or concessions nor allow any other occupant to come in with or under Renter, without like consent. No assignment (with or without the consent of the Village) shall release Renter under this Rental Agreement. The power of the Village to give or withhold its consent to any assignment shall not be exhausted by the exercise thereof on one or more occasions but the same shall be a continuing right and power with respect to any assignment under this Rental Agreement. Prior to requesting the consent of the Village for any proposed assignment, Renter shall submit detailed written information concerning the proposed assignee to the Village, including background information, financial information and references. The Village shall have sole and absolute discretion to determine if consent to any requested assignment will be granted. Nothing contained herein shall be construed to require the Village to consent to any assignment, grant of license, or concession in regard to the subject premises.

20.2. As applicable, the terms, covenants, conditions, and provisions of this Rental Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

20.3. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Rental Space or any operations at the Rental Space. Nothing herein shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its ordinances, rules and regulations, federal laws and regulations and state laws and regulations. Renter

hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the use of the Rental Space.

20.4. The Renter should establish a back-up plan in case of inclement weather. At no time shall the Preserve be responsible or liable for inclement or bad weather that may in any way affect Renter's event at the Preserve.

20.4.1. Upon issuance of a Tropical Storm and/or Hurricane Watch or Warning for Monroe County or other act of God, the Preserve closes to the public and prepares for the approaching storm/hurricane. Events scheduled during a storm/hurricane watch or warning issued for Monroe County or other act of God will be cancelled. The Renter may select an alternate available date on which to hold their event at the Preserve. If the Renter chooses to fully cancel their event due to its closing by a storm/hurricane watch or warning, a refund of monies paid to the Renter will be granted upon written notification of cancellation by Renter to the Preserve.

20.4.2. The Village shall not be responsible for any costs (rentals, catering, etc.) resulting from a closure due to inclement weather, including a storm/hurricane watch or warning issued for Monroe County.

20.4.3. Following severe weather or heavy rains, the Preserve may close or restrict the use of outdoor facilities. As a safety precaution, all activities must cease upon the first sound of thunder or sign of lightning. Activities may be resumed only after the thunder has stopped or after a 30-minute delay beyond the last sign of lightning. No refunds are given due to inclement weather unless expressly provided for in this Section.

20.5. To ensure the preservation of the Preserve for future generations, restoration is an ongoing process at the Preserve and may affect the premises. During repair or capital improvement projects, work and equipment, including scaffolding, may be visible and areas may be closed off for safety. While the Preserve personnel will endeavor to keep the premises clean and attractive for visitors and renters during restoration, we do not accept liability for the Preserve's appearance due to restoration work. Staff will inform the Renter in advance if restoration work is scheduled to occur near the planned Rental Space. In the event of emergency, staff may not be able to provide such advance notice. Restoration work is the priority of the Preserve and will not be rescheduled or delayed for the convenience of renters.

20.6. The Village reserves the right to remove from the Rental Space and/or the Preserve any person(s) behaving in a manner considered to be potentially harmful or detrimental to the Preserve, Village employees and/or other event guests.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Rental Agreement to be executed the day and year as first stated above.

ISLAMORADA, VILLGE OF ISLANDS

[INSERT NAME OF RENTER]

By: _____
Village Manager

By: _____
Name: _____
Title: _____

Attest:

By: _____
Marne McGrath
Village Clerk

Witness:

Approved as to form and legal sufficiency:

By: Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Witness:

Addresses for Notice:

By: _____

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: John Quick, Esq.
Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
305-854-0800 (telephone)
jquick@wsh-law.com (email)

Addresses for Notice:

With a copy to:

(telephone)
(email)

EXHIBIT A
RENTAL RATES

1. Any Reservation will be subject to a rental rate of \$300 per Rental Block.
2. The Village Manager may, in its sole discretion, elect to waive the Rental Fee for any non-profit organization wishing to utilize the Pavilion for an environmental education event.

EXHIBIT B
GREEN TURTLE HAMMOCK NATURE PRESERVE
EVENT RULES AND REGULATIONS

The following Rules and Regulations govern all Agreements, unless a Rule or Regulation is specifically waived for an activity, involving Green Turtle Hammock Nature Preserve (the “Preserve”).

SITE RULES

- During Preserve hours, 8am-5pm daily, the Preserve will remain open to the public. Members of the public may use the trails, kayak launch, parking, and all Preserve grounds and facilities not specifically reserved by a private renter pursuant to a separate agreement with the Village of Islamorada (“Village”). The renter may not have exclusive access to the Preserve facilities, nor may they have rights to reserved parking beyond the 20 parking spaces allocated to the renter. The Second Floor of the Pavilion is the only area of exclusivity available to a renter.
- The renter shall observe, obey and comply with all of the Preserve “Rules and Regulations” posted on site unless waived in the applicable agreement.
- The use of alcoholic beverages is prohibited unless proof of liability insurance is submitted with Village Temporary Use Permit application.
- Music, including amplification, is permitted, but must adhere to the Village noise ordinance, [Article 18-IV](#).
- Balloons, including helium balloons, are not allowed on the Preserve. Absolutely no confetti, glitter, silly string, or dry rice. Fireworks are not permitted.
- No open flames, grills, chafing fuel cans with wicks, or candles.
- Maximum attendance capacity of 60 people for the second floor of the pavilion must be strictly adhered to and enforced.

SET UP/BREAKDOWN

- Party/Event Host/Hostess must present proof of a valid rental agreement to Preserve staff on day of the Event. renter will be responsible for any temporary greeter(s) or signage directing guests to the event location.
- The renter must furnish all personnel required to perform the approved activity.
- Private vehicles shall be parked in designated areas, identified by Village signs, or existing parking spots, unless specific exceptions are made (such as for food trucks) by Village staff.
- Relocation or rearrangement of the Preserve property will not be permitted unless specifically authorized by the Preserve staff. If the Preserve property is authorized to be rearranged, the renter shall put all items back to their original places before the end of the rental period.
- Placement, relocation, rearrangement, or removal of the renter’s property, owned or hired, may only be done in such a manner as approved by the Village Staff.
- Decorations such as banners and streamers may be used if attached to moveable structures brought in by the renter (i.e. tents, tables, etc.) but cannot be adhered to any Preserve structure.

- Renter is responsible for all event clean up. renter is responsible for ensuring that their contracted caterer is aware of all catering rules and clean-up responsibilities. If renter caters his or her own event, then renter assumes the responsibility of the caterer, and will be held to the same standard as a caterer for-hire. Caterer is responsible for clean up during and after the event. When caterer leaves the Preserve, the facility should look as it did when caterer arrived. If caterer cannot, for any reason, provide full clean up, renter is responsible for returning the facility to the same state it was prior to the caterer's arrival. The Preserve does not provide after-party cleanup service. Failure to adhere to cleanup rules may result in fines, suspension of caterer's privilege of working at the Preserve and/or a loss of the security deposit.

GENERAL

- Reservations may be made for any period that the Rental Space is available but not more than one year in advance and not less than 30 days prior to the planned event.
- All printed promotional materials for public events; including programs, posters and other promotional wording, must be submitted to the Preserve Staff for approval at least one month prior the event. The Preserve must not be cited as a sponsor or host of the event unless authorized by the Village Manager in writing. Copies of all event materials must be given to the Preserve Staff.
- These rules may be amended by the Village and in such event, the amendments shall apply to the renter.

EXHIBIT C
APPLICABLE FOR NONGOVERNMENTAL ENTITIES

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____

(“**Vendor**”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____