



# IRC PUBLIC SHOOTING RANGE

10455 102<sup>nd</sup> Terrace, Sebastian FL 32958  
(772) 226-3091



## FACILITY RESERVATION AGREEMENT

Name of Group:

Contract Person(s):

Email:

Mailing Address:

Phone  
Number:

Date(s) of  
Reservation:

Event Time:

Load In  
Date/Time:

Load Out  
Date/Time:

Rental Area(s):

Estimated # of  
Participants:

Brief Description of Event:

### Staff Use Only

FACILITY / PROPERTY RESERVATION FEE:	<u>Reservation of:</u>	
RANGE/OTHER FEE:	<u>Reservation of:</u>	
SET UP/TAKE DOWN		
6.5% SALES TAX:		
<b>Rental Agreement Sub-Total:</b>		
<b>*RESERVATION DEPOSIT (25%):</b>	<i>*Required to Reserve Room/Area and due upon Agreement signing.</i>	
<b>*DAMAGE DEPOSIT:</b>	<i>*Fully refundable with no additional charges and no damage.</i>	
<b>TOTAL DUE:</b> <b><u>Month, Day, Year</u></b>	<b>Reservation Agreement GRAND TOTAL:</b>	



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### **IRC PUBLIC SHOOTING RANGE** **DAMAGE DEPOSIT**

To ensure that your Damage Deposit is returned, the following requirements must be met;

- ❖ Removal of ALL personal property from the facility at the end of the event.
- ❖ Place trash/debris in trash bins provided by staff.
- ❖ No damages to room, furnishings or equipment.

Please note that failure to comply with the policies will result in the loss of the Damage Deposit. Occupying the facilities in excess of the times stated on the reservation agreement will result in a charge of the hourly rate for the additional time or the loss of your deposit, whichever is greater.

**\*The Damage Deposit is refunded and mailed to the Applicant within thirty (30) business days following the Event. Refunds paid by check will be issued to the account holder. \***

### **RESERVATION AGREEMENT TERMS**

1. No room/area shall be considered “reserved” until a signed Agreement and 25% deposit are received.
2. Reservations are finalized upon receipt of the event permit which allows the activities outlined in the Reservation Agreement.
3. A Damage Deposit will be required for some reservations. Final payment, along with the damage deposit (if required) is due at signing. Reservations made less than thirty (30) days will require full payment of all fees.
4. No Agreement shall be valid unless it is signed by the designated Indian River County Parks, Recreation and Conservation Department approved staff member.
5. Agreements for groups composed of minors will be issued only to an adult. All events with minors require adult supervision throughout the reservation period.
6. No tickets, for any event, shall be sold at the door and no admission charges shall be made except as authorized by the Agreement. The Applicant shall provide to the County information as to the total attendance at 30, 15, 7 and 3 days prior to the Event. The County reserves the right to cap attendance depending on the capacity of the Premises and the Shooting Range or because of law enforcement, sanitation, traffic control or due to other public safety issues.
7. Applicant shall maintain the reserved area in a safe, clean and attractive condition. At the end of the event, the area shall be in a substantially same condition as it was at the beginning of the event.
8. Applicant shall not exceed the posted occupancy of the reserved area.
9. Cooking indoors is strictly prohibited.
10. Applicant shall not make any alterations or improvements to the reserved area or any portion of the Shooting Range. This includes moving or removing, chairs, tables and any other equipment to any other area of the Shooting Range without approval from County staff.
11. Applicant shall remove any decorations and/or equipment at the end of the event.
12. Applicant agrees to accept premises in an “as is” condition.
13. Applicant acknowledges responsibility for the conduct of participants and guests attending the group’s activity.

Applicant Initials \_\_\_\_\_  
Public Shooting Range Reservation Agreement



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14. Applicant conducts all events at their own risk.
15. Agreements are non-transferrable.
16. A 15-day notice must be given to reschedule or cancel, in order to receive a refund on the reservation deposit. If cancellation notice is not provided prior to the 15-day period, the reservation deposit will be forfeited.
17. Rescheduling will only be allowed once and must be rescheduled a minimum of 15 days in advance. More than one rescheduled reservation requires cancellation of the exiting Agreement. The Applicant will only be reimbursed if the cancellation occurs before the time frame listed above.
18. Indian River County accepts cash, check, VISA, MasterCard and Discover as forms of payment.
19. The serving and consumption of alcoholic beverages is strictly prohibited under this Reservation Agreement/Contract and grounds for dismissal of the event including the loss of the Damage Deposit.
20. All Range Rules and County Code 205 apply to this reservation agreement unless otherwise specified in the Reservation Agreement.
21. Undisclosed or unpermitted activities or hours shall void this Agreement. The Event shall be used for no other purpose whatsoever, unless prior written approval is requested in writing by Applicant and given by the County which approval shall be subject to availability but not be unreasonably withheld, conditioned, or delayed so long as such request is submitted at least 90 days prior to the beginning of the License Duration.
22. The Damage Deposit will be refunded upon staff's review of the condition of the reserved area. The Damage Deposit refund will be issued to the Applicant in the form of a check. The check will be issued and mailed to the person who issued the check. The check will be mailed within thirty (30) business days.
23. Applicant's failure to make any of the payments required hereunder in a timely manner shall constitute a material breach and shall result in the immediate termination of this Reservation Agreement. All fees, costs and expenses, including, without limitation, attorney's fees, incurred by the County in the collection of any payment due hereunder shall be reimbursed by Applicant.
24. Applicant acknowledges that the County may immediately terminate the Event if the National Weather Service issues a severe weather warning, or imminent severe weather conditions develop in the area indicating a risk to public safety, or a state of emergency has been declared. Applicant hereby waives any rights and all claims for damages against the County that may result from the exercise of the rights reserved herein.
25. The County and its officers, agents and employees engaged in the operation and maintenance of the Premises reserve the right to enter upon and to have free access to the Premises at any and all times, which reservation is hereby acknowledged and agreed to by Applicant.
26. Any notice, request, instruction, demand, consent or other communication required or permitted to be given under this Reservation Agreement shall be in writing and shall be given in writing and delivered by email to: [jseldes@indianriver.gov](mailto:jseldes@indianriver.gov)
27. Applicant acknowledges receipt of and agrees to comply with the Shooting Ranges' Rules and Regulations which are attached hereto as Exhibit B and incorporated by reference.
28. Animals are permitted onto the Shooting Range property during an event with prior approval of Range Manager, unless they are considered a Service Animal (no prior approval needed). The Americans with Disabilities Act (ADA) 2010 Regulations define a service animal as "any dog that is individually trained to do work or perform tasks for the benefit of an individual



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with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition." C.F.R. § 35.104 and § 36.104 (2010). This paragraph does not apply to organizations hosting animal events. Indian River County Code of Ordinances also states: "*Dogs prohibited.* No dogs are allowed in any park or recreational facility unless specifically posted as allowable by the department. (205.3 paragraph 22). The Promoter/Organization/Renter is wholly responsible for any incidents and waste removal that occur during the event that involve non-service animals that were allowed on the property during their event.

29. County and Applicant retain all television, film, recording and licensing rights as to any Event that takes place in or on the Premises, provided such is permitted within the Artist Contract. County will coordinate such recordings with Applicant's marketing representative. In the event of artist recording restrictions, Applicant shall request the right to allow the County to take generic production and still photographs of the Event.
30. At least 15 days prior to the use of the Shooting Range, the Applicant shall, without limiting Applicant's liability submit certificates of insurance naming "Indian River County, FL" as additional insured and shall procure and maintain at Applicant's sole expense, General Liability insurance with a limit of \$1,000,000 per occurrence and \$1,000,000 aggregate. The County Risk Manager reserves the right to amend coverage limits based on reservation activities.
31. Applicant is responsible to submit proof of tax-exempt status, and 501(C)3 (Not for Profit) status, if claiming, with this application.
32. All guests must be registered and/or have a signed safety waiver on file at the time of the reservation.



## RESERVATION AGREEMENT



TO INDIAN RIVER COUNTY: In consideration of the opportunity afforded to me and/or my group, I, the undersigned participant, freely agree to and make the following contractual representations and agreements.

I, the undersigned participant, do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury that may occur as a result of my and/or my group's use of the **Indian River County Shooting Range** identified herein during the time period I and/or my group are using same and further agree to release, waive, discharge, and covenant not to sue Indian River County, its officers, agents, employees, and volunteers (all for the purposes herein referred to as "Releases") from any and all liability or claims that may be sustained by me or a third party directly or indirectly in connection with, or arising out of, the use of the **Indian River County Shooting Range** as described herein, whether caused in whole or in part by the negligence of Indian River County or the Releases.

I further agree to indemnify and hold harmless the Releases with respect to any and all fees, costs, expenses, and attorney's fees arising out of or in connection with my and/or my group's use of the **Indian River County Shooting Range** as described herein.

I agree that I have read this form, fully understand its terms, and understand that I, or anyone who may claim to have rights on my behalf, have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that, if any portion of this contract is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

This acceptance is on behalf of all persons in the group with me. If the rules are violated this permit may be revoked and future permission may be refused. Permit holder is responsible for the conduct of all persons in the group.

I agree that I am 21 years of age and will be present during the period stated on this permit.

**IN WITNESS WHEREOF**, the parties, by and through their authorized representatives' signatures below, do hereby execute this Reservation Agreement.

Applicant Printed Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Jerrold Seldes, Range Manager

\_\_\_\_\_  
Date