



# Civic Center Rental Policies

Town of Jupiter Recreation Department

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Town of Jupiter  
2021 Rental Policies for Use of the Jupiter Civic Center

This application is made with the express understanding that any lease issued shall be subject to the following terms and conditions, which are made a part hereof:

### Purpose of Lease

To provide Town policies and procedures for the rental of the Civic Center. The rules, policies and rental procedures contained herein may be changed without notice by the Town of Jupiter. Updated lease will be effective immediately and will apply to all existing and future reservations on or after updated date.

### Applicant Qualifications (Who Can Rent)

Applicants are EXCLUSIVELY responsible for all aspects of the rental including, but not limited to, permits, payments, communications, key pickup and key return. The below eligible applicants will be collectively referred to henceforth as applicant(s).

Eligible applicants must be at least 21 years' old and:

1. An incorporated Town of Jupiter resident that pays taxes to the Town of Jupiter
  - A. REQUIRED: Proof of residency requirements include both items below:
    - i. Must submit current driver's license or State issued identification card AND
    - ii. Current utility bill matching name/address on driver's license or identification card
    - iii. These items must be [emailed](#) prior to submitting a facility usage permit.
2. Incorporated Jupiter Civic/Non-Profit Groups must have a resident member sponsor their rental and submit permit on the Civic Group and/or Non-Profit group's behalf. Rental must be organization related, not able to sponsor private functions
  - A. REQUIRED: Same as incorporated Jupiter resident in addition to the Incorporated Jupiter Civic/Non-Profit by-laws or Non-Profit designation paperwork from the State of Florida.
3. A Palm Beach County School within Town of Jupiter, school purposes only, not able to sponsor private functions
  - A. REQUIRED:
    - i. Principal/Assistant Principal must either sign lease or submit written confirmation that event is school related
4. A governmental agency, government purposes only, not able to sponsor private functions
  - A. REQUIRED:
    - i. Director or department head must submit written confirmation that event is sponsored by agency

### Permits vs. Reservations

Jupiter Civic Center reservations are managed through a permitting process. A permit is technically a "request" to have an event at one of our rental facilities. Permits make sure the applicant meets all rental requirements before the reservation process begins. If you have rented a Town of Jupiter facility or have registered for a class or program with the Town of Jupiter in the past 10 years you will probably already have an account with us.

1. There is no charge to submit a permit request.
2. Submitting a permit does NOT automatically confirm a reservation.
3. Calendar availability does not reflect any pending permits or maintenance closures.
4. Reservation Window: Permit must be submitted at least 11 days prior to but not more than 365 days before rental date.
5. Town facilities are not to be used as a way to gain direct or indirect monetary benefit to any person, business, or any group other than 501(c)3 organization fundraisers.
6. A resident is limited to no more than 2 reservations per month, per account (or per household) for all Town of Jupiter facility rental locations combined. (includes Civic Center, Old Town Hall and Community Center)
7. Facilities are not available for rent on Wednesdays or the following holidays, but not limited to: New Year's Day, MLK Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Veteran's Day, Thanksgiving Day and weekend, Christmas Eve, Christmas Day and New Year's Eve.

### SUMMARY of Permit Process:

Read the Civic Center Lease as Permits that do not meet rental requirements will be deleted. Be sure your account email is correct, up to date and checked frequently. To keep permits moving deadlines must be met or your permit may be cancelled. Please allow 3-5 BUSINESS days (which excludes weekends) for staff to contact you.

1. Applicant [emails](#) required documents prior to submitting permit. Permits will be deleted if resident ID documents have not been received prior to permit submittal.
2. Go to the [Online Recreation Portal](#) to create an account or sign in

3. Applicant completes and submits permit
4. Upon residence confirmation, applicant receives email detailing online payment instructions through the online portal
5. Once payment is received, permit is confirmed as a reservation and appears on the online calendar

## Purpose of Rental

Renting of the facility is intended for recreational and leisurely activities only. It is not the intention of the Town for the rental to be used as a way to gain direct or indirect monetary benefit to any person, business, or group, other than for 501©3 charitable causes. All applicants may be denied the rental of the facility for good cause by the Town.

## Rental Fees

Complimentary rentals are being re-examined on a case by case basis. Waiver of rental fees must be approved by the Town Manager.

- In Season Rental Fee | November – April | \$490 per day, (including tax \$521.85)
- Off Season Rental Fee | May – October | \$390 per day (including tax \$415.35)
- Security Deposit | All Rentals | \$700

## Payment

Once permit is approved full payment (rental fee + security deposit) is required within 48 hours of e-mail. Reservations are not confirmed until payment has been received. Payments will not be accepted over the phone or in person. Payment will only be accepted from the applicant via online by MasterCard, VISA, and AMEX.

## Rental Hours (9 AM – Midnight)

This is the earliest you can enter the facility and latest you can use the facility on your permitted day. You may not access the Civic Center prior to 9:00 AM and you do not have access to the facility after 11:59 PM on your *permitted* date. *There are no exceptions to this time frame and includes fund raising events, so please plan accordingly.* Failure to comply will result in security deposit deductions if you enter the facility prior to 9 AM or are not cleaned up and out of the facility by 11:59 day of your rental. Consecutive 2-day rentals must adhere to the same access hours on both rental days.

- You will be required to list the below details regarding hours of usage on your permit. While we agree that 9:00 AM/11:59 PM are the earliest/latest you can use the facility; the below time information is specifically needed for inter-agency reporting. Permits that indicate 9 AM-11:59 PM with no distinction between guest arrival and departure, will automatically be delayed. Be prepared to answer the following:
  - a. What time will *you open the facility for set up?*
  - b. What time will *your guests be arriving?*
  - c. What time will *your guests be leaving?*
  - d. What time will *your clean-up end/leave the facility?*
- You may update these times within 31 days prior to your event. Please contact the Jupiter Community Center at (561) 741-2400 or [email](#) us to make any changes.

## Security Deposits

The security deposit fee is a separate, refundable security deposit payment that must be made by the applicant, incorporated Jupiter resident. The \$700 security deposit payment is due at the time of purchase and will be refunded back to the original credit card minus a \$25 processing fee. Security deposit refunds will be processed within 7-10 days of key return. NOTE: Cleaning deductions/lease violations will delay your security deposit refund.

## Cleaning, Damages, Repairs & Deductions

The Applicant is solely responsible for cleaning the facility before leaving the premises. Applicant's \$700 security deposit will be deducted or withheld in its entirety if staff determines that a rental resulted in lease violations and/or damage to the facility and grounds. Assessed damage fee deductions are non-negotiable and can be found on the Jupiter Civic Center website. While the facility is subject to inspection at any given time, it will also be inspected in the early morning hours after each rental by a Town of Jupiter employee to ensure:

1. ALL cleaning requirements have been met as outlined in the Compliance, Waiver and Key Return document.
2. The chairs and tables are clean and stacked in groups of 10 along the south wall of Civic Center.
3. All equipment, decorations, food, drinks, etc., are removed from the building unless you have it rented for the next day.
4. All assessed deductions are non-negotiable and will be final.
5. Pictures will be taken of any violations.
6. All trash receptacles have been emptied into the parking lot dumpster. Do not leave garbage cans/bags on deck or outside of Civic Center overnight.

7. Appliances and restrooms are clean.
8. Floor is swept including restrooms and behind bar.
9. All doors and shutters are locked and secured.
10. The Applicant has fully vacated the facility.  
If you do not have a consecutive day rental, under no circumstances are you to leave the facility without cleaning and totally removing everything related to your event - even if the facility is not rented the next day.
11. No damage/vandalism as a result of the Applicant's rental. The Town reserves the right to retain all or part of the deposit should it become necessary to clean and repair damages.
12. The facility is ready for the next rental.

## Cancellations and Date Changes

Applicants can cancel online or make one date change up to 31 days before rental date and will be charged a 15% surcharge unless change/cancellation is mandated by the Town of Jupiter. Both changes and cancellations are prohibited within 30 days of rental.

## What's Included with Your Rental

The appliances, chairs and, tables are checked weekly and after each rental. The Town will not refund any portion of rental fees if appliances are not working. For an accurate count of tables and chairs, it is recommended that you visit the building the Wednesday prior to your event from 12:30-1:30 PM.

Included:

1. Approx. 14 – 5' Round Tables
2. Approx. 6 – 6' Rectangular Tables
3. Approx. 100 chairs
4. 2 Standard Refrigerators
5. 1 Freestanding Range (See catering)
6. Commercial Ice Machine
7. Separate Male/Female restrooms
8. Beach Access (But not private)
9. 6 ceiling fans
10. 1 large wall exhaust fan
11. Not Permitted: A/C (Portable a/c equipment is NOT permitted on site.), bounce houses, over night parking, rental of chairs or tables
12. Not Provided: Cleaning supplies and/or cleaning services, Wi-Fi. exterior water access, i.e. hose/hose bib

## Rental Equipment

Failure to completely vacate the facility on your rental date by midnight WILL result in total loss of your \$700 security deposit. The rental of equipment, including tables and chairs, is not permitted. If applicant is in violation and rental equipment is found by staff the following day, applicant will forfeit the entire \$700 security deposit. If the facility does not meet your needs as is, please do not rent it. In addition, portable cooling and/or heating units are NOT permitted.

## Keys (Pick Up & Return)

Each rental will have their own, unique set of Civic Center keys. Key pick-up and key return will be located at the Jupiter Community Center, 200 Military Trail, within normal operating hours. Normal operating hours are Monday-Friday, 8:00 AM-8:00 PM; Saturdays, 8:00 AM-4:00 PM, Closed Sundays. Holiday and summertime operating hours may vary. Please make note of any holidays or adjusted hours that may prevent you from picking up and/or returning the key. Please do not hesitate to contact the Community Center at 561-741-2400 or [email](#) us.

1. Key Pick Up for all Rentals: (See times above.)
  - a. Keys may be pick-up the day before, or on the day of, the rental – except Sundays.
  - b. Sunday rentals must pick up keys on Friday or Saturday.
2. Key return for all rentals
  - a. Key return is the next business day after your rental, see hours above. If the following business day(s) is a Town holiday, then the next business day applies.
3. Failure to return the keys within the specified time frame above will result in a penalty of \$20 per day and will be deducted from your security deposit refund. If there are extenuating circumstance please contact us at (561) 741-2400 or [email](#) us.
4. If keys are lost, a standard \$300 replacement fee will be deducted from the \$700 security deposit. This fee covers staff time; locksmith labor costs and all lock and duplicate key set replacements.

## Alcoholic Beverages/Littering/Glass Containers

Alcoholic beverages are permitted inside of gated Civic Center area in paper, plastic or aluminum containers, however, due to the environmentally sensitive area around the Civic Center and Town Ordinances glass bottles, containers and littering are prohibited.

## Decorations

We are extremely lucky to have a facility that is located directly on the beach. Other than a few restrictions, this historical facility is a flexible and affordable location while still being able to accommodate a wide range of ideas, set ups and styles. Therefore, it is extremely important for everyone to do their part and remove all decorations completely including nails, tacks, pins, tape, fishing line, etc. The Town of Jupiter reserves the right to amend these rules at any time.

Decorating restrictions are as follows:

1. The rental of tables and chairs, in addition to or in place of, is not advised at this location. (see #3 below)
2. All rentals at the Civic Center, including 2 consecutive day rentals, CAN BEGIN, INCLUDING SET UP, NO EARLIER THAN 9:00 AM and must end, including clean-up, NO LATER THAN Midnight. No exceptions to this time frame so plan your event accordingly. Failure to comply will result in security deposit deductions.
3. Everything (decorations, equipment, food, cakes, drinks, etc.) *MUST* be removed from the Civic Center and premises before you leave on your permitted date unless your permit is for 2 consecutive rental days. This will be enforced even if the facility is not rented the following day. *Failure to comply WILL result in total loss of your \$700 security deposit.*
4. The use of balloons in Carlin Park is PROHIBITED.
5. *Palm Beach County Sea Turtle Protection Ordinance*  
Each year beginning March 1st and running through end of October, sea turtles come ashore to lay eggs on Palm Beach County's beaches. Unfortunately, artificial lighting visible from the beach often causes sea turtles to become disoriented, preventing them from finding their way back to the ocean. As a result, *under no circumstances* should the applicant add lighting to the Civic Center that can be seen, directly or indirectly, from the beach. This includes interior lighting as well as exterior lighting in the sea grape area south of the building, along the walkway up to the facility and around the porch. Failure to comply may result in fines from numerous agencies that patrol the beach at night. There is sea turtle compliant lighting up the walkway and around the deck.
6. *Use of Fabric/Material Decoration Restrictions*  
As required by law fabric/material used in public spaces for draperies, curtains, and similar hanging textiles, must be certified as flame retardant with a NFPA 701 certification. In addition, any gathering of material must be less than 12" wide with a minimum spacing of 10' in between gatherings. Decorations/fabric/material must be at a minimum 24" away from any fire sprinkler heads. Do not hang anything directly on fire sprinkler pipes, (thicker pipes running East/West) or block the flow of water from fire suppression equipment.

## Fire Sprinkler Alarm System

The Civic Center is monitored by a fire sprinkler alarm company. If you, or one of your guests, set the alarm off as a result of inappropriate actions you will be charged for the service/monitoring call (\$250 fine) to reset the alarm system. See Decorations and Catering/Cooking on Site Limitations for more specific information.

## Fires on the Beach

Fires are NOT permitted on/in Palm Beach County beaches/parks. This activity is restricted under PALM BEACH COUNTY ORDINANCE 2004-002, Section 6. This includes all parks and beaches in Jupiter, Carlin Park and at the Civic Center.

## Occupancy

There are tables and chairs for approx. 100 guests. When chairs and tables are set up there is little space for additional tables and chairs.

## Public Viewing

Every Wednesday from 12:30 – 1:30 PM is a scheduled public viewing of the facility as well as maintenance and repairs. The Civic Center is not available for rent on Wednesdays. Public viewings maybe be cancelled due to holidays and unforeseen circumstances. Whenever possible public viewing cancellations will be noted on the Civic Center webpage. No reservations are required for the public viewing. You may contact the Jupiter Community Center for up to date information at 561-741-2400, Mon-Fri, 8am-8:30pm, Sat 8am-3:30pm.

## Fundraisers

Only groups listed here may receive any type of benefit in connection with fundraising activities/events held at a Town facility, either in the form of direct/indirect monetary gain, trade, discounts and/or any other goods or services. Jupiter based non-profits with a 501(c)3 status, Jupiter based public schools and governmental agencies will be permitted to host fundraising events at the Jupiter Civic Center.

1. Civic and Non-Profit groups must have an incorporated Jupiter resident reserve the facility.
2. All facility fees, rules and rental policies apply to all fundraising events and are subject to security deposit deductions.
3. All 501©3 organization must submit State of Florida 501©3 paperwork and [Fundraising Affidavit](#) within 5 days of submitted permit date. Paperwork can be [emailed](#), fax to: 561-745-1533 or submitted [online](#).
4. All fees apply unless specifically waived by the Town Manager and/or the Town Council.
5. Fundraising requests from individuals not associated with a Non-profit group, will not be permitted.
6. If your event is open to the general public, then the 501©3 organization must provide a certificate of insurance (COI) specifically naming the Town of Jupiter, 210 Military Trail, Jupiter, as additionally insured on the insurance certificate.
7. Incomplete information will delay the approval/processing of your permit.
8. Dates will not be held more than 7 days without a disclosure form and full payment.

### Food Trucks/Rented Amusements, etc.

Food trucks, rented amusements, etc. are not permitted to operate at the Civic Center or in Carlin Park. This includes bounce houses, dunk tanks, food trucks, etc.

### Hurricanes/Acts of Nature/Pandemic

The Town of Jupiter reserves the right to cancel any rentals due to, but not limited to, any act of nature (i.e. hurricanes, beach erosion, encephalitis, pandemic, etc.). Please keep your contact information up to date as we will communicate any cancel/changes to your email account on file. The Town of Jupiter is not liable for any penalty fees, loss of deposits, etc., incurred by lessee from 3<sup>rd</sup> party vendors in which any acts of nature require an event to be cancelled/rescheduled at the Civic Center.

If your rental date is during hurricane season (June 1st–November 30th) there is a real possibility that your event will be disrupted by a hurricane. (See [Hurricane Brochure](#)) If your reservation is cancelled by the Town of Jupiter, you may either reschedule or receive a full refund *without* penalty.

### Beach & Gate Access

Renting the Civic Center provides access to the beach for a ceremony provided that you do not prevent the public from using the Civic Center beach access point or obstruct the flow of movement by the public already on the beach. While the boardwalk steps and ramp up to the Civic Center is public access, you are permitted to stop the public from making the turn into the Civic Center by posting a sign on the Civic Center side of the boardwalk stating "PRIVATE PARTY." The Civic Center parking lot gate on the north end of the Civic Center parking lot is NOT public access. You do not have access to this gate and is a violation of fire and building codes to access or block this area. Your event will run the risk of being shut down or heavily fined if you are in violation.

### Turtle Season (See Also Decorations)

From March 1st through October 31<sup>st</sup> is turtle season. Under the Sea Turtle Protection Act and Sand Preservation Ordinance (#2009-040) renters are required to reduce impacts of coastal lighting and beach obstructions on sea turtles - this includes: the Town of Jupiter, Jupiter Civic Center AND YOUR RENTAL. Currently available around the Civic Center is low lying, PBC approved low level deck lighting, in compliance with turtle season requirements.

1. Under no circumstances should an applicant add outside/inside lighting to the Civic Center that can be seen directly or indirectly from the beach from March 1-October 31. Failure to comply may result in fines from Palm Beach County Environmental Resources who patrol the beach at night.

### Catering/Cooking on Site Limitations

Per PBC Fire Rescue: cooking, broiling or frying with meats, oils, fats, greases, butters, etc. is strictly prohibited at this location. Please inform caterers that the Civic Center is not equipped with a catering kitchen or any special amenities to accommodate catering needs. It is not intended for caterers to cook an entire meal at this location. Cooking in oven is only permitted with door in fully closed position.

### Parking @ Civic Center

Palm Beach County Parks & Recreation manages Carlin Park and many times during the year large events are booked across the street that may impact parking for Jupiter Civic Center events. For updated information regarding special events in Carlin Park please contact Palm Beach County Parks and Recreation Department's Special Events Division at (561) 547-2173 periodically prior to your event. Since reservations are booked a year in advance, it is impossible to prevent all parking issues at Carlin Park so please note the following:

1. The Applicant accepts this as a known risk in renting the Jupiter Civic Center.
2. The Town of Jupiter & Palm Beach County Parks & Recreation will not be able to designate any special parking for Jupiter Civic Center applicants as all parking in Carlin Park is public parking. However, whenever possible, the shoulders of the road to the north entrance of Carlin Park will be left for Civic Center parking.

3. The Town of Jupiter and Palm Beach County will not be held responsible for refunds, damages, or other hardships incurred by the Applicant as a result of such a conflict.
4. Whenever possible please park in designated parking spaces.
5. Overnight parking is not permitted in Carlin Park.
6. Do not leave valuables in your vehicle. Town of Jupiter is not responsible for vehicle damage or stolen items.

## Liability

Lessee, and all members & guests of the party, will comply with all statutes, laws, ordinances, rules and regulations of the Federal, State, County and Town governments applicable to the use of the facility. Applicant shall indemnify and hold harmless the Town of Jupiter from and against any and all loss, cost, (including statutory liability and liability under Workmen's Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Applicant and all other persons which arise from, or in any manner grow out of, any act or neglect on or about the facilities provided hereunder by Applicant and all members of its party, their agents, employees, customers, invites, contractors and subcontractors.

## Vendors

Applicants may use their own vendors; however, any business/vendor that is providing the applicant with contracted services or products on Town of Jupiter property during the applicant's event is required to register with the JUPITER RECREATION DEPARTMENT at least 60 days prior to the permitted date. There is no fee to become a 'registered Town of Jupiter' vendor however the vendor/business will need a to provide a copy of their current county and/or local city Business Tax Registration and may be required to list the Town of Jupiter, 210 Military Trail, as an additionally insured on a Certificate of Insurance (COI). Vendors will then be added to the registered vendor list potentially increasing business. Please refer all new vendors to the Recreation's vendor registration [website to begin the registration process](#).

Example of when vendor registration would not be required:

1. A cousin is helping out and bringing his cell phone and portable speaker for music at your event
2. Your neighbor offered to take pictures at your event with her camera/cell phone

Example of when vendor registration would be required:

1. You have signed a contract with a caterer to provide services and food at your event
2. You have signed a contract with a party planner/decorator/DJ, etc., that will be at your event

## WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The Town of Jupiter cannot prevent you, your children, other family members, or friends from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Town of Jupiter's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize the Town of Jupiter's services and/or enter onto the Town of Jupiter's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize the Town of Jupiter's services and enter Town of Jupiter's premises. These services are of such value to me, my children, and my family members that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the Town of Jupiter's services and premises in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Town of Jupiter and its officers, directors, managers, officials, trustees, agents, employees, volunteers, independent contractors, participants, insurers, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town of Jupiter's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.