

MEMORANDUM

COMMUNITY SERVICES DEPARTMENT

TO: Mayor and Town Council

THROUGH: Bob Rawls, Interim Town Administrator

FROM: Sharon Kent, Director of Community Services

DATE: April 13, 1999

SUBJECT: Robbins Lodge Review Report

On October 28, 1998 the Town Council adopted the Robbins Park Operating Guidelines for the Lodge and Outdoor Patio, with music not being permitted after dusk and the event terminating at 10:00 p.m. and breakdown being at 11:00 p.m. and no alcohol for a period of six months to be reviewed by the Town Council.

Council directed staff to keep a record of all incoming inquiries for the Robbins Lodge during the last six months, with the restriction of not allowing beer or wine. There have been eight cancellations due to the beer and wine restrictions.

Robbins Lodge or Patio has been used for the following events:

18	Town workshops and Open Space Advisory Committee meetings
2	Weddings
1	School/McFadder
<u>1</u>	Chinese New Year
22	events

The remainder of the current calendar year includes the following reservations:

12	Town workshops and Open Space Advisory Committee meetings
10	Weddings
2	Family reunions
1	Baby shower
1	Graduation party
<u>1</u>	Bar mitzvah
27	events

The attached approved guidelines would need to be revised by a resolution to reflect any changes that the Council may wish to adopt in the current Operating Policy and Guidelines regarding the use of alcohol at the Robbins Open Space Property Lodge.

**ROBBINS LODGE AND ROBBINS PATIO LEASE AGREEMENT
TOWN OF DAVIE, FLORIDA**

THIS AGREEMENT is made and entered into this ____ day of _____, ____, by and between the Town of Davie, Community Services Department, hereinafter called the Town, and _____ herein after called Lessee, whose address is _____

WITNESSETH: That in consideration of the covenants and conditions herein expressed and of the faithful performance of the Lessee of all such covenants and conditions, the Town, does hereby demise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the following facilities:

Robbins Lodge _____ Robbins Patio _____
of the Robbins Open Space Park, located at 4005 Hiatus Road, Davie, Florida. Said facilities are to be used for the purpose of: _____

and for no other purpose without the written consent of the Town endorsed on this lease, for a period of ____ hours/days commencing at ____ m. and ending at ____ m. on the ____ day of _____, _____.

The Lessee agrees to pay the Town of Davie a non-refundable rental deposit of 50% of the applicable rental fee to secure the requested date(s). In the event the aforesated event does not occur on the scheduled date, the deposit shall become the property of the Town of Davie to be applied towards the liquidated damages provided for in paragraph 12 of this lease agreement. If the event proceeds at the scheduled time, the deposit will be applied to the rent. The Lessee agrees to pay the balance to the Town of Davie **fourteen days prior** to the scheduled event. A \$500.00 refundable security deposit is required fourteen days prior to the event.

The rental fee for this period is \$_____.

Non-Refundable Deposit amount \$_____

Balance due \$_____ Received by _____ Date_____

\$500.00 Security Deposit due: \$_____ Received by _____ Date_____

Liquor Liability Insurance Required yes no

Insurance Certificate due by _____ Received by _____ Date_____

1. Such rent is to be payable to the Town of Davie, Community Services Department, 6591 Orange Drive, Davie, Florida 33314. Method of payment: cash, cashiers check, money order or local personal/local company check.

2. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as on the date of the commencement of this lease, ordinary use and wear thereof only excepted.

3. Lessee shall comply with all laws of the United States and the State of Florida, all ordinances of the Town of Davie and all rules and requirements of the police and fire departments and/or other authorities of the Town of Davie. Lessee shall obtain all necessary permits and licenses and will not do or suffer to be done anything on said premises during the term of this lease in violation thereof. Lessee shall immediately desist

from and correct or cause to be corrected any violation immediately upon notification thereof by the Town of Davie or its agents.

4. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town of Davie upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee.

5. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, posters or cards of any description inside or in front of or on any part of said building.

6. Lessee shall not admit to said premises a larger number of persons than the capacity thereof as outlined in the operating procedures attached hereto and made a part hereof.

7. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject any objectionable person or persons from said building and property. The Lessee hereby waives any right and all claim for damages against the Town of Davie.

8. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the sole expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability whatsoever on the part of the Town.

9. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. Lessee shall not use any agent other than electricity for illuminating the demised premises.

10. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose. The decision of the Town with respect to these matters shall be final.

11. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall lessee sublease the premises in whole or in part.

12. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, no rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection therewith, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

13. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.

14. Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of the failure or impairment of the water supply system, drainage system, heating and cooling systems and electric systems, leading to or on the demised premises.

15. In case the said Robbins Lodge or any part thereof shall be destroyed or damaged by fire, water or any other cause, which is not the fault of the tenant, tenant's agents or invitees, or if any other casualty or unforeseen occurrence shall render the fulfillment of the

lease by the Town impossible, including, without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon this lease shall terminate and Lessee shall pay rent for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

16. Lessee will not allow any alcoholic beverages to be sold on the leased premises. Alcoholic beverages are limited to beer and wine and are permitted only inside the Robbins Lodge facility. Alcohol is not permitted on the outside patio area or surrounding property. Lessee shall provide liquor liability insurance naming the Town of Davie as an "additional insured" for any claims that might arise out of Lessee's use of beer and wine on the premises. Insurance documents must be provided to the Town's Community Services Department three (3) days prior to the event. Insurance requirements are as follows: Liquor Liability Insurance - coverage shall provide minimum limit of liability of \$1,000,000 per occurrence.

17. Lessee shall provide liability insurance to the Town if required pursuant to the provisions of Resolution R-94-343, as amended by R-95-29, or as may be further amended from time to time. All policies submitted to the Town shall name the Town of Davie as an additional insured. The lessee shall be responsible to insure the appropriate behavior of all participants in their event and shall not permit drunkenness, disorderly or disruptive behavior. The Town reserves the right to dismiss or expel any person or persons exhibiting these behaviors or any actions detrimental to the Town or to the Town's facilities.

18. Any matters not herein expressly provided for shall be left to the sole discretion of the Town of Davie.

19. All terms and conditions of the written lease shall be binding upon the parties, their heirs, successors, representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

20. Whenever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail, addressed as follows:

To Lessor: Town of Davie, Community Services Department
6591 Orange Drive
Davie, Florida 33314
(954) 797-1145

To Lessee: Name _____
Address _____
City, State, Zip _____
Phone _____

21. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to the Town all the costs in connection therewith including, but not limited to, reasonable attorney's fees whether or not the action or actions proceed to judgment.

22. Lessee understands and hereby specifically agrees that the Town does not furnish any staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.

23. The Robbins Lodge is a smoke free facility. No smoking or open flames are permitted in the building.

24. This lease agreement shall not be recorded among the public records of Broward County, Florida.

25. The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

26. Any claim, objection or dispute arising out of the terms of this lease agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

27. In any litigation between the parties hereto concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.

I hereby understand and agree to the terms put forth in this Lease Agreement:

Today's Date: _____

Print Name: _____

Sign Name: _____

Davie Resident: **yes** **no**

Confirmation: _____ (initials)

For the Town of Davie:

**ROBBINS OPEN SPACE PARK
OPERATING GUIDELINES FOR USE OF THE
ROBBINS LODGE AND OUTDOOR PATIO AREA**

The Town of Davie Robbins Open Space Park is the site of the Robbins Lodge and the Town encourages utilization of these facilities by individuals and groups for gatherings and activities consistent with the character of the Open Space Park.

GENERAL PROVISIONS

The scheduling of events to be held at the Robbins Lodge shall be handled by the Town of Davie Community Services Department. This department can be reached at 797-1145. The use of these facilities shall be through a facility Lease Agreement which provides for a minimum usage timeframe and supplemental extensions at an established hourly rate. All activities including set-up and breakdown are to be included in the contract rental period. Rental fees do not include staff support for the set-up or breakdown of furnishings and equipment. During each event a Town of Davie recreation attendant will be on-site at all times. Robbins Lodge direct phone number is 476-9736, and will be answered during events only.

Event Scheduling:

The Community Services Department maintains a 12 month calendar of activities and will accept reservations for available dates within that 12 month period. Reservations will be held for 14 days to allow the Lessee an opportunity to make the 50% rental deposit, which shall be non-refundable. Failure to satisfy the deposit requirements within the required 14 day period will result in cancellation. In the event the Town of Davie is unable to accept a proposed lease application, the aforementioned reservation deposit will be refunded. Schedule changes will be accommodated within the 12 month activity calendar subject to availability and payment of a \$50 administration fee. Groups, individuals and organizations shall be limited to two (2) rentals within a 12 month period.

Method of Payment:

The final 50% payment is due a minimum of 14 days prior to the Lessee event day. Payments are accepted by cash, money order, Cashier's check or approved credit card.

Operating Times:

All activities and participation within the **Robbins Lodge** shall be limited to the hours of **8:00 am and 11:00 pm** daily. All activities and participation within the **Robbins Outdoor Patio Area** shall be limited to the hours of **8:00 am and 9:00 pm** daily. Activity hours shall include the set-up and breakdown for all activities.

Security Deposit:

The Town is committed to maintaining the highest standards of cleanliness and maintenance of the Robbins Lodge facilities. For all events, the Town will require a \$500 security deposit payable two weeks prior to the event day. This deposit is refundable two weeks after the event, providing the Robbins Lodge and its surrounding property is left in a clean, orderly fashion and free of damage. A walk-through before and after each event will determine if damage has occurred or if additional cleaning is needed.

Tents:

For your convenience, the Robbins Outdoor Patio area has preinstalled anchor points for a potential 25' X 55' or 25' X 35' outdoor tent. The Lessee is responsible for making arrangements with outside vendors for installation and removal. No additional tent anchoring stakes, pins or connections will be permitted beyond those currently provided. All tents and apparatus must be fire and safety rated for the intended use.

Music and Entertainment:

Music, entertainment and sound systems are permitted inside the Robbins Lodge facility and all decibel levels must be maintained at a reasonable level. The determination of reasonable and acceptable sound levels shall be at the sole discretion of the town. All activities within the Robbins Lodge facility shall at all times be maintained at a volume level which results in decibel levels measured at the property line consistent with the Town of Davie noise ordinance. Failure to adhere to standards shall be grounds for termination of the event without refund or redress. Electronic amplified music sound systems are not permitted in the Outdoor Patio Area. All activities in the Outdoor Patio Area shall be limited to a sound level which results in decibel levels measured at the property line consistent with the Town of Davie noise ordinance. Music on the Outdoor Patio Area will not be permitted after dusk.

Safety Regulations:

To ensure the maximum safety and enjoyment for all guests, we request that Lessees familiarize themselves with fire and safety regulations and follow these guidelines. Occupancy of the Robbins Lodge shall not exceed the auditorium design capacity of 110 guests and banquet seating capacity of 80 guests. Occupancy of the Outdoor Patio Area shall not exceed 110 guests. All entrances, exits, aisles and doors must remain cleared and unobstructed at all times. This is a smoke free facility and no smoking or open flames are permitted inside the premises.

Tables and Chairs:

For your convenience the Town provides on-site nine (9) 60" diameter round banquet tables, four (4) 6' long tables, and 110 upholstered stacking chairs. Tables and chairs are not permitted to be removed outside of the building. These furnishings are available to the Lessee with set-up and breakdown the responsibility of the Lessee.

Dancing:

Dancing is permitted in the designated dance floor area only.

Decorations, Signs and Posters:

The Lessee shall not conduct or permit any actions which may injure, mar or in any manner deface the Robbins Lodge or surrounding property. The Lessee shall not conduct or allow alterations of any kind to the building, facilities, or surrounding property. The use of confetti, rice, bird seed or glitter in the Robbins Lodge, facilities or surrounding properties shall not be permitted.

Parking:

Parking is permitted in designated areas only. Deliveries are permitted behind the Lodge.

Food Service:

Food service is permitted in the Robbins Lodge and Outdoor Patio Area. The Robbins Lodge warming kitchen provides a stove, refrigerator and microwave oven. The Robbins Lodge

Patio Area provides a large outdoor barbecue and kitchen, with stove and refrigerator, together with restroom facilities. The Lessee may make private arrangements or secure the services of a commercial caterer of their choice. Commercial caterers must maintain a one million (\$1,000,000) general liability insurance policy for all activities. All kitchen areas, stove tops, counters, sinks and refrigerators must be cleaned after each use. All trash must be removed from the facility at the end of the event and properly stored in the containers provided by the Town.

Alcoholic Beverages:

Alcoholic beverages may not be sold. Alcoholic beverages are limited to beer and wine and are permitted only **inside** the Robbins Lodge facility. Alcohol is not permitted on the Outside Patio Area or surrounding properties. The lessee shall be responsible to insure the appropriate behavior of all participants in their event and shall not permit drunkenness, disorderly or disruptive behavior. The Town reserves the right to dismiss or expel any person or persons exhibiting these behaviors or any actions detrimental to the Town or to the Town's facilities.

Alcoholic Beverage Insurance: (When applicable)

Lessee shall provide liquor liability insurance to protect the Town of Davie, and itself, against any claims that may arise. The Lessee shall provide proof of liquor liability insurance with the Town named as an “additional insured”. Insurance documents must be provided to the Town’s Community Services Department three (3) days prior to the event. Insurance requirements are as follows:

Liquor Liability Insurance - coverage shall provide minimum limit of liability of \$1,000,000 per occurrence.

Ancillary Activities and Services:

The sale or rental of items on the premises of the Robbins Lodge and Robbins Preserve will at all times be under the control of the Community Services Department. Lessee must have approval from the Community Services Department to sell or rent items. Such items must relate to the usage for which the building is rented.

The Community Services Department reserves the right to decline approval for the sale, rental or distribution of items inappropriate to this facility.

GENERAL POLICIES

Obstruction:

No portion of the sidewalks, entries, passages, or ways of access to the premises for the public shall be obstructed or caused to be obstructed by the Lessee, or caused or permitted to be used for any purpose other than ingress and egress to and from the premises. Storage closets and restrooms shall not be used for any purpose other than that for which they were constructed. Any damage resulting from or any misuse of any portion of the facility or equipment of the Robbins Lodge and Robbins Patio, shall be paid for by the Lessee.

Disorderly Behavior:

The Town of Davie reserves the right to dismiss or expel any person or persons from our facilities for disorderly behavior that is detrimental to the Town or Town’s facilities. This includes, but is not limited to, conduct that constitutes safety hazards, physical abuse, and failure to comply with Town rules and regulations. If you are dismissed or expelled from the facility, you will be denied future facility access. The term “disorderly behavior” shall

include disorderly conduct, drunkenness, disruptive behavior, violation of building policy, town, state or federal law, improper conduct of business or any event, or actions which would compromise the safety and or the enjoyment of others.

Rental Access:

The Town of Davie reserves the right to decline rental of the Robbins Lodge or Outdoor Patio Area for any event or activity inconsistent with the character of the Robbins Open Space Park or not in compliance with the operating guidelines or Lease Agreement.

I have reviewed the operating guidelines for use of the Robbins Lodge and Outdoor Patio Area, and agree to the guidelines as stated above.

SIGNATURE: _____

DATE: _____

**TOWN COUNCIL MINUTES
OCTOBER 21, 1998**

Vice-Mayor Cox advised that only beer and wine would be allowed inside the house at a private party. She agreed that the lighting in the area was dark, however, the entrance to Hiatus Road was well lit.

Councilmember Paul advised that Tree Tops Park was considered to be a passive park and it had active pavilions and rental facilities. She said that she understood the residents' concern with the serving of alcohol; however, staff had included the requirement of an additional person on site. Councilmember Paul stated that she would like to see the facility open through the evening but was "this way" regarding the serving of alcohol as she understood an individual's interest in having a champagne toast at an event.

Vice-Mayor Cox suggested there be a trial period of six months to a year with a police officer being required and allowing beer and wine. Then at the end of the trial period, an assessment be prepared on the use of the facility and the use of the facility by Davie residents versus outside residents. She stated that if problems were encountered, the rules could be changed.

Councilmember Bush questioned if the Town could legally limit the types of events that could be held at the facility. Mr. Webber replied that this could be done if there was a reasonable basis but an individual could not be singled out. He stated that the nature of the activity could be controlled and added that restrictions could be addressed. Councilmember Bush suggested that there be limitations and agreed with Vice-Mayor Cox's suggestion of a trial period. Vice-Mayor Cox questioned if the property could be limited to Town residents with Mr. Webber responding that the Town might be able to limit the use of the Lodge to Town residents only.

Councilmember Paul suggested that there be a trial period of six months without alcohol to determine if the property would be rented and if it was feasible. Vice-Mayor Cox stated that her orientation was to make the facility available to the Town's residents for as many functions as possible.

Mayor Venis indicated that beer and wine was not allowed in the Community Room and he thought the policy should be consistent for all facilities. He stated that he would not be opposed to a six month trial period with no alcohol.

Councilmember Weiner stated that he did not have any arguments to music inside the facility but the music outside needed to stop after dusk. He agreed with the recommendation of a six month trial period without alcohol. Councilmember Weiner added that he would like to see the park open until 10:00 [p.m.] and closing down no later than 11:00 [p.m.].

Vice-Mayor Cox questioned that during the six month period, what would be an appropriate level of rental to make any changes. Councilmember Paul responded that the facility being utilized at least once each weekend would be an acceptable level. She added that after the trial period, allowing a champagne or wine toast as part of a catering service on a trial period could be tried.

Councilmember Weiner made a motion, seconded by Mayor Venis who passed the gavel, to approve the operating guidelines with music outside not being permitted after dusk, the event should terminate around 10:00 [p.m.] with breakdown being by 11:00 [p.m.] and no alcohol for a period of six months to be reviewed just prior to the expiration of six months. In a roll call vote, the vote was as follows: Mayor Venis - yes; Vice-Mayor Cox - no; Councilmember Bush - no; Councilmember Paul - yes; Councilmember Weiner - yes. (Motion carried 3-2)