

**Agenda**  
**Bayshore Gardens Park & Recreation District**  
**Policy and Procedure Committee Meeting**  
**Wednesday; September 06, 2023, at 7:00 P.M.**

1. Roll Call
2. Equipment Agreement - New iPads
3. Policy & Procedure - Courts
4. Insurance Special Purpose Charge
5. Hall Contact - 1004HC
6. Screen Room Contract - 1004SR
7. Additional Items as Needed
8. Adjourn

**Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of meeting to ensure that adequate accommodations are provided for access to the meeting.**

**Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.**

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

**Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.**

*Review draft of equipment agreement for Trustee equipment/  
Create Pickle ball and basketball court policy/procedure*

Agenda Item: \_\_\_\_\_ Meeting Date: 09/06/2023

*Edit insurance committee special Purpose and / Edit and simplify 1004HC and 1004 SR for hall and screen room rental*

Type of Meeting: committee Workshop \_\_\_\_\_ Board Meeting \_\_\_\_\_

Motion: \_\_\_\_\_ Discussion:  (check one)

Rationale for Request: \*Equipment agreement needed for new iPads to be issued for Trustees.

\*P&P for new courts that are being installed.

\*Insurance Committee Special purpose form- edit spelling and remove previous Trustee or any Trustee name

1004HC - adjust due dates to match and simplify form and eliminate repetitive data entry and provide all event and Lessee information on front page for ease of obtaining information. Simplify due dates and costs for Lessee and make them easily visible on contract.

Estimated Costs to District: (if applicable)

none

Attachments/Supporting documents: None: \_\_\_\_\_

Draft of Equipment Agreement form.

Board Trustee:  Date: 08/28/2023

Print Name: Cori Howell

Received By:  Date: 8/28/23

BAYSHORE GARDENS PARK AND RECREATION DISTRICT BOARD OF  
TRUSTEE EQUIPMENT AGREEMENT

Name of Trustee: \_\_\_\_\_

Seat position: \_\_\_\_\_

Committee: \_\_\_\_\_

Trustee Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Equipment information

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Serial number: \_\_\_\_\_

Additional description or equipment accessories: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TERMS: By signing this form, I, the trustee, acknowledge the equipment above is in good working order and that I agree to the following terms:

- A) The equipment is to be used strictly for BGPRD purposes only.
- B) If the equipment is damaged (excluding normal wear and tear), lost or stolen outside of district premises I am responsible for any repair or replacement costs
- C) Upon separation from BGPRD Trustee position, I will return the equipment in good working order. If I fail to return the equipment upon separation, or if it is damaged (excluding normal wear and tear), I understand I will be held liable for repair or replacement of the above device.

Trustee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

District Manager Name: \_\_\_\_\_

District Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Equipment Agreement BGPRD

## INSURANCE COMMITTEE SPECIAL PURPOSE

A record shall be kept of all meetings of the board of trustees and in such meetings, a concurrence of the majority of said trustees shall be necessary to any affirmative action taken by the board. Said trustees may adopt such rules and regulations, not inconsistent with any portion of this act, or chapters 189 and 418, Florida Statutes, as they may deem necessary or convenient in and about the transaction of the business of the board and in carrying out the provisions of this act.

Bayshore Gardens Park and Recreation District on July 28, 2021 in a publicly noticed Board of Trustee meeting created a Special Purpose committee to be chaired by a Trustee, Barbara Greenberg. Members of the Committee shall be appointed by the Chairman of the Board of Trustees at a Board of Trustee Meeting, minimum of two residents. Trustee Committee Chairman may bring forward candidates for appointment to the committee. This is a fact finding committee only.

The Committee shall meet in the Recreation Center. The meeting must be properly noticed in the Bradenton Herald and the Official website; dates should appear in the Banner when possible. The agenda must be submitted to the office at least 8 days prior to the meeting and minutes must be taken and submitted to the District office. The agenda must be posted on the official website for the district. The committee must have the chairman and at least one member of the committee for a quorum. The committee has no authority to enter into agreements for the District.

The committee is charged with the following duties and responsibilities:

1. Research the insurance options for the District
2. Meet with insurance specialists in a public meeting to gather information
3. May review and recommend additional options for the protection of the District.
4. Prepare and present options to the Board of Trustees for consideration.

Residents are encouraged to volunteer for this committee and may come forward at any Board of Trustee meeting or contact District office with your intent for appointment to this committee. Everyone is welcome to attend committee meetings.

Committee is dissolved upon submission of recommendations to the Board.

This Contract is entered into between BAYSHORE GARDENS PARK AND RECREATION DISTRICT and \_\_\_\_\_ Lessee, dated \_\_\_\_\_.

Lessee, in consideration of the agreements and covenants to be performed by the parties, agrees to the following terms:

- 1. RENT: Lessee shall pay Bayshore Gardens rent (SEE FEE SCHEDULE) in the amount of \$\_\_\_\_\_ (includes sales tax) no later than 15 days prior to the date of activity set forth in section 3.
- 2. SECURITY DEPOSIT: Lessee shall pay a security deposit of \$250.00 / 500.00 (circle one) due at the time of booking and is non-refundable in cases of cancellation of event less than 14 days of the event. After Lessee leaves, the premises shall be inspected. If no violations are found the Lessee will receive a refund of security deposit within 14 working days of the final inspection.
- 3. USE: Lessee agrees to use the Hall for the general purpose set forth below and will abide by all rules and shall end no later than 10 P.M. Lessee agrees that Lessee will be present at function and will not sublet.

**MAXIMUM CAPACITY 224**

**NO ACCESS TO FACILITY PRIOR TO NOON WILL BE GRANTED EXCEPT THE DAY BEFORE THE EVENT IF NO OTHER EVENT SCHEDULED FOR THAT DAY AND PAYMENT MADE IN ADVANCE.**

- Type of Activity: \_\_\_\_\_ Number Attending: \_\_\_\_\_
- Date of Activity: \_\_\_\_\_
- Cater Used: Yes: \_\_\_\_\_ No: \_\_\_\_\_ (Attach Copy of Caterer's License)
- Kitchen Used to Reheat Food: Yes: \_\_\_\_\_ No: \_\_\_\_\_
- Lease Commences \_\_\_\_\_ o'clock and ends \_\_\_\_\_ o'clock. (6 hours Price \$\_\_\_\_\_)
- Additional Hours Requested: Number of Hours: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_  
At \$\_\_\_\_\_ Per hour \$\_\_\_\_\_

**Event Total Hours:** \_\_\_\_\_

**Event Total \$** \_\_\_\_\_

4. LESSEE'S RESPONSIBILITIES: Lessee shall leave the Hall in the same condition as found (see 5 below). Failure to do so may result in forfeiting some or all of Lessee's security deposit. If Lessee fails to show up at the scheduled time without at least 30 days' notice, Lessee shall forfeit all rent and deposits paid to Bayshore Gardens. Lessee must vacate the facility at the time specified above. Lessee must be present at all times during the event.

5. LOSS OR DAMAGE: If any portion of the premises or equipment is damaged by any act, omission, or negligence of Lessee. (Includes leaving the kitchen clean), Lessee shall forfeit their deposit and pay to Bayshore Gardens upon demand a sum equal to the cost of repairing and restoring to the condition when Lessee took possession.

6. PERSONAL PROPERTY: Bayshore Gardens shall not be responsible for any loss or damage to personal property of the Lessee, or any property caused to be brought in by lessee.

7. LIABILITY: The work, services, or activity to be performed in the Hall under this contract will be performed entirely at the risk of Lessee who will carry any necessary or applicable liability insurance, liability insurance in the amount of 1 million dollars with Bayshore Gardens as the certificate holder. If alcohol is served there must be an endorsement on the policy. The insurance certificate must be provided to the District at least 14 days prior to the event. Lessee agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this Agreement. Furthermore, Lessee shall protect, maintain, save, and hold harmless Bayshore Gardens Park and Recreation District and its officers, agents, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the Property of the District.

8. BAYSHORE GARDENS shall provide lessee with access, use and enjoyment of the Hall during the time set forth in section 3 and shall ensure that the reservation is clean and all systems, such as lighting, air conditioning, and any sound equipment, are functional on the date of the activity set forth in section 3. Bayshore Gardens will set-up tables and chairs per your drawings which must be submitted seven (7) days prior to the event. Rental agreement is for 6 consecutive hours for each event which includes set up and tear down time. Additional hours may be contracted for in advance.

9. BAYSHORE GARDENS will issue a FOB/Key for an additional fee of \$40.00 to residents and \$80.00 to non-resident lessee's that is refundable after FOB/Key is returned and inspection complete. The lessee shall be provided contact information should Lessee need assistance. Delivery arrangements are to be made with the District Office seven (7) days in advance for delivery access to Recreation Center.

10. I understand that security cameras are in use.

11. The Screen Room may be added to this contract for an additional fee. (See rate schedule) The total capacity for event remains at 224.



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## ADDENDUM A

### HALL RULES

1. Shall not exceed maximum capacity 224. Addition of the Screen Room for the event does NOT increase the capacity for the event. The total capacity for the event remains at 224 with Screen Room.
2. All Music shall end at or before 10:00PM
3. Everyone must be out of the hall by 11:00PM
4. Ovens and Microwaves are to be used for heating purposes only
5. No glass bottles outside of bar area
6. Smoking Prohibited in the Facility
7. Kitchen and appliances must be left clean. (See contract for penalties)
8. All decorations must be removed from the facility. Trash to be placed in bins
9. Only masking tape or painters' tape may be used for decorations no tacks or nails permitted
10. Ice sculptures not allowed. Coolers must be placed on rubber mats
11. No open flame or fireworks, EXCEPTION: Sterno's may be used for food line
12. Chairs are to be pushed up to tables when you leave
13. NO UNLICENSED FOOD VENDORS ON THE PREMISES
14. NO food preparation or serving other than inside the Recreation Hall
15. No access to the Hall prior to the time on the contract. **No access prior to Noon.**
16. You may take possession of the facility at the lease time on the contract and must vacate at the end of your specified contract time. (Additional hours or portions thereof will be withheld from your deposit).
17. No subletting of the Recreation Hall. Lessee must be present at all times during event.

I have read the rules above and will adhere to the rules. Failure may result in my security deposit being withheld. (Copy to file)

\_\_\_\_\_  
Date of Event

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

Approved: 4/17/18 *Sharon Denton, Chairman*  
Revised: 10/16/18 Revised: 1/15/19 Revised: 8/25/21  
Effective: 4/17/18



***LEASE SCREEN ROOM RESIDENTS ONLY/EXCEPT WHEN IN CONJUNCTION WITH HALL CONTRACT***

This Contract is entered into between BAYSHORE GARDENS PARK AND RECREATION DISTRICT and \_\_\_\_\_ Lessee, dated \_\_\_\_\_ a resident of Bayshore Gardens.

Lessee, in consideration of the agreements and covenants to be performed by the parties, agrees to the following terms:

- 1. **RENT:** Lessee shall pay Bayshore Gardens rent in the amount of \$\_\_\_\_\_ (includes sales tax) no later than 15 days prior to the date of activity set forth in section 3.
- 2. **SECURITY DEPOSIT:** Lessee shall pay a security deposit of \$\_\_\_\_\_ due at the time of booking and is non-refundable in cases of cancellation of event less than 14 days of the event. After Lessee leaves, the premises shall be inspected. If no violations are found the Lessee will receive a refund of security deposit within 14 working days of the final inspection.
- 3. **USE:** Lessee agrees to use the Screen Room for the general purpose set forth below and will abide by all rules and shall end no later than Sunset. Use of the Screen room is limited to a 6-hour period which includes set up and tear down. Lessee may pay an additional charge for additional hours (SEE FEE SCHEDULE). Lessee agrees that Lessee will be present at function and will not sublet.

**MAXIMUM CAPACITY 30 EXCEPT WHEN COMBINED WITH HALL CONTRACT**

- Type of Activity: \_\_\_\_\_ Number Attending: \_\_\_\_\_
  - Date of Activity: \_\_\_\_\_
  - Start Time of Activity: \_\_\_\_\_ (Including set up and tear down)
  - End Time of Activity: \_\_\_\_\_
  - Additional number of hours requested: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_
- (Must be out of facility at Sunset)**

4. **LESSEE'S RESPONSIBILITIES:** Lessee shall leave the Screen Room in the same condition as found. Failure to do so may result in forfeiting some or all of Lessee's security deposit. If Lessee fails to show up at the scheduled time without at least 14 days' notice, Lessee shall forfeit all rent and deposits paid to Bayshore Gardens.

5. **LOSS OR DAMAGE:** If any portion of the Screen Room, or its equipment is damaged by any act, omission, or negligence of Lessee. Lessee shall pay to Bayshore Gardens upon demand a sum equal to the cost of repairing and restoring to the condition when Lessee took possession.



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## ADDENDUM B

### SCREEN ROOM RULES

1. No open flame cooking/heaters in Screen Room and outside at least 10 feet away from structure
2. No candles may be used unless fully contained, including flame, in candle holder with chimney. (Celebration cakes may have candles to blow out)
3. Nothing can be attached to the walls, wood beams, or screens with anything other than painter's tape. No staples, nails or tacks may be attached to the beams, screen, or hall exterior of the buildings
4. The beach access road closes at dusk. No Parking is permitted in the beach lot after this time.
5. All activity in the screen room MUST cease at Sunset.
6. Music is permitted, however MUST be kept at a reasonable noise level so it does not disturb others in the surrounding areas.
7. Screen Room is to be left in the same condition in which it was found. All decorations, tablecloths, and garbage should be disposed of in the bins provided. Failure to leave the porch in clean condition will result in forfeiture of the Security Deposit.
8. No bounce houses permitted on District grounds
9. Must vacate facility at stated end of event. (See page 1)
10. When combined with Hall the total capacity for event remains at 224.

I have read the rules above and will adhere to the rules. Failure may result in my security deposit being withheld. (Copy to file)

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Date of Event

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Lessee Signature

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Date

Approved: 4/17/18 *Sharon Denson, Chairman*  
Revised: 10/16/18 Revised: 12/18/18 Revised: 8/25/21  
Effective: 4/17/18