



Florida's Dynamic  
Waterfront Community

## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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# MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, Florida

**FROM:** Tony T. Brown  
Executive Director, CRA

**COPY:** J. Michael Haygood, CRA Attorney

**DATE:** June 1, 2016

**SUBJECT:** Agenda Item: A Resolution Approving Policies and Operating Parameters for the Riviera Beach Marina Event Center.

### **Request for Board Action**

The Agency requests approval to implement the submitted Policies and Operating Parameters (Exhibit A) for the newly constructed Riviera Beach Marina Event Center. The Event Center is affordably priced for local residents, businesses and organizations. A 3 hour meeting being held in one of the Riviera rooms by a Riviera Beach based non-profit organization would rent for \$79.80.

### **Riviera Beach Marina Event Center Description**

The Riviera Beach Marina Event Center (MEC) is a two story structure that has a grand ballroom for large gatherings, plus smaller meeting rooms for community groups and clubs. With space for events up to 300 people, the Marina Event Center is an ideal, scenic waterfront meeting location for small groups, civic organizations, social events, benefit lunches and dinners, corporate events, weddings, and corporate team building events. The rooms inside the MEC are appointed with the latest in state of the art audio visual systems including, sound systems, in ceiling projectors, wall mounted screens, and site wide Wi-Fi. The Event Center has a beautiful second floor roof terrace that overlooks the Intracoastal Waterway, the new Bicentennial Park and Marina. Inclusive to the MEC is space for a 2-Story Restaurant and a 1<sup>st</sup> Floor Café. Bicentennial Park, which is adjacent to the Event Center, is a 24,000 sq. ft. greenspace that has an attached 2,700 sq. ft. pavilion and is available for rent.



### **Policies and Operating Parameters**

Essential and comprehensive policies are a requirement to operating a successful Event Center. Due to the change in scope from the old Newcomb Hall to the new Riviera Beach Marina Event Center, as well as insurance requirements, we will compose a blend of old and new policies to ensure that the City of Riviera Beach, the Agency, our customers, and our new assets are protected. Policies and Operating Parameters to be implemented will include but are not limited to:

- Reservations and Deposits – 50% deposit and signed contract on all rentals. Rental Application (Exhibit C).
- Hours of Operation – 365 days a year, Mon-Sat 7am-12am and Sunday 9am-11pm. Bicentennial Park will close at sundown on a daily basis, unless prior approval has been given via the City's Special Event Permit to conduct an event till a later time.
- City of Riviera Beach Residents – Discounted pricing available. Must reside in the City and produce a valid photo ID and City Utility Bill.
- Non-Profit Organizations and Community Groups- Discounted pricing available. Valid non-profit tax ID letter will be required.
- Catering – Inclusive policy in that customers can select the caterer of their choice or bring in their own food. All caterers and vendors that are hired must be licensed, provide liability insurance naming City and CRA as additional insured and meet stated liability minimums.
- Insurance - All renters, at their sole cost and expense, shall procure and maintain the required insurance coverage via a special event Tenant and User's Liability Insurance Policy (TULIP) that is offered through The Agency.
- Event Security – All events that are serving alcohol or primarily attended by minors (anyone under 21 years of age) will be required to have one hired security officer

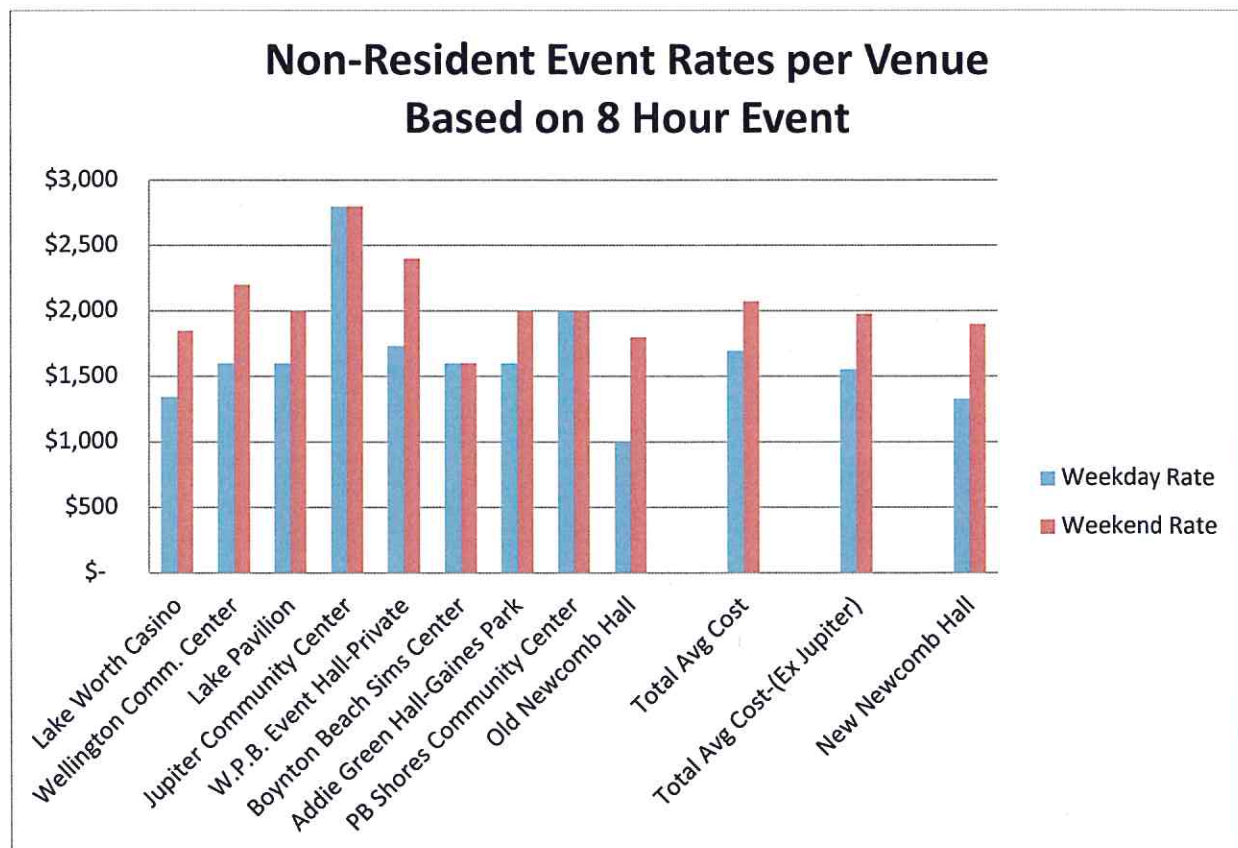


during all operating hours of each event. Such events include Bar & Bat Mitzvahs, Sweet 16's, Quince's, and Proms.

- Rental Equipment Policies - In consideration of limited storage space and available resources, the MEC will not rent or be involved in arranging add on service and or items such as; Décor, Food and Beverage, Signage, Entertainment, Event Technology and setup resources.
- Public Events - Any event whereby the public is invited, whether free or cost of admission, will be required to have an approved City of Riviera Beach Special Event Permit. Permit applicant will be beholden to all rules and policies that are part of the City's permit process, including seeking Police and Fire Department approvals and hiring the necessary Police resources to service their event.

### **Pricing**

The pricing model for the event space that we are recommending is a flat rate model in that all amenities such as chairs, tables, audiovisual, staging and dance floors are included in our pricing. This pricing will provide a value added attraction to our customers and differentiate our operating model from our competitors. The below chart represents a comparative analysis we did to help set the new rates. It includes area competition as well as rates from the old Newcomb Hall. The pricing reflects "General Public at Large" pricing and not resident pricing.



The Pricing Matrix (Exhibit B) provides a breakdown for individual rooms, weekday/weekend pricing and package deals. The discounting percentages that other municipalities offered to their residents varied substantially. Old Newcomb Hall only had one flat rate, as there was no differentiation between Resident and Non-Resident. The City of Riviera Beach did extend a 50% discount to Non-Profit entities at the old Newcomb Hall. The following is an illustration of the variances that were noted as it pertained to Resident vs. Non-Resident pricing.

- Lake Worth Resident Discount=11%
- West Palm Beach Lake Pavilion on Flagler Resident Discount=20%
- Boynton Beach Resident Discount=23%
- Wellington Resident Discount=50%
- PB Shores Resident Discount=75%.

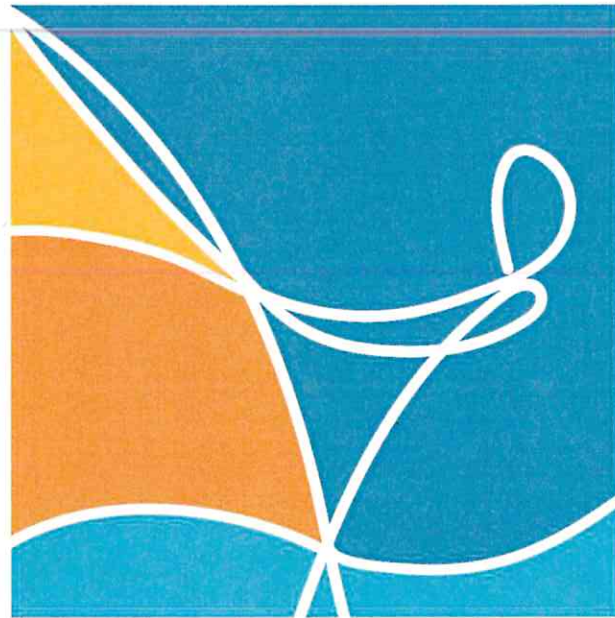
#### **Equipment Fit Out**

- Warming Kitchen to include Ice Machines, Convection Oven, Refrigerator and Prep Area to accommodate local community groups and residents that might otherwise not have access to full service catering companies. Fit out will also be more accommodative to caterers.
- Full inventory of tables, chairs, indoor staging and dance floor gives us a competitive advantage over our competition and mitigates rental concerns by our customers.
- All rooms will be outfitted with projectors, projection screens, TV's and audio systems that will provide a total one stop shopping experience for our residents and customers.
- The patio upstairs will include TV's and a patio furniture setup with lounge seating that can be arranged in a fashion to accommodate our customers' needs.

#### **Catering**

- We will have a pre-approved list of caterers that we can refer our customers to that have already been qualified by us in regards to insurance and license requirements as stipulated by our insurance underwriters and city/county requirements for these types of vendors. This will lessen the burden on the customer during the planning process.
- Our business model will be open to caterers who are not on our list as well as those organizations/residents that wish to cater the event themselves, however they will be held to the same insurance and license requirements as described above.
- Our pricing and policies will be such that the Marina Event Center will be a preferred place to do business at by caterers and thus incentivize them to assist us in selling our venue.





RIVIERA BEACH  
**MARINA  
VILLAGE**

**RIVIERA BEACH  
MARINA EVENT CENTER  
POLICIES AND PROCEDURES**

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## **Riviera Beach Marina Event Center (RBMEC) Policies and Procedures**

### **POLICY STATEMENT**

The City of Riviera Beach wishes to allow the general public use of the Marina Event Center (MEC) in conformance with established procedures and policies to ensure proper usage. Any use must be compatible with the established functions and purpose of the facility.

### **PURPOSE**

To establish a procedure for the facility use of the Riviera Beach Marina Event Center.

### **BACKGROUND**

The MEC intends to accommodate a broad range of recreational, cultural, and social activities besides CRA operated programs. Use by commercial firms will be permitted on a limited basis. Interpretation of the RBMEC Rules and Regulations shall be made by the Marina Facilities Operations Manager (MFOM) or designee. Policy modifications may be made from time to time by the MFOM or designee in regards to this policy that do not relate to specific room rental fees and group classifications approved by the CRA Board of Directors.

### **RESERVATIONS/DEPOSITS/PAYMENT INFORMATION**

Reservation requests made by City of Riviera Beach residents for the rental of the event spaces within the Marina Event Center\*, Bicentennial Park\* or within the Marina Village site may be made up to eighteen (18) months in advance. For all other customers outside of the city of Riviera Beach, reservation requests for the rental of the event spaces within the Marina Event Center, Bicentennial Park\* or Marina Village site may be made up to twelve (12) months in advance. Repeat annual events are not beholden to the above parameters, however said entities must still make application for their preferred dates and pay the requisite deposits.

***\*For those events that are classified as public events, i.e. (the public is invited to attend), regardless if the event is free or not, it shall be required that the event organizer apply for a City of Riviera Beach Special Event Permit. Permit applicant is solely responsible for gaining permit approval and is beholden to all requirements of the permit plus necessary arrangements and costs, including but not limited to; Police and Fire services, signage, parking management, fencing, labor, event lighting,***

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***temporary toilets, insurance and any other resources or needed arrangements as deemed necessary by the MFOM or City of Riviera Beach. If the City of Riviera Beach Special Event Permit is not approved, then application to hold the event at Marina Village will also be refused/denied. You should apply for the Special Event Permit at least 90 days in advance of your event. If your event is on a holiday or holiday weekend then you should apply at least 180 days in advance.***

A 50% deposit and signed contract is required on all rentals to reserve and guarantee the space. Submission of only an application request does not constitute a valid reservation. The balance plus the TULIP fee, is due at least 14 days prior to the event. The full amount is due at the time of booking for events taking place within 30 days or less. Any additional charges will be deducted from the damage deposit.

Fee for rental may be paid by cash, check, cashier's check, money order or credit card (Visa or MasterCard). Failure to make the final payment for execution of the event as described above may result in the facility rental agreement being cancelled.

#### **APPLICATION PROCESS**

All potential users shall complete a Riviera Beach Marina Event Center Rental Agreement ("Contract"). Applications for use of the RBMEC and associated facilities may be submitted by mail, email, fax or in-person at the RBMEC located at 190 E 13<sup>th</sup> St. Applications will be accepted during regular business hours or as otherwise designated. **An application submittal does not constitute acceptance or approval of use.**

Applications will be accepted for specific dates and times. The time requested must include all set-up and clean-up time. Applications must be submitted at least six (6) weeks in advance of the date requested to allow for Application review, processing, and final fee payment. Advanced scheduling may be accepted up to eighteen (18) months prior to the event date for larger special events.

Applications will be approved for specific rooms, depending on group size, type of activity, and availability. No activity shall be scheduled for more than the maximum occupancy room capacity. Smaller size groups may be assigned to conference rooms for maximum utilization of facilities. There is a **five (5) hour minimum** rental period for all Newcomb Hall room rentals, with the exception of the Riviera Rooms, Gulfstream Terrace and Bicentennial Park Pavilion which all have a **three (3) hour minimum**.

The applicant must sign and date the Facility Use Application and Agreement. By signing the Facility Use Application and Agreement, the Applicant agrees to indemnify and hold harmless the Riviera Beach Marina Event Center, LLC, Riviera Beach Community Redevelopment Agency, The City of Riviera Beach and all officers, directors, agents and employees and agrees that all balances due stated on the contract must be paid 14 days prior to use. Should payment not be received within this time frame the requested space

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may be released and applicant will be responsible for any cancellation fees.

Applications will be reviewed and use will be prioritized. Once dates are approved and booked, the RBMEC staff will assess fees. The applicant will be notified of an appointment scheduled with RBMEC staff to review and confirm the information on the application. A 50% deposit of the room rental fees plus the mandatory \$250.00 Security/Cleaning Deposit will be required at the time of this appointment. A walk through of all rented space will be conducted at this time. Lessee should bring an event agenda to the walk through to discuss event flow, event logistics and pursuant RBMEC policies. Rain backup needs should be identified at this time.

#### **REFUSAL OR CANCELLATION OF USE**

The RBMEC and or the City of Riviera Beach has the right to refuse or cancel any application/permit. The MFOM, City Manager or designee will give written or verbal notices of refusal and cancellations with an appropriate explanation. Applications for use may be denied or permits cancelled for the following reasons, including but not limited to:

1. Unsatisfactory prior use.
2. Hazardous and/or unsafe conditions exist.
3. Application submitted less than required advance timeline.
4. City Special Event Permit is denied if a public event.
5. Insufficient planning and or readiness by event organizer.
6. Event organizer does not have sufficient resources to execute event.
7. Non-payment of fees/deposit before due date.
8. Groups that do not give proper cancellation notice.
9. Facility or staff not available.
10. Insurance or Security requirements not met

If the CRA or City, due to unforeseen circumstances, makes a cancellation because the facility is unusable or unsafe, a full refund shall be made

#### **CANCELLATION OF USE BY LESSEE AND REFUND PROCESS**

A notice of cancellation and request for refund must be received in writing and submitted to the MFOM.

A refund of remaining fees, if applicable based on procedures listed below, will be mailed to the applicant.

- a. When written cancellation notice is received 30 days or more before the use date, a full refund of the room rental fees and any additional fees will be processed.
- b. When written cancellation notice is received less than 30 days prior to the reserved event date, you will forfeit your deposit.

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- c. Any event that is cancelled within the 14 day window leading up to your event will forfeit 100% of all fees, deposits and rental charges that have been paid.

No refunds are given for:

- no shows
- use ends earlier than time defined in application
- less than 14 days notice
- cleaning/damage deposit if facility is not left clean or damage to property has occurred
- unsatisfactory use of facility

### CONFIRMATION

A signed copy of the RBMEC Rental Agreement by all responsible parties is confirmation of the approved facility use for the requested date. Any final preparation for a program or event is solely the responsibility of the applicant and should not begin until an approved and signed Rental Agreement is issued and the LESSEE's initial 50% deposit has been paid.

### CHANGES TO USE AGREEMENT

Changes, deletions or additions to the Rental Agreement or room set-ups require 5 days advanced notice prior to use date or such requests may not be able to be accommodated.

### Ballroom Capacity:

| FLOORPLAN CAPACITIES   |            |         |        |      |      |      |         |         |      |       |
|--|------------|---------|--------|------|------|------|---------|---------|------|-------|
| Venue  | Dimensions | Sq. Ft. | Height | SCHL | THTR | CONF | HLW SQ. | U-SHAPE | BANQ | RECPT |
| Newcomb Hall Ballroom  | 58' x 81'  | 4,698   | 15'    | 192  | 360  | N/A  | N/A     | N/A     | 310  | 450   |
| Newcomb Hall I   | 58' x 40'  | 2,320   | 15'    | 96   | 180  | 32   | 48      | 39      | 140  | 175   |
| Newcomb Hall II  | 58' x 40'  | 2,320   | 15'    | 96   | 180  | 32   | 48      | 39      | 140  | 175   |
| Riviera 1  | 29' x 29'  | 841     | 12'    | 24   | 40   | 14   | 20      | 18      | 40   | 50    |
| Riviera 2  | 29' x 29'  | 841     | 12'    | 24   | 40   | 14   | 20      | 18      | 40   | 50    |
| Riviera 1 & 2  | 29' x 59'  | 1,711   | 12'    | 48   | 90   | 32   | 36      | 32      | 80   | 125   |
| Gulfstream Terrace   | 91' x 58'  | 4,325   | N/A    | N/A  | N/A  | N/A  | N/A     | N/A     | N/A  | 300   |
| <i>*The seating capacities provided do not include; buffet and or coffee break tables, staging, dancefloors and bars which if added could reduce the capacities shown and are ultimately dependant on the logistics of your event.</i> |            |         |        |      |      |      |         |         |      |       |

### HOURS OF OPERATION

The ballroom, meeting rooms and terrace are available for rent Monday to Thursday 7 am – 12 am; Friday to Saturday, 7am – 12 am and Sunday 9 am – 11 pm. The ballroom and terraces are available to rent 365 days a year, however some dates may be subject to black-out and special events dates. *The Lessee only has access to the ballroom for the times and dates as outlined in their contract.*

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### FOOD AND BEVERAGE

The Riviera Beach Marina Event Center reserves the right to prohibit any outside food and beverage use, sales or distribution by any means without written consent of the facility prior to the event.

### ADVERTISING

Advertising for specific events may not commence until a contract agreement has been executed as well as any needed and approved City permits such as the City of Riviera Beach Special Event Permit. Any advertising for an event at the Marina Event Center, Bicentennial Park and Riviera Beach Marina must have prior approval from the MFOM and must include Marina Village logo in all advertising collateral.

### LOAD IN/LOAD OUT

All load in/load-out and cleaning is to be done during the hours rented. Each additional hour over the contracted time will be charged accordingly.

RBMEC makes no guarantees in regards to availability of loadin/loadout times and such needs may be beholden to other ongoing events and the operating logistics of the Marina Village Site and RBMEC. Client understands that that it is their responsibility to provide the necessary labor to accomplish their load-in and setup of their event within the time frame reserved on their application.

Load in/load out in the RBMEC must take place at the West side dock area located behind the Marina Event Center. Please do not park on the striped lines outside of the dumpster area. Certain items may be loaded in/out at the North side entrance into the hallway that leads to the 2<sup>nd</sup> floor service elevator, however ***all vehicles must be moved immediately after load-in and must be done in an expeditious manner.*** Deliveries are to be made at the west side loading dock area. No deliveries, load in/out or vehicle staging to be executed at the South side entrance of the Marina Event Center at any time.

### CITY OF RIVIERA BEACH RESIDENT RATE

City of Riviera Beach residents are encouraged to rent the facilities. City residents are eligible for a 30% discount on our published pricing. To qualify for the discount Lessee's must reside within the City of Riviera Beach and have an address with a zip codes of **33404**. A City of Riviera Beach utility bill and valid photo ID are required to receive the special discount. The renter receiving the Resident Rate must be present for the duration of the event.

### NON-PROFIT ORGANIZATION RATE

Both Local Riviera Beach Non-Profits and Non-Profits located outside of the Riviera Beach area are eligible to receive a discount for all space located at the Marina Event Center Building. A valid non-profit tax certification letter is required to receive the discount.

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Those Non-Profit organizations within Riviera Beach will receive a 30% discount and those located outside of the city limits will receive 20%.

**SALES TAX REQUIREMENTS**

Sales Tax will be charged on room rentals at 6%. 501c3 organizations must present their Non-Profit Status Form, and tax exempt organizations must present their Tax Exemption Certificate when completing rental application.

**CATERING**

Caterers must be licensed and provide a Certificate of Insurance naming both the Riviera Beach Event Center, LLC, the Riviera Beach Community Redevelopment Agency and the City of Riviera Beach as an additional insured. Additionally, the caterer and/or LESSEE must clean the warming kitchen and full rental space after the event or an additional \$250 cleaning fee will be incurred (see LESSEE's rental agreement).

**WARMING KITCHEN USAGE**

The provided kitchen is not a full service kitchen and must be utilized in a manner that is consistent with the re-firing of food product, warming of food items and the assembling/plate up of buffet/plated options. Full and or complete meal prep is prohibited by the RBMEC for both Caterers and Lessee's. Lessee will be charged a \$250.00 fine for setting off the fire alarm.

**CLEANING/DAMAGE DEPOSIT PROCEDURE**

A \$250.00 refundable deposit shall be required to reserve facilities for events, in order to ensure proper clean up, and to cover repair/replacement costs from breakage, loss, or damage. The deposit will be returned if proper general cleanup is completed and the facility is left in satisfactory condition.

When not left in satisfactory condition, the applicant shall be liable for the full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. Staff will conduct a pre-event and post-event site inspection, and staff's decision will be final.

All groups/individuals are responsible for their event clean-up including but not limited to:

1. Cleaning of all equipment used.
2. Cleaning of any chairs, tables, and counter areas used.
3. The warming kitchen and rooms must be left clean and in the same condition that they were in before the activity.
4. All litter and trash must be picked up and be moved to the dumpster/refuse room on the west side of the Event Center
5. Removal of all personal property, displays and other similar items without damage to the facility.

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6. Return and relocation of all equipment used during an event to its original location.
7. All balloons and decorations are to be removed and discarded.

#### **ALCOHOL**

The renter assumes all liability for serving and consumption of alcohol. State and local laws apply with regard to alcohol consumption. Renter is responsible for obtaining any permits or licenses necessary to sell alcohol.

If Alcohol is being brought onto the property being rented, the liquor liability is covered by the CRA's TULIP program. Hired caterers that are providing alcohol must demonstrate the appropriate licenses and alcohol liability coverages

***An individual shall not transport or consume upon the Marina Village property, including the parking lot, any intoxicating liquors with alcohol content except inside the Event Center building. Alcoholic beverages will only be allowed in the Event Center with prior use approved on the Rental Agreement. There will be no alcohol beyond this point.***

Alcohol will not be stored on site except at time of event. The sale and consumption of alcoholic beverages, (any drink containing any % of alcohol), shall be permitted under the following circumstances:

Injuries caused to any person as the result of the consumption of alcoholic beverages on CRA/City premises, or as the result of alcohol being available on CRA/City premises, shall be the sole responsibility of the event sponsor and its representatives.

1. No alcoholic beverages shall be served to any minor person less than 21 years of age.

**Failure of the event sponsor to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting the refundable cleaning/damage deposit and all of the room fees which have been paid.**

2. Alcoholic beverages will be removed from the premises immediately following the event or function.

***Parties serving alcohol are also required to hire event security.*** No alcohol is allowed on the beach. Glassware nor glass containers and or glass bottles are allowed in Bicentennial Park or on the Beach area.

#### **GENERAL SOLICITATION, SELLING AND ADVERTISING at RBMEC**

No individual or group shall set up or maintain any exhibit, show, pantomime, act, concert, lecture, oration or similar activity at the RBMEC or at the Riviera Beach Marina

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Village property without approval of the MFOM, City Manager or designee.

No individual or group shall solicit donations or vend, offer for sale or dispose of any goods or merchandise or similar activities at the RBMEC or at the Riviera Beach Marina Village property unless authorized to do so by the MFOM, City Manager or designee.

No individual or group shall distribute, circulate, give away or deposit any flyers, circulars, pamphlets, buttons, and advertisements or similar materials at the RBMEC or at the Riviera Beach Marina Village property unless authorized to do so by the MFOM, City Manager or designee.

No individual or group shall install, place, or hold any banner or signage or similar device at the RBMEC or at the Riviera Beach Marina Village property unless authorized to do so by the MFOM, City Manager or designee.

Notwithstanding the above, any political speech activities or political advertising shall be subject to reasonable time, place and manner restrictions as determined by the MFOM, City Manager or designee and authorized by applicable law.

#### **EVENT SECURITY**

***All events that are primarily attended by minors (anyone under 21 years of age or younger) are required by Marina Village to have event security which may be private security services as provided by Marina Village's security services or RBPd (Riviera Beach Police Department) if the event is a public event and requires the necessary City of Riviera Beach Special Event Permit. Security must be in place during ALL operating hours of each event. Such event examples include Bar & Bat Mitzvahs, Sweet 16's, Quince's, Prom, etc. All events serving alcohol are also required to hire event security.***

If your event has to apply for a City of Riviera Beach Special Event Permit please refer to the City of Riviera Beach "Off Duty Detail Request Form" for police details and costs. All arranged details and form submission are to be done directly with RBPd. Police administrative fees, police vehicle fees, etc., must be paid at time of registration. The off duty police officers are to be paid directly at the start of your event. Applicant or renter will be responsible for all additional costs related to security. The cost of an extra duty detail officers is \$30 per hour, plus a \$5 per-hour administrative fee, and a \$5 per-hour vehicle fee. There is a 2-hour minimum for hiring off-duty police officers. ***If your event is a public event (public invited), then the number of officers required is determined based on the number of attendees/participants, as listed in the below table and or by the Riviera Beach Police Department depending on event details and logistics. Failure to adhere to these security provisions could result in your event being canceled. A City of Riviera Beach Special Events Permit is required for all public events.***

| Attendees or Participants  | Minimum # of Officers Required | # of Supervisors Required | # of Police Vehicles Required |
|--|--------------------------------|---------------------------|-------------------------------|
| 0-75   | 1 Police Officer               | None                      | 1 Police Vehicle              |
| 76-250   | 2 Police Officers              | None                      | 1 Police Vehicle              |
| 251-500  | 3 Police Officers              | None                      | 2 Police Vehicles             |
| Over 500   | 4 Police Officers              | 1 Supervisor              | 3 Police Vehicles             |
| <i>Note: Special circumstances may require additional police officers as determined by the City.</i> |                                |                           |                               |

**ZERO TOLERANCE RULE:** All lessee's, their guests, contractors, employees, agents and customers must conduct themselves at all times while at the Marina in a manner so as not to annoy, harass or become a nuisance to the Marina Uplands employees and or other Tenants, vendors, guests and patrons of the Marina Uplands. This includes but is not limited to: Using any form of physical force or intimidation regardless of intent, the speaking or wearing of clothing that contains obscene language, obscene gestures, or racial, religious or ethnic slurs, which are likely to create a disturbance or impinge on the hearing or peace of other Tenants, vendors, guests and patrons of the Marina. This standard is applicable to noise generated by lessee's for event operations including but not limited to; , radios, televisions, power tools and engines.

Violation of any of the above including the use and or display of drugs, weapons, fighting, or gambling (except approved Bingo) are prohibited and will not be tolerated. If such occurs it will result in the immediate shut down of the event/activity rental of an Applicant/user group and forfeiture of all paid fees.

#### **STAFF/CITY RIGHT TO ENTER**

Designated RBMEC staff and City officials, including the Police Department shall have the right to enter all portions of the RBMEC at all times and occupancies.

#### **INSURANCE**

The RBMEC nor the City of Riviera Beach is liable for accidents, injuries, or loss of individual property in connection with any of its facilities. The RBMEC requires that all LESSEE's purchase special event insurance through the CRA's TULIP program. The TULIP policy will cover your liability during the event, up to and including alcohol liability. Please see rental agreement for costs which can vary depending on event details and scope.

#### **LIGHTING POLICY**

Due to the proximity of the beach and turtle nests, no additional outdoor lighting may be added to any event at the Riviera Beach Marina Village for Bicentennial Park during the

*Riviera Beach Marina Event Center ♦ 190 E 13<sup>th</sup> St ♦ Riviera Beach, FL 33404 ♦  
561.844.3408*

*[mblomeke@rbkra.com](mailto:mblomeke@rbkra.com) ♦ [www.rbmarinavillage.com](http://www.rbmarinavillage.com) ♦*



sea turtle nesting season (**March 1 – October 31**). Any additional outdoor lighting November – March must be approved by the MFOM.

#### **DECORATION/DECOR**

Decorations are allowed in the ballroom. No tape, nails or tacks are allowed on or to be affixed to the air walls, permanent walls or ceilings. **USE OF CONFETTI, RICE, BIRD SEED, BUBBLES, GLITTER OR OTHER TYPES OF MATERIALS ARE PROHIBITED INSIDE THE BUILDING.** Use of the aforementioned materials will make the Lessee subject to a \$500 cleaning fee. Bird seed or bubbles may be used on the beach, Bicentennial Park Pavilion, or on the outside ground level terraces. The RBMEC and Staff are not responsible for any items, decorative or otherwise, left on property.

The use of any tape, other than certified gaffing tape on the Event Center carpets, is strictly prohibited. Any flipcharts that are used for events are to be of the self-adhesive variety to allow for wall hanging. Use of any tape to affix flipchart paper to the walls is prohibited.

Candles are allowed but must be encased in glass and be self-extinguishing. All décor must be approved by MFOM in advance. LESSEE is responsible for all set up, take down and clean-up of decoration.

If helium balloons are brought into the facility and are released, the labor cost to retrieve the balloons will be charged to the Lessee.

Sets, scenery, drapery, linens, exhibit material, etc., shall be of flameproof material and conform to the Fire Prevention Code of the State of Florida. A copy of the Fire Prevention Codes is available upon request. LESSEE's event and décor materials thereof may be inspected by the City of Riviera Beach Fire Marshall. Fire Marshall decisions are final and could result in removal of décor that does not meet firecode.

Only water based hazers are permitted in the RBMEC.

Outdoor tents are subject to approval by the City of Riviera Beach and said needs are dependent upon approval and receipt of a special events permit as issued by the City of Riviera Beach

Bounce Houses, Inflatable's, etc. are allowed outdoors with verification and copy of vendor's liability insurance as outlined in the LESSEE's contract.

All furniture brought into the ballroom must have felt tips on the bottoms or finished bottoms of the furniture legs/pedestals.

#### **SIGNAGE**

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Signage for events must be approved by OPERATOR and must be on LESSEE provided stands, easels, or other temporary structures. Banners or signs cannot be hung or placed on the building; nor placed in road ways, or on any existing sign posts.

Directional signage is allowed and must be approved in advance. All costs must be paid by LESSEE and must be taken down immediately after events.

### ENTERTAINMENT

DJ's, live music, dancers, etc. are allowed for any events inside or outside on the upstairs patio of the building. Event or meeting locations will dictate the size and type of music functions allowed. All music must pertain to City of Riviera Beach sound ordinances and must end by 11 pm Monday – Wednesday, 12 midnight Thursday – Saturday and 10 pm on Sunday. All outdoor music must be approved by OPERATOR and is subject to approval by other CASINO building tenants.

***The onsite installed audio system is only for speeches, announcements and low level back ground music via plugged in iPhones/iPods and other associated personal electronic devices. The in-house sound system does not have the capacity or is rated to accommodate high energy/high volume DJ type music.***

### NOISE

All user groups are responsible for controlling noise that is disturbing to other activities in the building or the surrounding neighborhood. The City's Noise Ordinance must be followed at all times.

Center staff has the right to require groups to reduce their sound/noise level of music or P.A. systems. Doors are to remain closed when loud music is being played. Groups that do not comply with this request may have their activity shut down and may forfeit any future use of facility.

### SMOKING

In compliance with the "Florida Clean Indoor Act" Chapter 386.201FS, the City of Riviera Beach does not permit smoking within City owned and operated buildings. Therefore the City of Riviera Beach will not permit smoking inside the Marina Event Center.

### TRASH AND WASTE REMOVAL

The LESSEE is responsible for all trash and waste removal. Trash receptacles and dumpsters are located on the west side of the building adjacent to the loading dock. All waste receptacles must be cleaned and returned. LESSEE is responsible for excessive trash and waste in second floor restrooms. If above standards are not met, a \$250 cleaning fee may be imposed at the discretion of the RBMEC. Photos may be taken to prove failure to comply.



## **CHILDREN**

Children and children's events are welcome. Groups composed of minors shall be supervised by one adult (25 years of age or older) per each twenty-five (25) juveniles at all times while using the Center. The adult who will be responsible for the activity must make the application for use of the facility. Minors are defined as those under the age of 18, except in the case where alcohol is served, when minors are defined as those under the age of 21. A parent or designated adult must supervise children under the age of 12 at all times while visiting the Center unless they are under the direct supervision of a class instructor or program leader.

## **FREIGHT AND STORAGE**

Storage space is not available for groups using the facility. With advance planning and written permission, some equipment and rental materials may be brought in advance. The RBMEC will not accept freight shipments of any kind and is not responsible for lost or misplaced freight.

## **PHOTOGRAPHY**

The Marina Event Center reserves the right to post photos taken of all events held at the Marina Event Center, Bicentennial Park and the City of Riviera Beach Marina on social media, websites and marketing materials.

## **SALES**

No retail sales, food and beverage sales, tobacco sales, etc. will be allowed at any time without express written permission.

## **ROAD CLOSURES**

No roads leading up or located within Riviera Beach Marina Village can be closed or blocked at any time without prior City of Riviera Beach and RBPD approval.

## **WHAT IS NOT ALLOWED ANYWHERE ON PROPERTY**

No pets are allowed in the Marina Event Center, with the exception of service animals. **Weapons, outside alcohol, skateboards, open flame or fires and fireworks are prohibited at all times.**

# EXHIBIT B

## Riviera Beach Marina Event Center and Bicentennial Park Pricing Schedule

| Marina Event Center                  | Dimensions | Sq. Ft. | Weekday<br>Hourly Rate<br>Mon-Thu | Weekend<br>Hourly Rate<br>Fri-Sun | Holiday<br>Hourly Rate |  |
|--------------------------------------|------------|---------|-----------------------------------|-----------------------------------|------------------------|--|
| Newcomb Hall Ballroom                | 58' x 81'  | 4,698   | \$166                             | \$238                             | \$356                  |  |
| Newcomb Hall I                       | 58' x 40'  | 2,320   | \$100                             | \$143                             | \$214                  |  |
| Newcomb Hall II                      | 58' x 40'  | 2,320   | \$100                             | \$143                             | \$214                  |  |
| Riviera 1 & 2                        | 29' x 59'  | 1,711   | \$63                              | \$90                              | \$135                  |  |
| Riviera 1                            | 29' x 29'  | 841     | \$38                              | \$54                              | \$81                   |  |
| Riviera 2                            | 29' x 29'  | 841     | \$38                              | \$54                              | \$81                   |  |
| Gulfstream Terrace (2nd Floor Patio) | N/A        | 4,325   | \$109                             | \$156                             | \$234                  |  |


**\*\*Newcomb Hall rentals must be a minimum of 5 paid hours, Riviera and Terrace space rentals must be a minimum of 3 paid hours\*\***

**Holidays include New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day**

| Bicentennial Park  | Dimensions | Sq. Ft. | Weekday<br>Hourly Rate<br>Mon-Thu | Weekend<br>Hourly Rate<br>Fri-Sun | Holiday<br>Hourly Rate |  |
|--|------------|---------|-----------------------------------|-----------------------------------|------------------------|--|
| Pavilion   | 72' x 38'  | 2,736   | \$39                              | \$56                              | \$84                   |  |
| Lawn-Must rent entire park   | N/A        | 24,000  | \$1,050                           | \$1,500                           | \$2,250                |  |
| <b>Bicentennial Park -(Daily Fee) Includes Pavilion, Lawn and Food Truck Court</b> |            |         |                                   |                                   |                        |  |

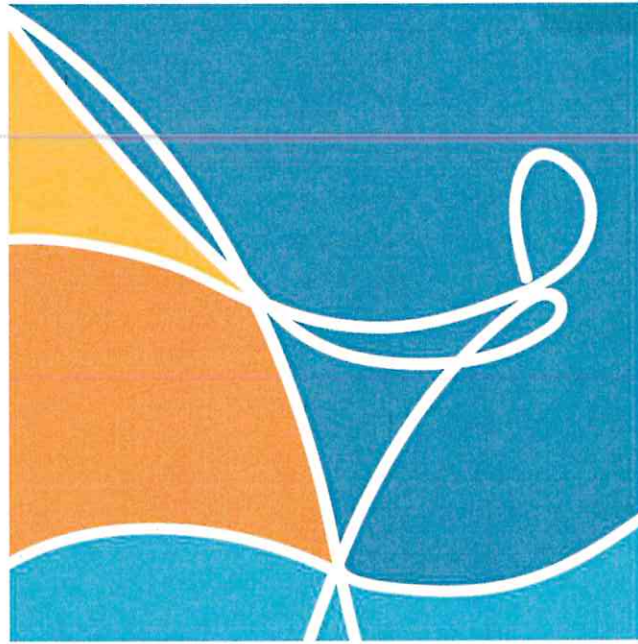
**\*\*Pavilion rental is a minimum of 3 paid hours, Bicentennial Park is daily rental only\*\***

| Event Packages-(8 Hour<br>Minimum Rental)  | Dimensions | Sq. Ft. | Weekday<br>Hourly Rate<br>Mon-Thu | Weekend<br>Hourly Rate<br>Fri-Sun | Holiday<br>Hourly Rate |               |
|--|------------|---------|-----------------------------------|-----------------------------------|------------------------|---------------|
| <b>Wedding Package</b> -Includes Terrace, Newcomb Hall and (1) of the Riviera Rooms for use as a Bridal Suite            |            |         | \$251                             | \$358                             | \$470                  |               |
| <b>Meeting Package</b> - Includes Newcomb Hall and both Riviera Rooms  |            |         | \$195                             | \$278                             | \$418                  |               |
| <b>Festival Package*</b> - Includes all of Bicentennial Park, all rooms inside the Event Center and the 2nd floor patio. |            |         | <b>1 Day</b>                      | <b>2 Days</b>                     | <b>3 Days</b>          | <b>4 Days</b> |
|  |            |         | \$4,833                           | \$8,592                           | \$11,277               | \$12,888      |
| <b>*Festival Package Pricing is based on a (24hr) daily rate, not hourly.</b>  |            |         | <b>Price per Day</b>              |                                   |                        |               |
|  |            |         | \$4,833                           | \$4,296                           | \$3,759                | \$3,222       |

|  | Discount %<br>Extended |   |
|--|------------------------|---|
| Non-Profit Organization*-Local Riviera Beach Community<br><b>*Organization must submit a valid 501c3 Document</b>      | 30%                    |  |
| Non-Profit Organization*-Outside of Riviera Beach Community<br><b>*Organization must submit a valid 501c3 Document</b> | 20%                    |   |
| Riviera Beach Resident<br><b>*Resident must submit a current utility bill and valid Driver's license</b>               | 30%                    |   |

Pricing does not include 6% Sales Tax  
Pricing Valid Until September 30, 2016





RIVIERA BEACH  
**MARINA  
VILLAGE**

***RIVIERA BEACH  
MARINA EVENT CENTER  
&  
BICENTENNIAL PARK  
RENTAL AGREEMENT***

## APPLICATION

This application is the initial step in reserving space at Marina Village for the Marina Event Center and Bicentennial Park. Requests will be reviewed in order of which they are received by the Marina Facilities Operations Manager or appointed representative and the contact person named in the application will be notified of approval or denial. Completing and submitting this application does not confirm or reserve any dates. Please type or print legibly. Failure to complete any of this form will delay confirmation of your reservation. This application must be received at least 6 weeks in advance of your event and not longer than 18 months from the event date.

## CONTACT INFORMATION

Please select which applies:

Resident of Riviera Beach: \_\_\_\_\_ Non-resident: \_\_\_\_\_

Riviera Beach Non-Profit: \_\_\_\_\_ Non Riviera Beach Non-Profit: \_\_\_\_\_

Applicant: \_\_\_\_\_  
*Organization/Corporation*

Applicant Name: \_\_\_\_\_  
*Resident name/Responsible Party*

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Back-up Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Onsite coordinator (*if different than the organization/corporation applicant name*) who will be responsible for pre and post walk-through who will be present all times during setup, breakdown and actual event and is responsible for the actions of all guests, vendors and agents:

Contact: \_\_\_\_\_  
*Onsite Coordinator or Representative*

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_



PLEASE CHECK WHICH BEST DESCRIBES YOUR EVENT (*Check all that apply*)

|                          |  |  |  |  |
|--------------------------|--|--|--|--|
| <b>EVENT INFORMATION</b> |  |  |  |  |
|--------------------------|--|--|--|--|

|  |                                      |  |   |  |
|--|--------------------------------------|--|---|--|
| <input type="checkbox"/> Wedding       | <input type="checkbox"/> Anniversary | <input type="checkbox"/> Gala          | <input type="checkbox"/> Meeting        | <input type="checkbox"/> Bar/Bat Mitzvah |
| <input type="checkbox"/> Birthday      | <input type="checkbox"/> Reception   | <input type="checkbox"/> Dinner        | <input type="checkbox"/> Fishing Tourn. | <input type="checkbox"/> Conference      |
| <input type="checkbox"/> Sweet 16      | <input type="checkbox"/> Exhibits    | <input type="checkbox"/> Fair          | <input type="checkbox"/> Festival       | <input type="checkbox"/> Seminar         |
| <input type="checkbox"/> Team Building | <input type="checkbox"/> Trade Show  | <input type="checkbox"/> Board Meeting | <input type="checkbox"/> Family Event   | <input type="checkbox"/> Boating Event   |
| <input type="checkbox"/> Other         |                                      | If Other please elaborate:             |   |  |

Event to be listed as: \_\_\_\_\_

**REQUESTED DATES:**

**First Choice**

Event begins on: \_\_\_\_\_  
*Day*
*Date*

Event ends on: \_\_\_\_\_  
*Day*
*Date*

**Second Choice**

Event begins on: \_\_\_\_\_  
*Day*
*Date*

Event ends on: \_\_\_\_\_  
*Day*
*Date*

What time will your event start? \_\_\_\_\_ AM / PM

What time will your event end? \_\_\_\_\_ AM / PM

What time will you need access to the rental space for setup? \_\_\_\_\_ AM / PM

What time will your breakdown and clean-up end? \_\_\_\_\_ AM / PM

What is your anticipated attendance? \_\_\_\_\_

**ADDITIONAL INFORMATION**

Will alcohol be served at your event?

If yes, State and local laws apply with regards to alcohol consumption.

YES NO

\_\_\_\_\_

Will alcohol be sold at your event?

If yes, State and local laws apply with regards to alcohol consumption. The sale of alcohol must be permitted and sold By licensed vendors and proper documentation must be provided to the City at least 60 days in advance of the event.

\_\_\_\_\_

Will food be served at your event?

\_\_\_\_\_

Will food be sold at your event?

\_\_\_\_\_

Will you be charging admission or selling tickets to your event?

\_\_\_\_\_

Will there be any rental equipment at your event?

\_\_\_\_\_

Will there be a need for Audio Visual equipment at your event?

\_\_\_\_\_

Will there be live entertainment at your event?

\_\_\_\_\_

Will there be decorations other than free standing or tabletop?

\_\_\_\_\_

## EVENT SPACE PREFERENCES

PLEASE CHECK YOUR SPACE PREFERENCE (*Check all that apply*)

### FLOORPLAN CAPACITIES

| Venue                    |                          | Dimensions | Sq. Ft. | HT  | SCHL | THTR | CONF | HLW<br>SQ. | U-<br>SHAP<br>E | BANQ | RECPT |
|--------------------------|--------------------------|------------|---------|-----|------|------|------|------------|-----------------|------|-------|
| Newcomb Hall Ballroom    | <input type="checkbox"/> | 58' x 81'  | 4,698   | 15' | 192  | 360  | N/A  | N/A        | N/A             | 310  | 450   |
| Newcomb Hall I           | <input type="checkbox"/> | 58' x 40'  | 2,320   | 15' | 96   | 180  | 32   | 48         | 39              | 140  | 175   |
| Newcomb Hall II          | <input type="checkbox"/> | 58' x 40'  | 2,320   | 15' | 96   | 180  | 32   | 48         | 39              | 140  | 175   |
| Riviera 1                | <input type="checkbox"/> | 29' x 29'  | 841     | 12' | 24   | 40   | 14   | 20         | 18              | 40   | 50    |
| Riviera 2                | <input type="checkbox"/> | 29' x 29'  | 841     | 12' | 24   | 40   | 14   | 20         | 18              | 40   | 50    |
| Riviera 1 & 2            | <input type="checkbox"/> | 29' x 59'  | 1,711   | 12' | 48   | 90   | 32   | 36         | 32              | 80   | 125   |
| Gulfstream Terrace       | <input type="checkbox"/> | 91' x 58'  | 4,325   | N/A | N/A  | N/A  | N/A  | N/A        | N/A             | N/A  | 300   |
| <b>Bicentennial Park</b> |                          |            |         |     |      |      |      |            |                 |      |       |
| Pavilion                 | <input type="checkbox"/> | 72' x 38'  | 2,736   |     |      |      |      |            |                 |      | 200   |
| Lawn                     | <input type="checkbox"/> | N/A        | 24,000  |     |      |      |      |            |                 |      |       |

*\*The seating capacities provided do not include; buffet and or coffee break tables, staging, dancefloors and bars which if added could reduce the capacities shown and are ultimately dependent on the logistics of your event.*

## RENTAL CHARGES-(To be filled out by RBMEC Staff)

**The requested setup and teardown time as noted above in the Event Information section will be included and added to the total amount of rental time requested. Example; If your event is from 6pm to 9pm and you want to start setup at 3pm for decorations and need 1 hour after the event for teardown, then the total amount of rental time you will be charged for would be 7 hours. Client is responsible for any overages and extra costs on hours that are above and beyond the contracted rental period.**

Total Hours Requested \_\_\_\_\_ X Hourly Space Rental Rate \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Event Package (EP) Pricing Requested: Yes or No

EP Timeframe in Days \_\_\_\_\_ X Package Rate \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Less Discount: Yes or No Discount Amount \_\_\_\_\_ % = \$- \_\_\_\_\_

Sub-Total = \$ \_\_\_\_\_

6% Florida Sales Tax Tax Exempt: Yes or No = \$ \_\_\_\_\_

Security/Cleaning Deposit = \$ \_\_\_\_\_ 250.00

Sub-Total = \$ \_\_\_\_\_

50% Deposit Owed to Confirm Reservation = \$ \_\_\_\_\_



Insurance (TULIP)-Mandatory Special Event Liability Coverage, varies per event = \$ \_\_\_\_\_

FINAL Total to be paid 14 days prior to scheduled event = \$ \_\_\_\_\_

*If LESSEE requests an event time extension or does not end and load out their event per the reserved time frame given, then overage charges could apply and will be added to the LESSEE's final bill and or subtracted from the paid Security/Cleaning deposit.*

Overage Hours \_\_\_\_\_ X Hourly Space Rental Rate \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Less Discount: Yes or No Discount Amount \_\_\_\_\_ % = \$- \_\_\_\_\_

6% Florida Sales Tax Tax Exempt: Yes or No = \$ \_\_\_\_\_

- Upon approval of the application, 50% of the total estimated charges for your event are due within 5 business days. An approved application does not guarantee the reservation. Only upon receipt of the deposit will the reservation be guaranteed.
- If deposit is not received your reservation will be cancelled.
- If you cancel your reservation more than 30 days prior to your event a full refund will be given.
- If you cancel less than 30 days prior to your event, you will forfeit your deposit.
- All remaining fees and rental charges must be paid 14 days prior to your event.
- Any event that is cancelled within the 14 day window leading up to your event will forfeit 100% of all fees, deposits and rental charges that have been paid.

For any event, regardless of type, whereby the public is invited (**not a private event**), regardless if it is free or there is an admittance fee will require an approved Special Event Permit from the City of Riviera Beach. Applicant will be responsible for all fees and arrangements with the City of Riviera Beach up to and including, but not limited to; application fees, police fees, fire inspections fees and any other fees as deemed appropriate by the City in support of your public event.

If alcohol is sold at your event, proper documentation and licenses must be provided to RBMEC & the City of Riviera Beach at least 60 days in advance of your event.

The name and telephone number of all on-site vendors and agents associated with your event (i.e. rental company, valet service, caterer, band etc.) must be provided to the RBMEC at least 30 days in advance of your event, along with any required licenses, permits, insurance certificates etc.

***I have received, read, understand the Riviera Beach Marina Event Center Policies and Procedures document and understand and agree to all the terms and conditions within that document; I am aware that if any of these policies and procedures are violated, I will be charged and held responsible accordingly. I understand and agree that I shall be and will remain solely and fully responsible for compliance with all the terms and conditions of the Riviera Beach Marina Event Center Rental Agreement Application and Policies and Procedures, and that I shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fee or charge required for the use of the Riviera Beach Marina Event Center, Bicentennial Park and or areas within the Marina Village site as provided herein. If I am signing on behalf of an applicant organization or corporation, I also represent that I am authorized to sign the application on behalf of the organization or corporation and that my signature will bind the organization or corporation.***

\_\_\_\_\_  
**Authorized Representative Printed Name**

\_\_\_\_\_  
**Authorized Representative Signature**

\_\_\_\_\_  
**Signature Date**

Please return the completed application to:  
Riviera Beach Marina Village  
Attn: Marina Facilities Operations Manager  
190 E 13<sup>th</sup> St.  
Riviera Beach, FL 33404  
Phone (561) 844-3408  
Email: [mblomeke@rbcra.com](mailto:mblomeke@rbcra.com)

**FOR OFFICE USE ONLY**

Application reviewed by: \_\_\_\_\_

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

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Reason Denied:

Notes: