

City of Coral Gables Parks & Recreation

Facility Rental Usage Policies

The following information is provided and will be enforced as needed to ensure a safe and enjoyable experience for our guests. Facilities managed by the Coral Gables Parks and Recreation Department shall be available for use by the public on a first come, first reserved basis and subject to the rules, policies, standards and regulations as outlined in this document.

The Renter/User shall comply with all rules and regulations of: Chapter 42. Parks and Recreation, Article II. Public Conduct in Parks of the City Code of Ordinances; all Policies and Regulations of the Coral Gables Parks and Recreation Department; all City of Coral Gables ordinances and all federal, state and local laws, rules, ordinances and regulations.

***Failure to observe and abide by the usage rules and policies may result in the immediate termination of the Facility Rental Permit, forfeiture of all fees and immediate removal from the rented facility.**

Renters who exceed the maximum allowed capacity for the facility being rented, including pavilion rentals, will be asked to leave the premises immediately. Failure to leave the premises when asked will result in removal by police escort.

A. Making a Reservation

Reservation applications are accepted, on a first come, first reserved basis at:

<i>Coral Gables Youth Center</i>	<i>Venetian Pool</i>
Monday through Friday, 8:00 am-8:00 pm Saturday, 8:00 am-12:00 noon	Tuesday through Sunday, 11:00 am-4:00 pm

Reservations will only be accepted by individuals 21 years of age or older verified by a current photo ID.

Reservations for park pavilions are restricted to Coral Gables residents only. Identification must be shown at the time of the reservation.

To be eligible for a park pavilion rental or to receive a Coral Gables resident discount, two proofs of identification are required. **One form of identification must be a photo ID.** The name and address on both forms of identification must be the same.

Acceptable forms of identification include:

1. Current vehicle registration certificate;
2. Copy of a current utility bill (no older than 30 days) displaying both name and address of the Coral Gables property;
3. Valid driver's license,
4. Copy of a property lease.

To secure a rental facility location, date and time a security deposit must be paid at the time the Facility Rental Permit Application is submitted. The balance of fees are due once the permit application has been approved.

A reservation is not confirmed or guaranteed until approved by the facility supervisor, payment is received and the Facility Rental Permit has been executed.

The rental time as indicated on the Facility Rental Permit Application must be inclusive of set-up and clean-up time.

The individual making the facility reservation, and whose name appears on the Facility Rental Permit Application must be in attendance at the facility for the duration of the event. The individual's name, as it appears on the Facility Rental Permit Application must also match the name of the individual who signs the "After Rental Checklist". Discrepancies may result in the forfeiture of any returned deposit and/or fees and jeopardize the approval of any future requests for a facility reservation.

Individuals representing a business and/or organization must have the authority to sign a Contract/Agreement on behalf of the business and/or organization in order to secure a reservation location, date and time. Officers of organizations and/or businesses will be verified through www.Sunbiz.org.

All non-profit organizations must provide proof of current status including a recent copy of IRS form 990 and/or Charitable Organization Certificate.

No oral agreement for use of a facility managed by the City of Coral Gables Parks and Recreation Department shall be valid.

Fraudulent representation of information provided on the Facility Rental Permit Application, including residency status, may result in immediate revocation of the Facility Rental Permit, forfeiture of all fees and denial of any future requests for a facility reservation.

Renter shall not assign, convey or transfer the Facility Rental Permit to another entity (individual or group). Assigning the Facility Rental Permit to another entity (individual or group) may result in immediate revocation of the Facility Rental Permit and forfeiture of all fees.

Any outstanding debts with the City of Coral Gables or violations of City policies during a previous rental will result in denial of usage of any facility.

All rentals will be denied to programs, individuals or groups whose content or generated revenue conflict with Parks & Recreation Department or City of Coral Gables rules, policies and/or ordinances.

B. Deposits, Charges & Payments

The Facility Rental Fee schedule is the fee structure used for rental of facilities owned and/or operated by the City of Coral Gables Parks & Recreation Department. Rental fees are based upon the current fee resolution approved by the Coral Gables City Commission during the yearly budgeting process.

To secure a rental facility location, date and time, a security deposit must be paid and a Facility Rental Permit Application submitted. The balance of fees owed are due once the permit application has been approved. Reservations that have not been paid in full 90 days prior to the event date may be cancelled with no refund of fees paid. A \$1000 performance bond is also due at time of booking when renting the Venetian Pool for cleaning and incidentals during the rental time. This fee is refundable after the booking is completed at the Facility Supervisors discretion.

Reservations made with less than a 60-day notice must be paid for in cash or by credit card. No checks will be accepted.

If paying by check or credit card, the name on either form of payment, must be the same as that of the individual whose name appears on the Facility Rental Permit. Checks are made payable to: **CITY OF CORAL GABLES**.

C. Refund of Deposit

All rentals must be conducted in accordance with the rules and regulations as outlined in this document.

If facilities are left clean and undamaged, and all policies and procedures have been followed, then the deposit will be returned via check within 2-4 weeks to the individual whose name and address is listed on rental Application.

D. Cancellations

All cancellation refund requests must be approved by the Parks and Recreation Department Director.

1. Youth Center, Park Pavilions and Venetian Pool Meeting Room

Refund requests for cancellation of a facility rental permit must be made, in writing, 7 days prior to the facility rental date. Approved cancellations will be refunded the rental fee only, less a \$15 processing fee. (The security deposit is non-refundable for cancellations).

There will be no refunds issued when a cancellation request is submitted with less than a 7 day notice.

2. Venetian Pool After Hours Rental

Refund requests for cancellation of a facility rental permit must be made, in writing, 60 days prior to the facility rental date. Approved cancellations will be refunded the rental fee only, less a \$15 processing fee. (The security deposit is non-refundable for cancellations.)

There will be no refunds issued when a cancellation request is submitted with less than a 60 day notice.

E. Indemnification

For and in consideration of the City of Coral Gables consent to allow the Facility Rental Permit Applicant to use a city owned facility located within Miami-Dade County Florida, the Facility

Applicant agrees as follows:

The Facility Rental Permit Applicant jointly and severally, hereby hold harmless, indemnify and defend the City of Coral Gables, its representatives, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Facility Rental Permit Applicant or any of the contractors, subcontractors, participants and/or guests associated with the Facility Rental outlined in this application. This indemnification provision shall survive the termination of this contract and shall be in full force and effect beyond the term or termination of this contract, however, terminated. This indemnification provision includes claims

made by the entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity of section §768.28, Florida Statutes.

I/We hereby acknowledge that a copy of the ***Facility Rental Usage Policies*** containing the rules and regulations for use of facilities owned and/or managed by the City of Coral Gables Parks and Recreation Department has been received and that I/We have read, understand and agree to abide by these rules & regulations governing the usage of the Facility being rented.

F. Insurance Requirements

Without limiting PERMIT APPLICANT'S indemnification of the CITY, and during the term of this Agreement, PERMIT APPLICANT shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the CITY and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the CITY. Certificates or other evidence of coverage shall be delivered via email, fax or US mail to;

Certificate Holder should read:

**City of Coral Gables
Insurance Compliance
PO Box 12010 - CE
Hemet, CA 92546-8010**

And can be emailed to:

cityofcoralgables@ebix.com

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Permit, and shall contain the express condition that the CITY is to be given written notice of at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

1. Insurance Requirement for Companies

Companies are required to evidence the following Insurance to the City;

<u>Insurance Coverage Type</u>	<u>Limit of Liability Required</u>		
Commercial General Liability \$2,000,000	Each Occurrence	\$1,000,000	Aggregate
Liquor Liability (required if liquor is served) \$2,000,000	Each Occurrence	\$1,000,000	Aggregate

- All insurance policies evidenced to the City shall name the City of Coral Gables as an Additional Insured on a Primary and Non-contributory basis.
- All insurance policies evidenced to the City shall contain A Waiver of Subrogation Endorsement in favor of the City of Coral Gables.
- All insurance companies providing coverage must have an A.M. Best rating of at least (A-/VI) or an equivalent rating given by a recognized rating agency.

Companies evidencing insurance must provide the following documents to the City;

1. The Cover Sheet from the Facility Rental Permit Application.
2. A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured on a primary and non-contributory basis including a Waiver of Subrogation in favor of the City.
3. A copy of the Endorsements evidencing that Additional Insured status has been provided to the City and that this coverage has been provided on a Primary & Non-Contributory Basis.
4. A copy of the all Waiver of Subrogation Endorsements for each line of coverage required.

2. Insurance Requirement For Individuals

Individuals are required to evidence the following Insurance to the City;

<u>Insurance Coverage Type</u>	<u>Limit of Liability Required</u>
Personal Liability Insurance	Each Occurrence \$300,000

(including host liquor liability coverage is if liquor is served)

Individuals evidencing insurance must provide the following documents to the City;

1. The Cover Sheet from the Facility Rental Permit Application.
2. A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured.

3. If Applicant Does Not Have Insurance

Alternatively, Companies & Individuals may obtain liability insurance through a TULIP (Tenant User Liability Insurance Program) established by the City @ www.ebi-ins.com/tulip.

The City of Coral Gables reserves the right to require additional types of insurance coverage or higher limits of liability for any event. This determination will be made by the Risk Management Division.

City of Coral Gables Insurance Compliance Contact Information

Phone: (951) 652-2883 • Fax: (770) 325-0417 • Email: cityofcoralgables@ebix.com

G. Responsibilities of the Renter

The Renter, as identified on the Facility Rental Permit Application, agrees to be present at the rented facility for the duration of the event. Absence of the Renter during the stated rental period may automatically forfeit the return of the security deposit and may prohibit Renter from any future reservations at a City owned/operated property.

The Renter agrees to be responsible for the actions of their guests and their guest's compliance with all applicable federal, state and local rules, regulations, laws and ordinances while on City property.

The City of Coral Gables reserves the right to immediately terminate a rental contract for violation of any rental usage policy, rule, regulation, ordinance or any violation of a federal, state or local rule, regulation, law and/or ordinance.

No individual shall rent a facility, when the event will have an expected attendance greater than the maximum occupancy allowed for use of the space.

The Renter agrees to be prompt in arriving and departing the facility. **It is understood that the rental time frame, as it appears on the Facility Rental Permit Application, includes time for set-up, decorating and cleaning of the facility.** The building/facility/room will not be open prior to or later than the rented time. If additional time is needed, additional rental time must be purchased. If the renter stays longer than the time appearing on the permit, the rental fees owed will be deducted from the deposit.

The Renter agrees to assume all responsibility for any damages done to the facility as a result of their usage inclusive of damages done by the Renters agents or assigns, visitors, invitees, guests, trespassers, or any other user of any portion of the premises.

The Renter agrees to report any damages to the facility or equipment immediately. Costs associated with the damage may be deducted from the security deposit; additional charges may apply.

It is the responsibility of the renter to submit a completed Facility Set-Up form 14 days prior to the event date indicating placement of tables and chairs. (if applicable).

The Renter agrees to leave the premises in as good or better condition than which existed prior to their usage. All trash and paper must be picked up from floors, including hallways and exterior of the facility and/or pavilion. Trash must be placed in proper trash receptacles and where available, trash must be taken to the facility dumpster.

The Renter agrees to clean spills on floors, tables and chairs. The Renter is also responsible for wiping clean tables, chairs, countertops, sinks, refrigerators, stoves and kitchen area (if applicable).

The Renter agrees to remove all decorations from the facility and to remove all personal items at the conclusion of the rental period. The City of Coral Gables will not be responsible for items left at the facility.

The Renter agrees to ensure that the facility and all equipment in the building is left in its original condition.

Venetian Pool

If the above mentioned is not completed by the renter the City of Coral Gables has the right to withhold all or some of the \$1000 performance bond. The renter will be notified in writing from the Facility Supervisor if the deposit will be returned and if not what the deficiencies were.

H. Facility Use Rules, Policies and Procedures

With the exception of an after-hours rental, rental of a facility does not restrict use of the facility by others. Visitors to a facility will be allowed access to common areas and those areas not reserved with a Facility Rental Permit.

Any duly authorized City employee shall have the right at any time during a function to enter any and all parts of the premises for the purpose of inspection.

Parking of vehicles is allowed in designated parking areas only. No parking is allowed on grass or swale areas. Violators may be issued a parking citation if they choose to violate the parking regulations.

Equipment, outside entertainment and/or activities, in addition to or beyond facility amenities must be approved by the Facility Supervisor in advance of the rental date. Approval must be noted on the Facility Rental Permit Application.

Equipment, outside entertainment and/or activity providers must have in place prior to and for the duration of the event the minimum insurance requirements as established by the City of Coral Gables.

Scotch Tape and Masking Tape are the only approved items allowed for affixing decorations to the structural surfaces at any facility, inclusive of tables, walls, windows etc. No pins, staples, nails, tacks or other fastening materials or devices may be used

Fires, portables stoves or grills are only allowed in designated facilities and must be approved in advance by the Parks and Recreation Director. Approval for use must be noted on the Facility Rental Permit Application.

The following are **prohibited** at any park or facility managed by the Coral Gables Parks and Recreation Department: Smoking or use of tobacco products; Glass; Gambling; the throwing of rice, confetti or glitter.

The City of Coral Gables noise ordinance will be strictly enforced.

I. Alcoholic Beverages

The serving of alcoholic beverages is permitted when: in conjunction with a Facility Rental Permit Application; approved by the Parks and Recreation Director; and, only in designated areas of the Venetian Pool and the Coral Gables Youth Center.

Permission for the serving of alcoholic beverages must be noted on the Facility Rental Permit Application.

The serving of alcoholic beverages will require insurance and the hiring of at least one off-duty Coral Gables Police Officer, at the Renters expense. The number of officers required will be at the determination and discretion of the Facility Supervisor.

It is the responsibility of the renter to ensure that all federal, state and local laws relating to the serving and/or consumption of alcohol are abided by when alcohol is permitted at the event.

J. Commercial Use, Admission Fess and Public Performances

Charging for a professional service, such as private lessons or athletic instruction, or for commercial use of a public park/facility is not permitted without the written permission of the Parks and Recreation Director. Commercial use includes the collection of an admission fee from guests upon entering the rented facility.

The selling of any food, beverage, article, thing, privilege or service within a park or adjacent to a park is reserved by and controlled by the City of Coral Gables Parks & Recreation Department.

Permission to sell any food, beverage, article, thing, privilege or service must be obtained in writing by the Parks and Recreation Director prior to the event. All licenses required for sale of any food, beverage, article, thing, privilege or service are required and the responsibility of the Renter.

Any individual or group presenting a public performance must obtain and pay for the applicable licenses, permits, royalties, inspection fees etc. required. Written verification must be presented at the time of reservation and noted on the Rental Application.

The Renter agrees to be responsible for all damages, penalties, and/or fines imposed on the City for failure to obtain the required licenses, permits, etc.

The Renter agrees to pay all royalties and assume all costs arising from the use of any invention, design, process, material, or equipment which is the subject of patent rights or copyrights.

The Renter agrees to hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the works, or any part thereof, furnished under this agreement, constitutes an infringement of any patent or copyright of the United States. The Renter agrees to pay all damages and costs awarded against the City.

K. Amusement Devices and Entertainment Providers

Inflatable amusement devices are permitted at the Coral Gables Youth Center ONLY and only in conjunction with a facility or birthday party rental.

Inflatable amusement devices are prohibited in/at any other park and/or facility managed by the Coral Gables Parks and Recreation Department.

Live animals (petting zoos, pony rides, wildlife displays, etc.), mechanical rides and any other entertainment device is prohibited in all City of Coral Gables parks and facilities.

Permission for an inflatable device will only be given if the following conditions are met:

1. The amusement device vendor must provide a Certificate of Liability Insurance listing the City of Coral Gables, Insurance Compliance; PO Box 12010 – CE; Hemet, CA 92546-8010 as additionally insured. Commercial General Liability must be in the amount of \$1,000,000. The date and location of the event must be printed on the Certificate of Liability Insurance.
2. The Certificate of Liability Insurance must be submitted to the Facility Supervisor 14 days prior to the rental date. The amusement device vendor and the renter must have a copy of the insurance certificate on site the day of the event.
3. The amusement device vendor must supply their own power (i.e. generator). The City of Coral Gables will not supply electricity.
4. The amusement device(s) must be set up and removed during the stated rental hours. Set-up before and takedown after the stated hours is not permitted.
5. Renters are limited to two devices per event. The Renter must inform the Coral Gables Youth Center Supervisor of the type and size of each device. These amenities must be indicated on the Facility Rental Permit Application.
6. Devices must be placed in designated areas as determined by the staff of the Coral Gables Youth Center.

Failure to comply with these policies will result in the amusement device vendor not being allowed on or asked to leave City property. The renter's deposit may also be retained for violation of policies.