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RESOLUTION NO. 09-59

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; ESTABLISHING FACILITY RENTAL RULES AND REGULATIONS AND A FACILITY RENTAL APPLICATION/AGREEMENT FORM; SETTING FEES, TERMS AND CONDITIONS FOR COMMUNITY ROOM, AMPHITHEATRE, AND GAZEBO RENTALS AT LUDOVICI PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village will soon begin renting the Community Room, Amphitheatre and Gazebo at Ludovici Park; and,

WHEREAS, the Community Room is unique and its usage distinct from other recreation rooms in the Village park system; and,

WHEREAS, pursuant to Council direction, the Parks & Recreation Department has created an appropriate set of terms and conditions, fees and facility rental application/agreement form; and;

WHEREAS, the Mayor and Village Council desire to adopt the attached proposed aforementioned appropriate set of terms and conditions, fees and facility rental form to be used exclusively for the Community Room, Amphitheatre, and Gazebo Rentals at Ludovici Park; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The proposed Ludovici Park Facility Rental Application/Agreement which is attached hereto as Exhibit 1, is hereby approved and adopted.

Section 2. The proposed Ludovici Park Facility Rental Rules & Regulations which is attached hereto as Exhibit 2, is hereby approved and adopted.

Section 3. This resolution shall take effect immediately upon adoption

PASSED and ADOPTED this 13 day of July, 2009.

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Attest: 
Meighan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Ege Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

- Mayor Eugene P. Flinn, Jr. YES
- Vice Mayor Brian W. Pariset YES
- Council Member Ed Feller YES
- Council Member Howard J. Tendrich YES
- Council Member Shelley Stanczyk YES

EXHIBIT 1



Parks & Recreation Department

**LUDOVICI PARK
FACILITY RENTAL APPLICATION/AGREEMENT**

Date of Application: _____

Permittee:

Name of Applicant: _____

If in name of Company/Corporation, designated representative officer or person:

Name: _____ Title: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Secondary contact person:

Name: _____ Position: _____

Telephone: _____ Email: _____

If tax exempt, Tax Exempt No. (copy attached): _____

Facilities / Amenities Requested:

____ Community Room ____ Amphitheatre ____ Gazebo
____ Event / grass area ____ AV Equipment ____ Sound Equipment

EXHIBIT 1

Date of Event: _____

Name of Event: _____

(Advertised) Time(s) of Event: _____

Load-in/set-up times required: _____

Load-out/breakdown times required: _____

Alternative Date in the Event of Inclement Weather: _____

Specific Type of Event: (concert, fair, festival, fundraiser, political, religious, filming, community event, etc)

Description of event: _____

Note: The Village reserves the right at its sole discretion to deny usage for any event or components of events deemed to be immoral, illegal and/or offensive to the citizenry of the Village of Palmetto Bay and/or not in keeping with the standards necessary to ensure the health and welfare of same.

Permittee shall submit, not later than ten working days prior to the event, as list of **all** vendors, workers, etc., volunteer or contracted, including caterers, bands, set-up personnel, electricians, etc and respective functions and times expected to be on premises.

Estimated Attendance: _____

If event was held elsewhere or in prior years, please indicate when, where and estimated attendance:

Date: _____ Location: _____ Attendance: _____

Are you aware of any after-action report by local policing authorities? ___ yes ___ no

Permittee

Village

EXHIBIT 1

Is the event free to the public? yes no invited guest only

If gated, what is the admission charge? Advance ticket price _____ at gate: _____

Other: _____

Note: For all events other than wedding, reception, etc requiring specialized catering, the independent selling of food and beverage by Permittee or assignees is prohibited. Such services must be arranged for and/or contracted through the existing park concessionaire.

Do you wish to serve and/or arrange for the consumption of alcoholic beverages?

yes no

Anticipated Media Coverage:

Print Radio Television Internet

Will tents, booths or mechanical / non-mechanical rides/amusements be set up as a part of this event?

Booths: # _____ size(s): _____

Tents: # _____ size(s): _____

Note: Booths, tents in excess of 10 feet by 10 feet, and mechanical rides/amusements may require permits and day of event inspections by Miami-Dade Department of Fire Rescue, whose costs shall be the responsibility of the Permittee.

Permittee agrees to obtain or acquire through respective contractors, the necessary insurance coverage as required by the Village of Palmetto Bay. Any component of this event failing to comply with this requirement will be prohibited from entering the park grounds and participating in the event.

EXHIBIT 1

Summary of Rental Fees:

Community Room:

_____ hours at \$_____ per hour; or daily rate of \$_____ ;\$_____

Amphitheatre:

_____ hours at \$_____ per hour, or daily rate of \$_____ ;\$_____

Gazebo:

_____ hours at \$_____ per hour, or a daily rate of \$_____ ;\$_____

Sound Equipment:

_____ hours at \$_____ per hour, or a daily rate of \$_____ ;\$_____

Security/Clean-up (REFUNDABLE) deposit:.....\$_____

TOTAL FEES DUE: \$_____

Date paid (minimum 50%): _____ Amount: \$ _____

Date balance paid: _____ Amount: \$ _____

Note: Any other mandated services via County and/or municipal agencies shall be acquired and paid for separately; however, verification of same is required at least ten (10) working days prior to the event in the form of an executed contract and receipt(s) of payment submitted to the Village of Palmetto Bay.

_____ Miami-Dade / Palmetto Bay Police Department Date confirmed: _____

_____ Miami-Dade Fire and Rescue Date confirmed: _____

_____ Date confirmed: _____

_____ Date confirmed: _____

EXHIBIT 1

Post-Event Inspection:

Date: _____

Time of Inspection: _____

Inspection conducted by: _____

_____ Facility found to be cleaned as required by rental agreement/application.

_____ Facility not cleaned or partially cleaned

_____ Estimated number of hours for clean up by Village staff: _____

_____ Hours required for clean-up to be determined

_____ Facility found to be free of any damage

_____ Noted damage to facility with estimated costs to be determined

Description of Damage:

_____ By signature below, Permittee has verbally and visually been advised of the findings of this inspection (via walk-through inspection of entire facility) in which damage and/or non-compliance to contractual requirements was noted. As a result, a to-be-determined amount of deposit funding shall be retained by the Village as recompensation

Permittee (Print Name)

Signature

_____ By signature below, Permittee was found to be in full compliance with clean-up-damage requirements and is entitled to receive a full refund on deposited funds for the event currently held by Village.

Date

Parks and Recreation staff member

Signature

Permittee (Print Name)

Signature



Village of Palmetto Bay

FACILITY RENTAL RULES & REGULATIONS
Community Room, Amphitheatre and Gazebo at Ludovici Park

Thank you for considering the Village of Palmetto Bay for your rental. Permittee shall at all times herein be defined as the party holding the event at The Village of Palmetto Bay. This agreement permits and encourages rentals; sets terms and conditions for rentals; and regulates rentals held at the Village of Palmetto Bay to uphold our Village rules and regulations.

Facilities and Fees

Community Room:

Accommodates up to 50 people; includes use of light-food/beverage prep area. All Community Room rentals are subject to prior written approval from Village Manager.

Weekdays 8:00 am to 5:00 pm: \$75.00 per hour, with a minimum three (3) hour rental requirement; Daily rate: 8:00 a.m. to 5:00 p.m. = \$375.00

Nights 5:00-11:00 pm, Weekends/Holidays 8:00 am to 11:00 pm: \$100.00 per hour, with a minimum three (3) hour rental; Daily rate weekends/holidays = \$500.00

* **AV equipment (set-up/break down by Village personnel only!)**

Amphitheatre:

Weekdays: \$75.00 per hour, with a four (4) hour minimum; Daily rate: \$450.00.

Weekends/Holidays: \$100.00 per hour; four (4) hour minimum; Daily rate: \$600.00.

Sound equipment (set-up/break down by Village personnel): \$100.00 per hour; Daily rate: \$600.00.

Gazebo:

Weekdays: \$50.00 per hour, with a three (3) hour minimum; Daily rate: \$300.00.

Gazebo with use of event/grass area: \$75.00 per hour, with a three (3) hour minimum; Daily rate: \$450.00.

EXHIBIT 2

Weekends/Holidays: \$75.00 per hour, with a three (3) hour minimum; Daily rate: \$450.00.

Gazebo with use of event/grass area: \$100.00 per hour; three (3) hour minimum; Daily rate: \$600.00.

* Sound system fees and related needs same as noted under Amphitheatre.

Amphitheatre/Gazebo/Event area:

Weekdays: \$100.00 per hour, with a four (4) hour minimum; Daily rate: \$600.00

Weekends/Holidays: \$150.00 per hour; Daily rate: \$900.00

- \$500.00 refundable damage/clean-up deposit for any of the above rentals
- Police Department to review events to determine if off-duty police may be required at renter's expense
- Tents to be tied-down via sandbags/water drums/etc unless otherwise approved by Village
- All fees are subject to applicable sales tax.
- Permittee acknowledges that fees are subject to change.

Reservation and Payment

1. All rental agreements, which agreement shall be uniform as developed by the Village Attorney, shall be arranged through the Parks & Recreation Department and are subject to the approval of the Director of the Parks & Recreation Department in his/her sole discretion.

2. Reservations for rentals are on a first come first serve basis.

3. A signed, rental permit application and a rental deposit equal to fifty percent (50%) of the TOTAL Rental Fee is due from Permittee two (2) weeks after Permittee requests the event date. If payment and fully executed Facility Rental Agreement is not received within the deadline the Village of Palmetto Bay will automatically remove the Permittee's reservation from the calendar.

4. The rental deposit equal to fifty percent (50%) of the total Rental Fee is refundable within the first 60 days (provided the request for refund is not within 59-days of event date) after the Permittee has signed the rental agreement. Any notice of cancellation must be received in writing to the Village of Palmetto Bay prior to the expiration of the 60 day time period in order to receive a refund. Refund checks will be mailed to the Permittee within four (4) to six (6) weeks of receipt of cancellation.

5. Permittee must pay the outstanding balance for an event a minimum of thirty (30) days prior to the event.

6. For rentals that are initiated less than 30 days to the event, the full rental amount is due at the time the rental agreement is signed and delivered to the Village of Palmetto Bay. All payments must be made in the form of cashier's check, money order or credit card.

7. All payments should be made to "The Village of Palmetto Bay." Any payments made within 30 days prior to the event must be made in the form of cashier's check,

_____ Permittee

_____ Village

EXHIBIT 2

money order or credit card. The Village of Palmetto Bay reserves the right to retain deposit and cancel any events that have unpaid balances 30 days prior to the event date. For cancellations made within 30 days of the event date, Permittee is financially responsible for total amount of rental fee, and no refunds will be granted.

Vendors/Subcontractors

8. Permittee is responsible for the actions of all subcontractors and/or vendors, which may include but are not limited to party planners, entertainers, florists, caterers, musicians, etc. Permittee shall be required to provide all contractors, subcontractors and vendors execute the Village's standard form indemnification agreement – indemnifying the Village.

9. Permittee is responsible for ensuring that all subcontractors and vendors are aware of The Village's Rules and Regulations.

Event Set Up

10. Permittees are responsible for ensuring that their subcontractors and/or vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Extension cords must be taped-down/coverage to prevent tripping, ensuring the safety of guest and/or event patrons/staff. Any electrical modifications to electrical panel must be submitted in writing and detailed by a licensed electrician or contractor for Village review and approval. Permits may be required as applicable.

11. Failure to notify the Parks & Recreation Department of electrical requirements may result in inadequate power or power failure and repairs will be at the expense of the Permittee.

12. Permittee or Permittee's Representative must be on-site to accept deliveries and oversee set up. **The Village staff will not act as Permittee Representative and will not accept or sign for deliveries.**

13. Emergency exits, doors, windows, driveways, stairs, or ramps to and from the public areas must not be blocked at any time.

Parking

14. The Parks and Recreation Department must be advised when valet parking or charter bus arrival has been arranged. Valet parking requires documentation of an agreement with a permitted valet parking company and an accompanying certificate of liability in the amount of \$1,000,000 and a garage legal liability in the amount of \$100,000. Parking attendants and drivers must park cars/buses in designated areas and at

EXHIBIT 2

all times in a manner so they do not block the parks' entrance or exit for emergency vehicles.

Time Restrictions

15. Weddings, receptions, parties and special events must comply with the Village's noise ordinance #04-24 and amplified music must conclude by 11:00 p.m. No time extensions will be granted the evening of the event.

16. Alcoholic beverages service must conclude at least one (1) hour prior to an event's ending time.

Fundraising

17. Village Manager or designee must approve any auction, sale, games of chance, or other such fundraising ventures in accordance with applicable Village, County and/or State laws/ordinances/statutes.

18. A permit to conduct business on the Village of Palmetto Bay's park property may be required.

Alcohol Use

19. If liquor is sold, and/or consumed during event, an appropriate liquor license must be obtained by Permittee and be in the name of Permittee or contracted vendor and displayed at event. Prior to the event, Permittee must provide the Parks & Recreation Director or designee with a copy of the liquor license together with a liquor liability insurance policy in the amount of \$1,000,000 which names The Village of Palmetto Bay as an additional insured. Alcoholic beverages shall not be consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate termination of this Permit and forfeiture of any security deposit or monies paid. Additionally, Permittee assumes responsibility for his/her guest and/or attendees, gated or otherwise invited, regarding the amount of alcoholic beverages consumed to ensure no one departs the events impaired and unable to safely operate a vehicle and may endanger himself/herself or others.

Note: Policy shall allow alcohol to be served at approved functions at Ludovici Park and Thalatta Park, upon the prior written authorization of the Village Manager.

Restrictions and Prohibited Items

20. Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not permitted.

21. Smoking is not permitted at any Village park facility, including any open area of the park facility.

22. Fireworks or open flames (tiki torches) are not permitted on any part of park property.

EXHIBIT 2

- 23. Decorations shall in no way damage the property, buildings, or furnishings and artifacts. Furniture, artwork, and display items may not be moved. Any and all costs for damages to property, buildings, furnishings, artwork, or display items will be charged against the security deposit and additional charges may be assessed against Permittee.
- 24. No alteration, trimming, or cutting of any plants or trees, including sea grasses is allowed. Tree climbing is not permitted. Hunting, fishing, handling, harassing, or disturbing the wildlife is not allowed.
- 25. Only service animals for persons with disabilities are permitted at park facility.
- 26. Placement of any item on the grass is subject to the approval of the Parks & Recreation Director or designee. Failure to adhere to this rule may result in additional charges, suspension of privilege of hosting the event or a loss of the security deposit.
- 27. No dumping of any substance is allowed on the grounds, or surrounding areas.
- 28. All matters of set-up, decorations, etc shall be coordinated through the Village's event coordinator and/or designated staff person.

Event Clean Up and Breakdown

- 29. Permittee is responsible for all event clean up. Permittees are responsible for ensuring that their contracted vendors are aware of all rules and clean up responsibilities. When Permittee leaves the park facility, the facility should look as it did when Permittee arrived. Failure to adhere to clean up rules may result in additional charges, and/or a loss of the security deposit. (Permittees are encouraged to obtain a private vendor and/or contractual services to accommodate litter control, etc during the event, as well as post-event clean-up. Any labor required by The Village personnel to clean the event site will be done so at an additional charge of \$200.00 per hour, deductible from the security deposit. Any balance over the security deposit amount due to clean up shall be invoiced to the Permittee.
- 30. The Village will provide trash cans and liners as needed. All trash must be removed and dumped in appropriate dumpsters located on the property. The Village hourly clean-up fee as described in Paragraph 29 above shall be imposed for failure to properly dispose of trash/trash bags.

Building Condition and Appearance

- 31. Permittee agrees to accept the event site in "as-is" condition. By executing this Permit, Permittee shall be deemed to have accepted the event site in acceptable order, condition.

Property Damage Repair and/or Replacement

- 32. Any Village property, which is damaged or destroyed during Permittee's event, will be subject to repair, replacement, or recompense at the sole cost to the Permittee. **Where necessary, the security deposit will fund repair, replacement, or recompense to damaged or destroyed property. Where necessary, the Village reserves the right to collect from Permittee any charges and/or damages not covered by the security**

deposit. Permittee agrees to reimburse the Village within 30 days upon proof from the Village of damages, repairs made, and costs incurred in effectuating the repairs.

Inclement Weather

33. The Permittee should establish a back up plan in case of inclement weather. At no time shall the Village of Palmetto Bay be responsible or liable for inclement or bad weather that may in any way affect Permittee's events at Village Park. Upon issuance of a Tropical Storm and/or Hurricane Watch or Warning for Miami-Dade County, the Village of Palmetto Bay closes to the public and prepares for the approaching storm. **Events scheduled for evenings in which a Storm Watch or Warning is issued for Miami-Dade County will be cancelled.** The Permittee may select an alternate available date on which to hold their event at the Village Park. If the Permittee chooses to fully cancel their event at the Village Park due to its closing by a Storm Watch or Warning, a refund of monies paid by the Permittee will be granted upon written notification of cancellation by Permittee to the Village. The Village of Palmetto Bay shall in no way be held responsible for any costs resulting from a closure due to inclement weather, including a Storm Warning or Watch.

Additional Terms and Conditions

34. Permittee agrees to adhere to all instructions of The Village of Palmetto Bay's staff and/or representatives.

35. Permittee agrees to abide by all federal, state, and local laws.

36. The Village of Palmetto Bay reserves the right to remove from premises any person(s) behaving in a manner considered to be potentially harmful or detrimental to The Village of Palmetto Bay and/or other event guests.

37. The Village of Palmetto Bay reserves the right to cancel this Permit at any time, with or without notice, in the event that any term, condition, or promise in this Permit has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing and The Village of Palmetto Bay will not be responsible for any consequential damages. The Village also reserves the right to cancel this Permit in the interest of public safety or in the event of an emergency. The Village will in no way be responsible for any consequential damages resulting from a closure decision due to an emergency or a closure decision made in the interest of public safety.

38. Permittee shall indemnify and hold harmless The Village of Palmetto Bay and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, subcontractors, or vendors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including

EXIBIT 2

appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

39. Application is not accepted and date is not reserved unless this document is signed and submitted along with the attached Original Permit Application and required deposits.

I _____, have read and understand these rules and regulations and accept the terms of the rental permit.

Permittee Signature

Dated _____

Print Name
