

City of Doral – Parks & Rec. Facility Agreement

# Parks & Recreation Facility Rental Agreement

		Receipt Number:	Staff Initial: _
Park:	)ate:	Event Ho	ours:
Coordinator:		Event Ca	pacity:
Address: (	City:	State: Zip C	ode:
Phone Number: ( )	Additional N	Number: ( )	
E-Mail Address:			
□ Private Party/Organization □NOT-FOR-PRO □ Use of 3 <sup>rd</sup> Party Vendor □ Athletic To		ment Agency	
□ Special Request:	Special Req	uest/Insurance Form Due Date:	
□ **Tables and Chairs Requested:	· · · · · · · · · · · · · · · · · · ·	*** only for Room Rentals	
	vilions and Indo	oor Rooms	
Doral Glades Park:		Doral Meadow Park:	(Sundays only)
☐ 20x20 Pavilion #		☐ 30x30 Pavilion	
☐ 34x24 Pavilion #		☐ Multi-Purpose Room	
☐ Multi-Purpose Room**		<b>Doral Legacy Park:</b>	
Morgan Levy Park:		☐ 20x40 Pavilion #	
☐ 20x20 Pavilion #		☐ 30x40 Pavilion #	
☐ 20x40 Pavilion #		☐ 40x40 Pavilion #	
☐ Multi-Purpose Room		☐ Multi-Purpose Room**	
		☐ Indoor Play Room**	
		☐ Event Hall: Package	-
Athletic Fields (3 hour maximum)			
☐ Soccer/ Football Field: ☐ Lighting Fee			
☐ Baseball/ Softball Field: ☐ Lighting Fee	☐ Field	Prep	
Indoor Gymnasium at Doral Legacy Park	-		
☐ Half Court (per hour/3 hr. max.)	☐ Full (	Court (per hour/ 3 hr. max.)	
☐ Whole Gym (8 hour maximum)			

( CAO Review 2020-03 )

I. <u>Faci</u>	iity	Rental Rules
	a.	<b>Refund Policy</b> Customers will receive a refund if a written request is received two weeks (14 days) prior to the event date. Any requests received less than two weeks (14 days) prior to the event date will only be eligible
		for a refund of 50% of the amount paid. No refunds will be given if a written request is received the day of o
		after the event. Refunds will be issued in the form of a check and may take 2-3 weeks to process.
	b.	<b>Weather Policy</b> : Fees will be processed and parties or pavilion rentals must continue regardless of weather conditions. Severe weather conditions are exceptions. If the weather conditions are deemed unsafe by a City
		of Doral employee, the rental fee and deposit will be refunded upon written request. Written request must be
		submitted to the Parks and Recreation Department no later than three (3) days after the event date
		Rescheduling of the reservation will be allowed (in person) under these same conditions.
	C.	The designated area will be reserved for the exact number of hours and may not exceed the maximum number
		of persons permitted for the rental area. The rental time includes set-up and clean-up.
	d.	The sale of any merchandise and/or services is expressly forbidden.
	e.	Alcoholic beverages and gambling, in any form, is strictly prohibited.
	f.	Music in any form must comply with each park's regulations. The use of DJ equipment, P.A. systems, and/o
		other professional music equipment is not permitted. Any music that disturbs park patrons or neighboring
		residents is prohibited. Applicant must lower music upon request by the Department. Failure to comply wi
	~	result in immediate revocation of permit.
	g.	<b>Animals are not allowed.</b> Exceptions will be made for service animals upon the approval of the Parks and Recreation Director or his/her designee.
	h.	The Parks and Recreation Director, or their designated representative may cancel or revoke the permit with
	11.	or without cause; waive the requirements of the rules and regulations; or, in the public interest, make additiona
		conditions regarding the use of City buildings and grounds.
	i.	When vacated, the facility shall be returned in the same condition as received. Party decorations must be
		removed and all trash and charcoal must be placed in proper receptacles immediately at the conclusion of the
		event.
	j.	Security deposit will be forfeited for any damages, vandalism, missing equipment, failure to clean up after use
	-	or failure to comply with rules and regulations.
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Additional	Rer	ntal Rules for Pavilions, Rooms & Indoor Gymnasium
	k.	No person will picnic; lunch, cook, or setup equipment in any area not specifically designated and regulated
	۸٠.	by the Parks and Recreation Director or his/her designee. If the applicant sets up in a location other than the
		pre-designated area, Department employees reserve the right to revoke the permit and all deposits and
		additional monies will be lost.
	I.	Only Parks and Recreation Department installed barbecue grills are authorized for use unless otherwise
		approved by the Parks and Recreation Director or his/her designee.
	m.	10' X 10' tents are permitted (1 tent per 12 people with a maximum of 10 tents per rental). (No tents allowed
		at Doral Legacy Park).
	n.	The use of confetti, glass containers, nails, staples, tape, as well as, the hanging of decorations from the
		ceiling of the pavilion/room is strictly prohibited.
	0.	Mechanical rides, dunk tanks, waterslides, amusement games or any other perfunctory objects are no
		permitted.
	p.	Bounce Houses and Special Equipment: All 3rd party vendors providing special services, special
		equipment, serving food or beverages, or sponsoring athletic tournaments must provide the City with a
		Certificate of Insurance specifically covering the date and facility and name the City of Doral as Additional
		Insured prior to the event. Certificate will be reviewed by the City's risk management team for sufficiency. All
		forms must be submitted 10 days after the party rental reservation has been made or otherwise
		<b>specified by the Parks and Recreation Department.</b> (See Section 4 for insurance specifications.) No more than one bounce house per reservation is allowed. The use of multiple bounce houses is strictly prohibited
		(Morgan Levy Park: Once a pavilion has a bounce house reserved, none of the neighboring pavilions may
		reserve a bounce house.). No Bounce Houses allowed at Doral Legacy Park.
	q.	Parking is restricted to designated areas. Personal and/or commercial vehicles shall not be driven onto
	ч.	sidewalks, walkways, or grass areas.
	r.	No gas powered generators and/or gas tanks of any sort will be allowed at any facility at any time unless
	•	otherwise approved by the Parks and Recreation Director or his/her designee.
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#### 2. Risk of Loss

In no event shall the CITY be liable, or responsible for any bodily injury, or loss to, or damage to any property, owned by, rented by, or in care of the USER, or PERMITEE, its officers, agents, employees, invitees, or patrons, including or resulting from theft, destruction, or damage of any kind, or nature whatsoever in connection with this agreement.

#### 3. Indemnification

USER shall indemnify, defend and hold harmless the CITY, its elected officials, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "Liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the user, its employees, agents, or sub-contractors.

### 4. Insurance Requirements for Special Services, Equipment, Food Service, or Athletic Event Sponsors

# I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000
Personal & Advertising Injury \$1,000,000
Products & Comp. Ops (If Applicable) \$1,000,000

Including City of Doral listed as an Additional Insured Address: 8401 NW 53 Terrace, Doral, FL 33166

## II. Automobile Liability

(Required for equipment deliveries & food trucks)
Combined Single Limit (BI/PD) \$1,000,000\*

\*Exception: Food Truck with cooking/operations in a trailer pulled by an automobile: \$300,000 Combined Single Limit

Including City of Doral listed as an Additional Insured Address: 8401 NW 53 Terrace, Doral, FL 33166

III. Workers Compensation (Coverage A)
Statutory limits as required - State of Florida
Employer's Liability (Coverage B)

\$100,000 Each Accident

\$100,000 Each Disease, Each Employee

\$500,000 Policy Limit for Disease

State of Florida Exemption Form required for businesses exempt from obtaining Workers' Compensation Insurance.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of the Facility Rental Agreement. Include description of Operations with event/services/equipment description and date of event.

All insurance will be provided by companies authorized to do business in the State of Florida. Companies must be AM Best rated no less than "A-", "Class VI" or equivalent.

Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.

I certify that the above given information is correct and that I have read and understand the rules and regulations governing this permit.

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	Signature	Print Name	Date