

Phone: (727) 498-8948 Fax: (727) 498-8841 6000 54<sup>TH</sup> Avenue North Kenneth City, Florida 33709

### **FACILITY RENTAL POLICIES AND PROCEDURES**

The following fees shall be charged for the use of Town-owned facilities at the following Town properties. Contact the Town of Kenneth City at (727) 498-8948 for additional information.

The rental clock starts when the building is opened for set-up and decoration on arrival and runs until clean-up is completed and everyone leaves the building.

ANY overage rounds up to the NEXT FULL HOUR.

A maximum number of 80 people are allowed in the Community Hall facility.

#### A. Schedule of Fees

FACILITY	KENNETH CITY RESIDENT	NON-RESIDENT/PROFIT- MAKING ORGANIZATION	HOURS 5,6,7,8 PER HOUR
Community Hall without kitchen (1-80 people)	(4 HOUR MAX)	\$200 (2-4 HOURS)	\$25
Community Hall with kitchen (1-80 people)	(4 HOUR MAX)	\$250 (2-4 HOURS)	\$25

For rentals, an additional: \$ 300.00 refundable security deposit required WITH kitchen use

\$ 250.00 refundable security deposit required WITHOUT kitchen use AND

\$ 27.00 per hour staff fee (two-hour minimum) is required

# EXAMPLE: COMMUNITY HALL (3 hours) WITHOUT KITCHEN (RESIDENT)

\$ 300.00 refundable security deposit + \$ 81.00 staff fee (3 hours at \$27) \$ 381.00 total facility use payment

# EXAMPLE: COMMUNITY HALL (6 hours) WITH KITCHEN (NON-RESIDENT)

\$ 250.00 rental fee (with kitchen)

+ \$ 50.00 (hours 5,6 at \$25)

\$ 300.00 refundable security deposit

\$ 162.00 staff fee (6 hours at \$27)

\$ 762.00 total facility use payment

These fees are assessed to help defray the cost to the Town of Kenneth City for additional air conditioning, heating, lighting, water, gas, janitorial supplies and maintenance of centers, contents and grounds that are required for these extra facility uses. Staff attendance is required to ensure security of the building and its contents/equipment as well as compliance with stated policies. All payments shall be recorded and a receipt shall be given to the event organizer.



## **FACILITY RENTAL POLICIES AND PROCEDURES**

#### A. Making a Reservation

Reservations are accepted for facilities owned and/or operated by the Town of Kenneth City Monday-Friday from 8:30 AM–4:30 PM, Wednesdays 8:30 AM–1:30 PM. Reservations must be made by an adult, 21 years of age or older. Government issued photo identification is required for all reservation requests. Payment must be received within 24 hours of reservation.

No facility reservation will be accepted with less than a thirty (30) day notice.

**Two proofs of residency are required** for anyone seeking **resident rates**. Acceptable forms of identification include a current utility bill (no older than 30 days), and a driver's license or official picture ID. *Fraudulent representation of residency status can result in cancellation of rental.* 

Town resident use of facilities is limited to a maximum of four (4) hours per day for no fee. The intent behind this provision is to enable fairness and availability of the facility for residents and non-residents alike.

Information provided by the renter may be disclosed under public records requests.

The individual making the facility reservation must be in **attendance** at the facility for the duration of the rental. This individual's name or his/her designee must also match the name of the individual who signs the "After Party Check List". Discrepancies may result in the renter's forfeiture of deposit.

**Subcontracting** of any permit is not allowed. Subcontracting will result in immediate revocation of the renter's contract.

All **not-for-profit organizations** must provide proof of current tax-exempt status including a recent copy of IRS Form 990 and/or Charitable Organization Certificate (501c3 form).

Any **outstanding debts** with the Town of Kenneth City, or violations of Town policies during a previous rental will result in denial of facility usage.

Hours rented cannot be split throughout the day.

#### B. <u>Deposits, Charges & Payments</u>

**Rental fees** are based upon the Section A – Schedule of Fees approved by the Town Council during the yearly budget process.

**Reservation requests** must be made a minimum of 30 days in advance of the desired date of usage. Reservations made that include payment of security deposit shall signify use of the facility for the intended date. All rates are based upon an **operating period** beginning at:

MONDAY THRU FRIDAY- 9:00 AM - 8:00 PM FRIDAY & SATURDAY - 9:00 AM - 10:00 PM SUNDAY 10:00 AM - 5:00 PM Variations in the stated time period are subject to approval of the Town Manager and must be requested in writing. If **paying by check**, the name on **the check must match the name of the person on the rental contract**. Checks are made payable to: **TOWN OF KENNETH CITY**.

**Rehearsals, set-up, and clean-up times** are charged at the regular hourly rate.

The Town of Kenneth City reserves the right to assign **security and/or technicians** when needed at the expense of the renter/user.

#### C. Cancellation Policy & Changes to Existing Contracts

IN THE EVENT OF CANCELLATION BY THE RENTER, A REFUND OF THE DEPOSIT, USAGE AND STAFF FEES THAT WERE PAID IS BASED ON THE NUMBER OF DAYS NOTICE AND THE CANCELLATION POLICY WILL APPLY AS FOLLOWS:

- Cancellation of a reservation 30 days or more from your function/event will result in a 100% refund.
- Cancellation 11-29 days from your function/event will result in a 50% refund.
- Cancellation 10 days or less from your function/event will result in NO refund.

**Notification of cancellation** must be in writing and submitted to the Town of Kenneth City administrative office at the Town Hall, 6000 54<sup>th</sup> Avenue North. **The reason for this provision is to attempt recovery of lost revenues** due to the Town turning away other possible renters when a prior reservation exists.

**Changes to existing contracts**, to include date change, facility change and addition/subtraction of rental hours, must be made at least 30 days prior to scheduled rental date. Requests for changes must be submitted in writing by the person whose name is on the rental contract. Changes to existing contracts are based on availability and are at the discretion of the Town Manager and may be subject to monetary penalties.

The Town of Kenneth City, reserves the right to cancel a facility reservation due to natural disasters, Town programs, facility structural damage, an emergency situation, failure of renter to provide adequate liability insurance or other information concerning the rental, and/or the Town entering into a long-term ground lease for the facility. In the event that any of these situations occur causing a reservation to be canceled, the individual making the original reservation will receive a refund of the hourly/flat rate fees, usage fees and the staff fees that were paid.

#### D. Responsibilities of the Renter

The renter is responsible for the **actions of their guests** and their guest's compliance with all applicable rules, regulations, laws and ordinances while on Town property.

Cameras at Town facilities may be used to view events and functions as they occur. If needed, recorded footage will be reviewed to determine compliance with Town policies, procedures, ordinances and laws.

The rental time, as it appears on the rental contract, must include time for set-up, decorating and cleaning of the facility. The building will not be open prior to or later than the rented time paid for and will only be opened for the person whose name is on the rental contract. All rental parties must be prompt in arriving and departing the facility within the stated rental period.

It is the responsibility of the renter to submit a completed *Facility Set-Up* form 14 days prior to event date. If the set- up form is not submitted, the room will not be set up prior to the rental time. Tables, chairs and equipment available are listed on the set-up form. Tables, Chairs, and/or equipment other than those provided by the Town of

#### Kenneth

City, whether rental or privately owned, must be pre-approved in writing at least seven (7) days prior to the event date and may require insurance. Event layouts, other than the standard layouts provided on the Facility Set-Up form must be pre-approved by the Fire Department in writing at least seven (7) days prior to event date.

The renter is responsible for **replacing missing or damaged equipment or repairing any damages** to the building or equipment.

THE DIAS AND PLATFORM AREA ARE NOT TO BE USED AT ANY TIME. There will be NO exceptions to this policy. Should staff discover at any time during the rental that this area is being used, or has been used, the deposit WILL BE FORFIETED!

No tape, pins, staples, nails or other **fastening devices** may be used on any walls or structural surfaces at any Town facility. All **table decorations** must be flame retardant and colorfast. Candles are not allowed in Town facilities. No open flames are permitted. Exception: ceremonial/religious purposes (i.e. unity candle for wedding ceremonies – MUST BE SECURED) approved from the Fire Department in writing prior to the event.

# The use or throwing of RICE, CONFETTI, OR GLITTER IS NOT PERMITTED INSIDE OR OUTSIDE OF ANY FACILITY.

Maximum capacity limitations shall be maintained at all times. An increase in the maximum capacity allowance must be approved by the Building and Fire Departments in writing at least seven (7) days prior to the event.

Interior wall coverings (draperies, decorations, etc.) must be fire retardant (Class A or B) and be approved by the Town Manager prior to event date.

No decorations shall block the operation of the fire sprinkler or fire alarm devices.

Decorative material including, but not limited to, cotton, hay, paper, straw, moss, split bamboo and wood chips shall be flame-retardant treated to the satisfaction of the Fire Department. Materials that cannot be treated for flame retardancy shall not be used.

No pyrotechnic devices shall be used unless submitted and approved by the Fire Department in writing prior to the event. A fire watch must be present during this type of event.

All fire watch must be scheduled and approved no less than one week prior to event to allow for staffing. Payment is required prior to event in cash or money order.

For questions regarding fire-related policies for rentals, please call the Kenneth City Town Hall at (727) 498-8948.

#### E. Refund of Deposit

If the facility is clean and damage free with no violations of Town policies or ordinances, and the below listed items have been followed, the deposit will be returned by the Town within two weeks of the rental date. Deposits paid by check, cash, or money order will be returned by Town check. The refund will be made payable to and mailed to the person listed on the Rental Agreement Contract. No exceptions!

#### To ensure the return of your deposit:

A. The **rental must occur during the stated hours** as they appear on the rental agreement. Entrance prior to or departure after the stated times will result in forfeiture of deposit.

- B. All trash and paper must be picked up from floors, including hallways, bathrooms and exterior of building. Trash must be placed in proper trash receptacles during the event. After the event, all trash must be taken to the building dumpster.
- C. **Spills** on floors, tables and chairs must be wiped up. All tables and chairs must be wiped clean.
- D. All **decorations** must be removed from the facility. All **personal items** must be removed from the facility immediately after the event. The Town of Kenneth City will not store linens, flatware, plants, arches, etc., or any other equipment associated with the rental. Staff will dispose of any equipment left behind immediately after the rental.
- E. The **kitchen** counter tops, sinks, refrigerators, stoves and spills on floors must be cleaned and sanitized.
- F. All equipment in the building must be left in its original condition. This includes, but is not limited to, PA equipment, soap and tissue dispensers, kitchen equipment (any pots, pans, utensils, etc.), artwork/displays, etc. The renter is financially responsible for repair of the facility for any damage during their use, and any equipment found to be damaged or missing after the event. A copy of the renter's credit card, in addition to the standard damage deposit, will be retained by the Town to potentially cover any damages to the facility where the cost to repair damages exceeds the standard damage deposit amount.
- G. The intended goal regarding public use of the facility is to leave the facilities in as good or better condition than when found.
- H. All **policies and rules** must be followed. Violation of any stated rule and/or policy will result in forfeiture of deposit and may affect future rental requests.
- The **individual whose name appears on the contract** or their designee must complete and sign, with staff, the **"Maintenance Check List"**. Signing of this "Checklist" by the renter and staff member **does not guarantee** the return of the deposit. The signature only means that staff and the renter have completed the form.
- J. Any duly authorized Town 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. Cameras will also be utilized to view functions/events.

K.

#### F. Insurance and Permit Requirements

#### A. Hold Harmless and Indemnification Clause

Those entering into a rental agreement with the Town of Kenneth City must sign the Hold Harmless and Indemnification Clause stating the following:

"Renter name agrees to indemnify and hold harmless the Town of Kenneth City, its officers, employees and officials (and, at the Town's discretion, renter name will provide defense or pay for legal counsel selected by the Town to represent the Town and its officers, officials and employees) for, from and against all claims, actions, or causes of actions, losses, damages, liabilities, costs and expenses, including costs, attorneys' and paralegals' fees, and fees of experts, imposed on or incurred by the Town in connection with any and all loss of life, bodily injury, and damage to property which arises, relates or pertains to directly or indirectly, renter name's acts or omissions (including negligent acts or omissions) with respect to the use of the facility as set forth in this Rental Agreement Contract."

#### B. Admission Fees and Public Performances

Any renter who charges an admission to an event or activity will provide a Certificate of Insurance covering general liability in the amount of \$1,000,000.00, which names the Town of Kenneth City as additionally insured for all activities, public or private. The renter's insurance will bear full responsibility for any injuries, damages or incidents arising from the stated activity. All necessary documents and fees must be received upon reservation

Any individual or group presenting a public performance agrees to pay all performance royalties, industry license fees, and acknowledge it has obtained the rights of performance that may be levied and holds the Town free and harmless from any liability caused by failure to pay such royalties, or obtain such rights.

### C. Privately Owned and/or Rental Equipment

Any renter who is approved to utilize Privately Owned and/or Rental Equipment will provide a Certificate of Insurance covering general liability in the amount of \$1,000,000.00, which names the Town of Kenneth City as additionally insured for all activities, public or private. The renter's insurance will bear full responsibility for any injuries, damages or incidents arising from the stated activity. All necessary documents and fees must be received upon reservation.

#### D. Amusement Devices

Animals (petting zoos, pony rides, wildlife displays, etc.), mechanical rides or water rides of any kind ARE NOT allowed on Town property. Inflatable amusement devices are allowed, such as a bounce house (maximum of 2) as part of a pavilion rental at Schleck and Ernst Park only. The following conditions apply:

- i. The inflatable amusement device vendor must list the Town of Kenneth City, 6000 54<sup>th</sup> Avenue North, Kenneth City, FL 33709, as **additionally insured** with their insurance company for general liability in the amount of \$1,000,000 for the day of the event. This **insurance certificate** must be submitted to the Town Hall no later than two weeks before the event. Insurance certificates can be faxed to (727) 498-8841. The name of the renter, rental date and park should be listed on the fax cover sheet. The certificate will be forwarded to the Town Manager for review and approval. The renter is responsible for confirming the approval of the insurance document one week after submission.
- ii. The inflatable amusement device vendor and renter must have a copy of the insurance certificate on site the
- iii. day of the event.
- iv. The inflatable amusement device vendor must supply their own power (i.e. generator). The Town of Kenneth City does not supply electricity for inflatable amusement devices.
- v. The inflatable amusement device must be monitored at all times.
- vi. The inflatable 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.
- vii. The inflatable amusement operator may NOT drive a vehicle into the park to set up or remove devices. All inflatable amusements must be brought in to the park by hand and/or non-motorized means (ie: dolly, cart, etc).
- viii. Renters are limited to **two devices** per event. The renter must indicate what type of device and the size of each device on the Facility Reservation Contract. Devices must be placed in designated areas as determined by the staff at the facility being rented.
- ix. **Failure to comply** with these policies will result in the inflatable amusement device vendor not being allowed or asked to leave Town property for the event. The renter's deposit may also be retained for violation of policies.

#### E. Concessions

**Food and beverage concession** rights are reserved by and controlled by the Town of Kenneth City. The sale of any article, food or beverage to the public without the specific consent of the Town is prohibited.

#### F. Alcohol

Any renter who serves alcoholic beverages will provide a Certificate of Insurance covering general liability in the amount of \$1,000,000.00, which names the Town as additionally insured for all activities,

public or private. The renter's insurance will bear full responsibility for any injuries, damages or incidents arising from the stated activity.

#### G. Additional Town Policies/Procedures/Ordinances

Failure to comply with the Policies and Procedures will result in denial of the facility rental and can result in expulsion from the building without refund of monies paid. Future rentals may also be in jeopardy based upon the severity of the infraction.

Alcoholic beverages MAY be permitted for events at Schleck Park Gazebo and the Community Center. Permission for the serving of alcoholic beverages at any other indoor Town facility is by authorization of the Town Manager. Requests must be submitted in writing at the time the reservation is made. It is the responsibility of the renter to ensure that all federal, state and local laws relating to the selling, distribution and consumption of alcohol are abided by when alcohol is present. If alcoholic beverages are to be sold, consumed or distributed, the individual or representative of the group must be 21 years of age or older in order to enter into this rental agreement.

**Cooking is prohibited outdoors** at all parks with the exception of James Ernst Park. Outdoor cooking at James Ernst Park is only allowed as part of a pavilion rental and only allowed in grills installed by the Town of Kenneth City. No other grills are allowed at any facility at any time.

The Town of Kenneth City is not responsible for loss of **personal property** by fire, theft, accident or natural causes. At any event, the sponsoring individual and/or organization in regard to any personal or property damage from the individual/group activities will assume liability.

**No high-risk activity** can be conducted on Town property.

**Smoking** is prohibited in all facilities in accordance with the Florida Clean Indoor Air Act/CS/HB281.

The Town of Kenneth City Code of Ordinances allows enforcement of a **noise policy** by any duly authorized Town employee or police officer. Music or broadcasts may not be heard more than 100 feet from a building or pavilion.

Indoor and outdoor rentals will occur **rain or shine** unless cancelled by the Town of Kenneth City. Inclement weather will not result in the refund of rental fees if the rental has already begun.

Rentals occur at community facilities which are also used for programs, classes, and events in addition to the rentals. Therefore, any decorations or exhibitions are considered part of the facility and as a result cannot be removed or changed by the renter, i.e., art exhibitions, holiday decorations and/or children's crafts.

By signing below, I acknowledge that I have read, understood and agree to the terms of this agreement and promise to adhere to the hall rules and restrictions, failure to do so will result in a forfeiture of security deposit.

Signature of Applicant:	Date:
-	
Approved by:	



Phone: (727) 498-8948 Fax: (727) 498-8841 6000 54<sup>TH</sup> Avenue North Kenneth City, Florida 33709

### HOLD HARMLESS AND IDEMNIFICATION CLAUSE

,	indemnify and hold harmless the Town of and, at the Town's discretion,	• • • • • • • • • • • • • • • • • • • •
provide defense or pay for legal conficers, officials and employees) for actions, losses, damages, liabilities paralegals' fees, and fees of expensions and all loss of life, bodily injury to directly or indirectly,	counsel selected by the Town to represent for, from and against all claims, actions, as, costs and expenses, including costs, arts, imposed on or incurred by the Town y, and damage to property which arises,'s acts or omissions (including needs of the facility as set forth in this Facility)	or the Town and its or causes of attorneys' and in connection with relates or pertains egligent acts or
APPLICANT'S SIGNATURE	DATE	
WITNESS		



Phone: (727) 498-8948 Fax: (727) 498-8841 6000 54<sup>TH</sup> Avenue North Kenneth City, Florida 33709

# **APPLICATION FOR FACILITY USE PERMIT**

Name of Applicant:		Phone #		
Address:	C	ity/State	Zip	
Organization/Purpose		_ Number of People <sub>-</sub>		
Please circle facility to be used:				
Community Hall Ernst I 4600 58 <sup>th</sup> Street North Kenneth City, FL Kennet	8th Street North	Schleck Park Gazek 6000 54 <sup>th</sup> Avenue No Kenneth City, FL		
Please mark additional facility t	o be used:			
With Kitchen	Spray ground	Shuff	fleboard	
Without Kitchen	Cornhole area	Playç	ground	
Fees Paid- Community Hall				
\$250 Security deposit with	nout kitchen	\$300 Secur	ity deposit with kitchen	
\$200 (2-4 hrs.) Non-reside	ent without kitchen	\$250 Non-r	esident with kitchen	
\$27/hr. staff fee for h	nrs. = \$			
\$25/hr. additional hourly fe	ee (hrs. 5-8) for hrs	. = \$		
Pavilion Only – Schleck or Erns	st Park Pavilions or Gaz	zebo		
Fee – Non-resident / For-p	orofit	Additional ho	our fee (per hour)	
THE ABOVE INDIVIDUAL OR OF FACILITY FOR THE FOLLOWIN ORGANIZATION WILL BE TRES	G DATES AND HOURS	. ANYONE NOT CON	NECTED TO THE ABOVE	
DATE		TIME PERIOD	то	
WE AGREE TO ABIDE BY THE USE OF TOWN FACILITIES ANI COST OR DAMAGE THAT MAY	O WE AGREE TO HOLD	THE TOWN HARML	ESS FROM ANY LOSS,	
APPLICANT'S SIGNATURE		DATE		
PERMIT APPROVED BY				

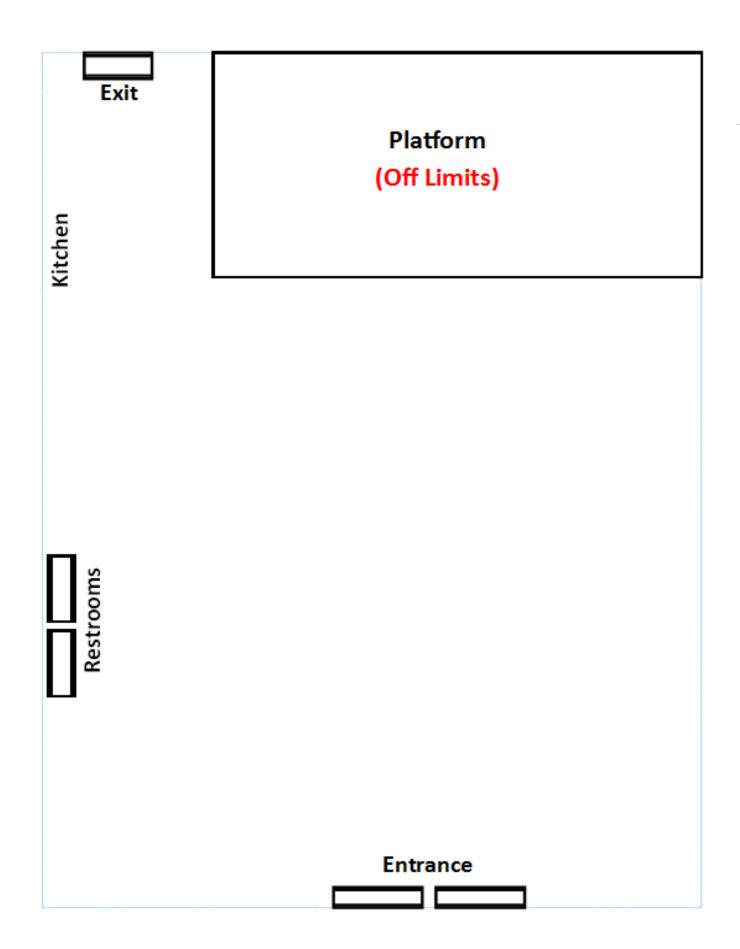


Phone: (727) 498-8948 Fax: (727) 498-8841 6000 54<sup>TH</sup> Avenue North Kenneth City, Florida 33709

### **ROOM RESERVATION AND FACILITY SETUP REQUEST**

Date of Event:					
Event Times:					
Start '	Гіте:		End Time	:	_
Setup	by:		Take Dov	vn:	
Event Category:  Please circle					
Co	orporate Party	Birthday/Re	tirement Party	Wedding	
Me	eeting	Reunion		Other:	
Expected Attendance	(Maximum of 80):				
•			_		
Will you need acces	s to the kitchen?	Yes	No		
<ul> <li>Refrigerator</li> </ul>	Yes	No			
<ul> <li>Warming ove</li> </ul>	n Yes	No			
• Stove/Oven	Yes	No			
use of the Town  B. Room Setup  Equipment Neede  #	enneth City is able n lectern or podiu	m. Ådditional i	regulations will  n) #	apply.	
				owing page. I	Keep in mind the Town Dia
or platform.	., y	<i>T</i> =			
The action Chalo	¬ 🖵				]
Theater Style  XXXX XXXX  XXXX XXXX  XXXX XXXX  XXXX XXXX	XXX	ssroom  XXX  XXX	U-Shape  X X X X X X X X X X X X X X X X X X	X X X X	Conference  X X X X X X X X X X X X X
			^^^^		^^

	Number of Rows:	Number of Tables:
	Chairs Per Row:	Chairs Per 8 ft. Table (Max of 6 chairs):
C.	Special Accommodations/Requests (See attack	ched layout of Community Hall on Page 12 to draw a setup you prefer).





Phone: (727) 498-8948 Fax: (727) 498-8841 6000  $54^{TH}$  Avenue North Kenneth City Florida 33709

## **MAINTENANCE CHECKLIST**

RENTER NA	AME:DATE OF USE:
off that you labeled for COUNTERT security/cle MEMBER D that staff ar	your deposit refund, Kenneth City staff will inspect the hall after your event and cher group completed the following items. Cleaning supplies are located in the closefundividual use, PLEASE MAKE SURE YOU ARE USING DESIGNATED CLEANERS IT OPS. Failure to complete the tasks below may result in reduction of your saning deposit refund. SIGNING OF THIS "CHECKLIST" BY THE RENTER AND STATE OES NOT GUARANTEE THE RETURN OF THE DEPOSIT, this signature only meaned the renter have completed the form. Staff must inspect the entire facility. Please the form deposit refund.
	Personal items removed
	_ Kitchen utensils cleaned and stored in designated area
	_ Food removed from refrigerator, freezer, stove, oven & microwave
	_ Hall area clean of garbage & all decorating materials
	_ Kitchen counters, stove, sink and refrigerator wiped down
	_ Garbage in dumpster (if dumpster is full, place tied plastic bags in cans in kitchen)
	_ Restrooms presentable and trash removed
	_ Floors swept and mopped (cleaning supplies will be provided)
	_ Tables & chairs cleaned & stored
	FOR STAFF USE ONLY
	No issues Damage Garbage/Cleaning Neglected
Description	of damage/other issues:
コトレエピロ ログ・	DATE/TIME