



TOWN OF KENNETH CITY

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

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. **Maximum seating is 56.**

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)	No rental fee (just usage fees)	\$200 rental fee	\$25
Community Hall with kitchen (1-80 people)	No rental fee (just usage fees)	\$250 rental fee	\$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 usage fee (two-hour minimum) is required

<u>EXAMPLE: COMMUNITY HALL (4 hours) WITH KITCHEN (RESIDENT)</u> \$ 300.00 refundable security deposit + \$ 108.00 usage fee (4 hours at \$27) <u>\$ 408.00 total facility use payment</u>	<u>EXAMPLE: COMMUNITY HALL (4 hours) WITH KITCHEN (NON-RESIDENT)</u> \$ 250.00 rental fee (with kitchen) + \$ 300.00 refundable security deposit <u>\$ 108.00 usage fee (4 hours at \$27)</u> <u>\$ 658.00 total facility use payment</u>
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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. All payments shall be recorded, and a receipt shall be given to the event organizer. The Town Manager reserves the right to cancel scheduled events without notice for emergency situations or other emergency needs. Every effort will be made to notify renter as soon as possible of cancellations.



TOWN OF KENNETH CITY 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–4:00 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. **For resident rates, you MUST be the one renting the facility for yourself, not for a non-resident, NO EXCEPTIONS. Fraudulent representation of residency status can result in cancellation of rental and will result in loss of deposit.**

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 "Maintenance 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. Deposits, Charges & Payments

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 – 9:00 PM
FRIDAY & SATURDAY - 9:00 AM – 9:00 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 54th 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 and usage 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 the 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,

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 three 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.
- I. 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.

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 Ernst Park only. The following conditions apply:

- i. The inflatable amusement device vendor must list the Town of Kenneth City, 6000 54th 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

No alcohol allowed.

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 ARE NOT permitted for events at the pavilion or the Community Center.

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: _____



TOWN OF KENNETH CITY

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

HOLD HARMLESS AND IDEMNIFICATION CLAUSE

I, _____ agree to indemnify and hold harmless the Town of Kenneth City, its officers, employees and officials (and, at the Town's discretion, _____ 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, _____'s acts or omissions (including negligent acts or omissions) with respect to the use of the facility as set forth in this Facility Rental Agreement Contract.

APPLICANT'S SIGNATURE

DATE

WITNESS

DATE



TOWN OF KENNETH CITY

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

APPLICATION FOR FACILITY USE PERMIT

Name of Applicant: _____ Phone # _____

Email address: _____

Address: _____ City/State _____ Zip _____

Organization/Purpose _____ Number of People _____

Please circle facility to be used:

Community Hall
4600 58th Street North
Kenneth City, FL

Ernst Park Pavilion
4600 58th Street North
Kenneth City, FL

Please mark additional facility to be used:

_____ With Kitchen _____ Splash Pad Area _____ Shuffleboard Court
_____ Without Kitchen _____ Cornhole area _____ Playground

Fees Paid- Community Hall

_____ \$250 Security deposit without kitchen _____ \$300 Security deposit with kitchen
_____ \$200 (2-4 hrs.) Non-resident without kitchen _____ \$250 Non-resident with kitchen
_____ \$27/hr. staff fee for _____ hrs. = \$ _____
_____ \$25/hr. additional hourly fee (hrs. 5-8) for _____ hrs. = \$ _____

Pavilion Only

_____ Fee – Non-resident / For-profit _____ Additional hour fee (per hour)

THE ABOVE INDIVIDUAL OR ORGANIZATION HAS EXCLUSIVE RIGHTS TO USE THE SELECTED FACILITY FOR THE FOLLOWING DATES AND HOURS. ANYONE NOT CONNECTED TO THE ABOVE ORGANIZATION WILL BE TRESSPASSING AND MUST LEAVE IMMEDIATELY.

DATE _____ TIME PERIOD _____ TO _____

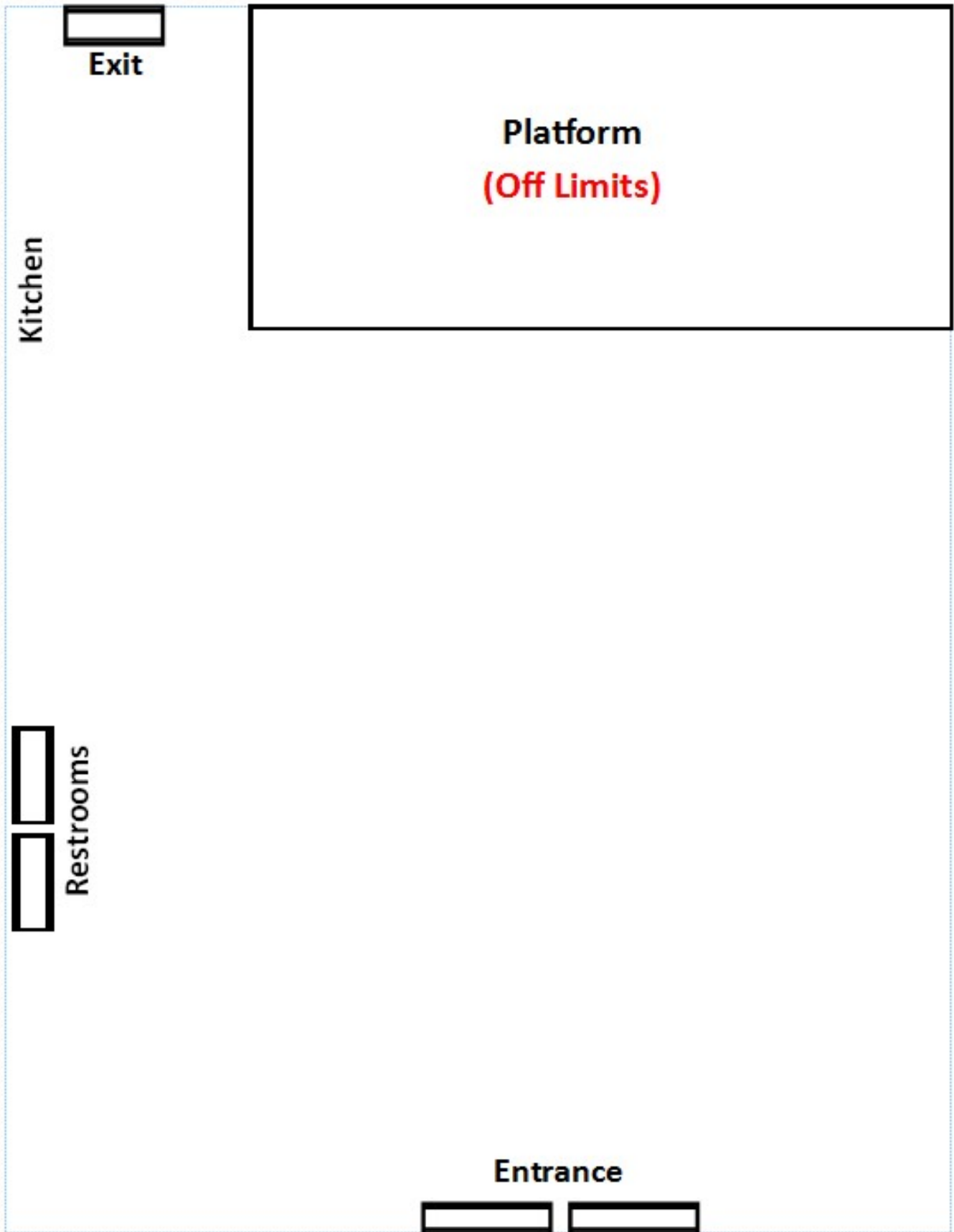
WE AGREE TO ABIDE BY THE REGULATIONS OF THE TOWN OF KENNETH CITY GOVERNING THE USE OF TOWN FACILITIES AND WE AGREE TO HOLD THE TOWN HARMLESS FROM ANY LOSS, COST OR DAMAGE THAT MAY BE SUFFERED DURING THE USE OF KENNETH CITY FACILITIES.

APPLICANT'S SIGNATURE

DATE

PERMIT APPROVED BY

C. Special Accommodations/Requests (See attached layout of Community Hall on Page 12 to draw a setup you prefer).





TOWN OF KENNETH CITY

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

MAINTENANCE CHECKLIST

RENTER NAME: _____ DATE OF USE: _____

To receive your deposit refund, Kenneth City staff will inspect the hall after your event and check off that your group completed the following items. Cleaning supplies are located in the closet and labeled for individual use, **PLEASE MAKE SURE YOU ARE USING DESIGNATED CLEANERS FOR COUNTERTOPS.** Failure to complete the tasks below may result in reduction of your security/cleaning deposit refund. **SIGNING OF THIS "CHECKLIST" BY THE RENTER AND STAFF MEMBER DOES NOT GUARANTEE THE RETURN OF THE DEPOSIT, this signature only means that staff and the renter have completed the form. Staff must inspect the entire facility. Please allow 3 weeks for 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

_____ Tables & chairs cleaned

----- **FOR STAFF USE ONLY** -----

No issues

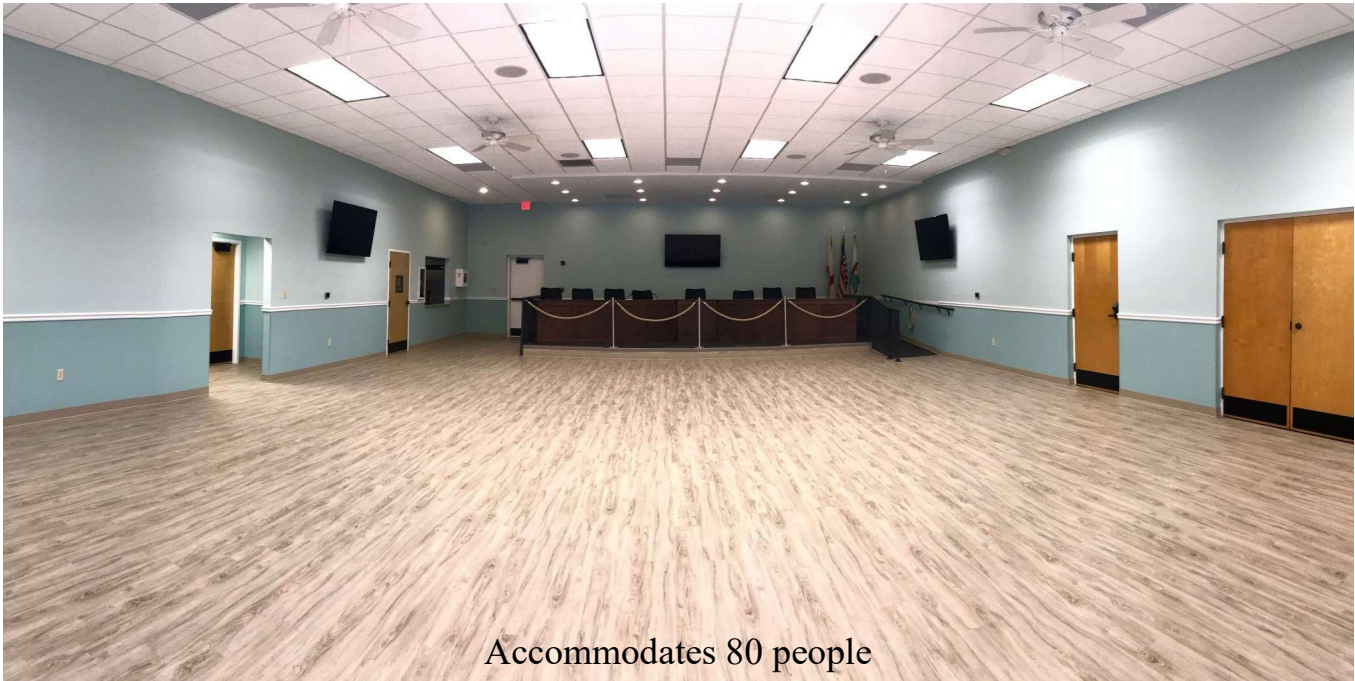
Damage

Garbage/Cleaning Neglected

Description of damage/other issues:

INSPECTED BY: _____ DATE/TIME _____
Town Staff

Town of Kenneth City Community Hall & Kitchen Pictures



Accommodates 80 people



Dias Platform OFF LIMITS

Town of Kenneth City Community Hall & Kitchen Pictures



Kitchen



Stove



Warmer