

CITY OF HIALEAH GARDENS

PARKS AND RECREATION DEPARTMENT RENTAL APPLICATION



LOCATION

Botanical Gardens
10563 N.W. 134 street
Hialeah Garden, Fl. 33018

Event Date: _____

Event Time: _____

(12 pm -6 pm/ 5 pm- 11pm)

*Set up time begins at 9:00 a.m. the day of the event
(No additional time will be granted)

A COPY OF A DRIVERS LICENSE & UTILITY BILL (BOTH CURRENT) MUST BE ATTACHED TO CONTRACT IN ORDER FOR RENTERS TO BE ELIGIBLE FOR THE HIALEAH GARDENS RESIDENT DISCOUNT

CITY OF HIALEAH GARDENS

PARKS AND RECREATION DEPARTMENT

BOTANICAL GARDENS RENTAL APPLICATION

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ CELL: _____

TYPE OF EVENT: _____

NUMBER OF PERSONS ATTENDING: _____

ANY PARTY WITH 100 GUESTS OR MORE WILL BE REQUIRED TO HAVE AN OFF DUTY (CITY OF HIALEAH GARDENS) POLICE OFFICER PRESENT FOR THE DURATION OF THE PARTY, (4 HOURS MINIMUM). PLEASE REFER TO THE CONTRACT UNDER "**RENTER RESPONSIBILITY**" ITEM (C) FOR ADDITIONAL INFORMATION. THE BOTANICAL GARDEN HAS 150 PERSON LIMIT.

OFFICE USE ONLY

Botanical Gardens

DEPOSIT	RENTAL FEE		
\$1050.00	RESIDENT: \$3050.00	DEP. RECEIPT # _____	DATE: _____
		FEE RECEIPT # _____	DATE: _____
DEPOSIT	RENTAL FEE		
\$1050.00	NON- RESIDENT: \$5050.00	FEE RECEIPT # _____	DATE: _____
		FEE RECEIPT # _____	DATE: _____

DEPOSIT

A reservation contract must be accompanied by a \$1000.00 deposit in order to hold a date. The City of Hialeah Gardens reserves the right to cancel any event in the Botanical Garden if it becomes unable to accommodate the reservation due to inclement weather such as (hurricanes, tropical storms, etc.). At this time 100 % of the deposit will be refunded to the renter. The renter will not hold the City of Hialeah Gardens responsible for any financial losses due to the cancellation. The City of Hialeah Gardens will work with the renter in rescheduling the event to a different date if possible.

Cancellations/Date changes will only be allowed (6 months) prior to the event date (**NO EXCEPTIONS**) any cancellation made after that date will forfeit the deposit. In lieu of a date change, events may be rescheduled one time. Immediately following the date change request, an available date must be placed on hold within one (1) year from the original event date.

Damages/Security Renter agrees to be responsible for and will be billed for any damages done to the premises or the Botanical Garden property by the Renter, guests, employees or any other agents of the Patron. The City of Hialeah Gardens is not responsible for damages, theft, or loss of any merchandise, or property left in the Botanical Gardens.

DELIVERIES

Deliveries and pickups by vendors or caterers must be within client's rented time (listed on contract as "Set up Time"). Please coordinate with your caterer what times will be available for deliveries. It is the client's responsibility to communicate to all vendors, rental companies, caterers, etc. what the booked start time is. If any of these parties show up in advance, outside of the booked time, the delivery may be turned away and asked to come back during the booked time frame. The City of Hialeah Gardens is not responsible for deliveries that have been turned away. The City of Hialeah Gardens is not responsible for loss of or damage to rented furniture and equipment. The Botanical Gardens does not have space to store any, supplies, miscellaneous goods, etc. in advance of your event. The Botanical Gardens will not accept deliveries via any mailing service for a private event client in advance of their event.

ELECTRICITY

The Botanical Gardens has limited electrical power therefore; the renter is responsible for providing all necessary electricity for their event including extensions cords, generators etc.

FOOD & BEVERAGES

The Botanical Garden does not offer food or beverage services or storage for such items. There is no refrigeration on site. Onsite food preparation cannot be accommodated for food assembly and/or presentation. Caterer(s) must be completely mobile and responsible for all aspects of food service to be provided at the event. Removal of caterer-related trash is the responsibility of the caterer. Food trucks are allowed and can park in the delivery entrance however no vehicles are allowed inside the botanical gardens at any time.

x _____
INITIAL

1. Botanical Gardens must be left in exactly the same condition as found. All poles, props, decorations, etc., must be removed and/or disposed of.
2. Bounce houses are allowed however must operate off of their own power generators. (Delivery trucks are not allowed inside the Botanical Garden at any time)
3. Mechanical Kiddy Rides (trains, carnival rides, water slides, etc.) are not allowed in the Botanical Gardens.
4. Alcohol can only be consumed in the Botanical Garden area during the event hours; no person shall be in possession of alcohol on the outside premises of the Botanical Garden. Renter is responsible in seeing minors do not indulge in alcoholic beverages.
5. No person shall be in possession of a firearm on Botanical Park property unless said person is a certified police officer working for the City of Hialeah Gardens.
6. All garbage must be disposed of properly in garbage containers.
7. The number of people in the Botanical Garden cannot exceed 150.
8. Restrooms shall be left in a neat and sanitary condition.
9. Defacing, disfiguring, damaging or tampering with the property (including trees, poles, monuments and buildings) is strictly prohibited.
10. No person shall dig, remove, mark or deface park grounds, stones, trees or any other kind of natural park features.
11. No person shall drive a vehicle in the Botanical Gardens other than in the established or designated parking areas
12. Where permitted, no person shall drive a vehicle on any park property at a rate of speed exceeding 15 miles per hour.
13. No domestic animals (other than service animals) of any kind are allowed in the Botanical Garden.
14. Pony rides or any other kind of circus animals are not allowed in the Botanical gardens.
15. No person in any park shall hunt, trap or pursue wild life at any time.
16. The renter is responsible for properly extinguishing barbecues, cleaning their designated party area and placing all garbage in park facility garbage disposal receptacles.
17. Vending is strictly prohibited unless authorized by the Parks and Recreation Department.
18. The City of Hialeah Gardens reserves the right to call for additional police officers to be present during any event when necessary. If additional police presence is required, the renter shall be responsible for the additional cost and such fee will be due immediately upon completion of the event.
19. Use of open flame candles are **NOT** allowed in the Botanical Garden. (Only battery-operated candles are allowed)
20. Set-up shall will be allowed at 9:00 am the day of the event. (No exceptions)

21. Event guest must be cleared out by the event end time; Caterers, musicians and vendors shall be out of the Botanical Garden no later than **2 hours** after the event end time. A forfeit of the deposit may apply if the Botanical Garden is not cleared out by the scheduled time. No items can be left behind for later pick up. **(NO EXCEPTIONS)** Renter is responsible for all their vendors picking up properly and being cleared out by the scheduled time.
22. If damage occurs, the City of Hialeah Gardens will contract all repairs to be made by skilled professionals; charges for repairs will be deducted from Renter's damage deposit. In the event that repair costs exceed the amount of the security deposit, the Renter assumes the responsibility for the full cost of the damages.
23. Children are welcome however; the patron is responsible for providing all appropriate supervision. Climbing on walls or fountains or wading in the fountains, picking or damaging plants is prohibited. Please see that children stay out of flower beds.
24. **PARKING** is on a first come, first served basis and therefore not guaranteed. There are no parking fees. Reserving parking spaces is not permitted. Valet parking is permitted on the property however, it must be done thru an insured valet company furthermore the City of Hialeah Gardens must be added as an additional insured during the day of the event. **(Insurance certificate should be turned in to the office one week prior to the event)** Overnight parking is prohibited. The City of Hialeah Gardens highly encourages utilizing ride-sharing applications, taxi's, etc.
25. Due to the sensitive nature of our grounds, Conservatory, and environmental controls, the following is **NOT** permitted in the Botanical Gardens:
 - Glitter, rice, confetti, beads, bird seed, sparklers or fireworks
 - Décor and/or lighting may NOT be suspended from plants or trees, put in pots, flower beds, or hanging plants.
 - The Botanical Garden featured plants and floral displays are not to be moved, removed, changed, touched, tampered with, or destroyed in any way.
26. In consideration of the City of Hialeah Gardens renting the Botanical Garden, the city shall reserve the right to enter said premises if a violation of said rules is observed.

x _____
INITIAL

Term of Event

THE TERM SHALL BE FROM _____ AM/PM TO _____ AM/PM, ON _____, 20____ ALL EVENTS IN BOTANICAL GARDEN MUST END NO LATER THAN 11:00 P.M. **THE RENTER WILL BE GIVEN 2 HOURS AFTER THE EVENT END TIME TO COMPLETE THE REMOVAL OF ALL EVENT ITEMS AND CLEAN UP.**

1. **Renter Responsibility**

- (a) Renter agrees to be completely responsible for any and all damages, which may occur, either as the result of accidents or intentional acts of Renter, guests, and/or vendors secured by the Renter.
- (b) Renter warrants that he/she shall remain ON THE BOTANICAL GARDEN PREMISES AT ALL TIMES during the Usage Term.
- (c) Renter agrees that a City of Hialeah Gardens police officer must be contracted for any event exceeding 100 guests. Maximum guest count is 150 guests.

2. **Alcohol Use**

BY LAW, NO ONE UNDER 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Renter shall monitor all service, if any, of alcohol and specifically acknowledges that the Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Renter shall indemnify and hold the City of Hialeah Gardens harmless from all liability for improper use of alcohol.

3. **Cleanup**

THE RENTER WILL BE GIVEN 2 HOURS AFTER THE EVENT END TIME TO COMPLETE THEIR REMOVAL OF ALL EVENT ITEMS AND CLEAN UP. Table trash, cups, plates, plastic ware, cake, food decorations, cigarette butts etc. will be gathered and placed in proper receptacles.

4. **Conduct of Event**

For the duration of the event, the Renter and its guests must abide by the City of Hialeah Gardens policies and comply with applicable regulations and laws. Renter is responsible for the actions of guests and for any damages or losses incurred during the event. The City of Hialeah Gardens has the right to refuse entry or service to and remove from the premises any person it deems to be behaving in an improper or abusive manner. City of Hialeah Gardens reserves the right to exclude or remove any undesirable persons from the event and premises without liability.

5. **Entire Agreement**

The parties agree to all of the terms and conditions contained herein and that any modification shall be in writing.

I HAVE READ THE ABOVE ITEMS OF THE PARK RESERVATION RULES AND HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO ABIDE BY THEM.

X _____
SIGNATURE

X _____
PRINT NAME

X _____
DATE

**CITY OF HIALEAH GARDENS
PARKS AND RECREATION DEPARTMENT
RELEASE AND WAIVER OF ALL CLAIMS
AGREEMENT REGARDING RISK OF INJURY**

I hereby apply to the City of Hialeah Gardens for the rental and use of the facility or facilities as mentioned in the attached application, for private functions during the time frame of:

DATE: _____ TIME: _____

I understand that by renting these facilities I will expose myself and my guest(s) to normal risk of injury or harm associated with nature, sporting events and activities, picnics and social gatherings, musical events and/or passive recreational activities.

I agree that I am responsible for my own safety. I agree that I am responsible for my guest's safety to the point of producing a safe event or activity during the length of this contract.

I hereby assume all risk and responsibility of damage to the property to the City of Hialeah Gardens as it relates to my event and my use and/or misuse and hold the City of Hialeah Gardens, its agents and representatives harmless for any and all suits relating to the use of City-owned facilities.

I hereby fully and forever release, discharge and agree not to sue the City of Hialeah Gardens, any of their officers, directors, agents, employees, representatives and successors of any and all claims causing liability for injury, loss or damage sustained or incurred by me or my guest(s) arising out of or in any way associated with our attendance at or participation in my event through contracted rental.

I hereby fully and forever release, discharge and agree not to sue the City of Hialeah Gardens, any of their officials, elected or appointed, employees, past or present and contractors, past or present sponsors or their officers, agents, employees, representatives and successors for any loss, damage or expense done by me or anyone else because of conduct attributed to me.

I agree that this Release and Waiver shall be constructed and interpreted according to the law of the State of Florida. I understand and agree that this release and waiver shall be binding upon my heirs, assigns and all personal entities acting upon my behalf.

I have read the above items of the Release and Waiver, agree to abide by them, and hereby acknowledge that I understand this Release and Waiver.

SIGNATURE

PRINT NAME

DATE