

CITY OF HIALEAH GARDENS

PARKS AND RECREATION DEPARTMENT

RENTAL APPLICATION



DATE OF RENTAL:

LOCATION

Westland Gardens Park
13501 N.W. 107th ave

Large Hall _____
Max. 130 per.

Rental Days & Hours:

Saturday	(6 p.m. - 12:00 a.m.)
Sunday	(4 p.m. - 10:00 p.m.)

Balance Due Date - _____

**A COPY OF A PICTURE I.D. & UTILITY BILL 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

PARK 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 HOUR MINIMUM) PLEASE REFER TO THE CONTRACT UNDER "RENTER RESPONSIBILITY" ITEMS (C) FOR ADDITIONAL INFORMATION.

OFFICE USE ONLY

LARGE HALL

DEPOSIT	RENTAL FEE		
\$250.00	RESIDENT: \$550.00	DEP. RECEIPT # _____	DATE: _____
		FEE RECEIPT # _____	DATE: _____
\$250.00	NON-RESIDENT: \$700.00	DEP. RECEIPT # _____	DATE: _____
		FEE RECEIPT # _____	DATE: _____

PARK RESERVATION RULES

RENTAL FEE:

The rental fee must be paid 3 weeks in advance of the party date. Failure to make payment within this time period may constitute default on this agreement. Under no circumstances shall this fee be waived.

DEPOSIT FEE:

A deposit fee is required to put a hold on a reservation date. If there are any damages to the facility at the time of inspection the deposit will be forfeited. Please allow 6 weeks for the return of the deposit.

DATE CHANGES:

Date changes will only be accepted 6 months prior to the event date. No date changes will be allowed for reservations made within the 6 months deadline.

CANCELLATIONS:

No refunds shall be issued under any circumstance, including rain or bad weather. Under certain per-case situations a credit for the amount paid may be applied for a future party reservation during the same fiscal year. (October 1st to September 30th) Any fees not applied during the same fiscal year shall be forfeited.

DAMAGE TO FACILITY:

A thorough inspection shall be conducted by a park supervisor immediately following the end of your event. Any damages found during the inspection of the facility will automatically forfeit your deposit.

**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

DATE:

PARK FACILITY RULES

1. Stapling or nailing decorations to the park facilities is not permitted.
2. Park facilities must be left in exactly the same condition as found. All poles, props, decorations, etc., that have been erected or attached must be removed and/or disposed of.
3. Bounce houses, popcorn machines, cotton candy machines and all other types of entertainment or catering equipment must operate off of their own power generators. None of above items is allowed to be placed inside the banquet hall building.
4. Kiddy Rides (trains, carnival rides, water slides, etc.) are not allowed in the park.
5. All noise and/or music must be kept to a moderate level so as to not disturb other park patrons or surrounding residential areas.
6. Alcohol must be consumed inside the facility; no person shall be in possession of alcohol on the outside premises of the banquet hall. Renter is responsible in seeing minors do not indulge in alcoholic beverages.
7. No person shall be in possession of a firearm on park property unless said person is a certified police officer working for the City of Hialeah Gardens.
8. All garbage must be disposed of properly in garbage containers.
9. The number of people in the large facility cannot exceed 130, in the small facility 100.
10. Any person using restrooms in any park shall leave them in a neat and sanitary condition.
11. Defacing, disfiguring, damaging or tampering with park property (including trees, poles, monuments and buildings) is strictly prohibited.
12. No person shall drive a vehicle in any park other than in established or designated parking areas.
13. Where permitted, no person shall drive a vehicle on any park property at a rate of speed exceeding 15 miles per hour.
14. No domestic animals (other than service animals) of any kind are allowed in any of the parks.
15. Pony rides or any other kind of circus animals are not allowed in any of the parks.
16. **LARGE HALL:** Fridays and Saturdays parties will take place between 6:00 P.M.- 12:00 A.M. On Sundays parties will take place between 4 P.M. –10 P.M.
SMALL HALL: Saturday parties will take place between 12 P.M. –6 P.M. Sunday parties will place between 11 A.M. – 5 P.M.
(Renters must leave their assigned party areas and be completely cleared out by their rental time or risk losing their deposit)

17. No person shall leave a party facility in any park before properly extinguishing barbecues, cleaning their designated party area and placing all garbage in park facility garbage disposal receptacles.
18. Vending is strictly prohibited unless authorized by the Parks and Recreation Department.
19. 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 event coordinator shall be responsible for the additional cost and such fee will be due immediately upon completion of the event.
21. No dance wax or compound, or any substance, may be spread on the floor.
22. All Renters, guests, caterers, musicians and all other vendors shall be out of the Banquet hall at their scheduled ending time. A forfeit of the deposit may apply if the Banquet Hall is not cleared out by the scheduled time.
23. Furniture arrangement must be done prior to the event by the park staff "only".
24. If renter witnesses any damage to facility prior to the event they must notify a park employee immediately so a thorough walk through can be arranged.
25. 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 damage deposit, renter will be responsible for the entire repair over and above the damage deposit.
26. The banquet halls are non-smoking facilities. All smoking should be done outside of the building and the cigarette butts disposed of properly. Renter is responsible for picking up cigarette butts left on the floor.
27. For your safety the law requires smoke detectors/alarm to be installed within the banquet hall facilities, for this reason no cooking, candles, fog machine etc. are allowed in the facility. If smoke is detected the fire alarms will be set off and the fire department will be dispatched. When this occurs you will automatically forfeit you deposit. (See rule 31)
28. In consideration of the City of Hialeah Gardens renting the banquet hall facility, the city shall reserve the right to enter said premises if a violation of said rules is observed.

If anyone observes any violation of the aforementioned rules and regulations, please make no move to physically stop the offending party and immediately call the police department for assistance at (305) 558-3333. If appropriate, please obtain all information concerning the violation including car make, license number and description of party/parties involved.

—x—
INITIAL

Term of Event

THE TERM SHALL BE FROM _____ AM/PM TO _____ AM/PM, ON

_____, 20____ ALL EVENTS IN LARGE HALL MUST END NO LATER THAN 12:00 MIDNIGHT. ALL VENDORS SECURED BY RENTER SHALL VACATE BY 12:00 A.M./ ALL EVENTS HELD IN SMALL HALL MUST END NO LATER THAN 8 P.M. ON SATURDAYS 6 P.M. ON SUNDAYS. ALL VENDORS SECURED BY RENTER SHALL VACATE BY 8 P.M. ON SATURDAYS 6 P.M. SUNDAYS.

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 BANQUET HALL PREMISES AT ALL TIMES during the Usage Term.
- (c) Renter agrees that a City of Hialeah Gardens police officer must be contracted for any party exceeding 100 guests; if the guest count exceeds that amount and a police officer is not present the party will be subject to cancellation and the deposit will be forfeited. The fee for the police officer is \$55.50 per hour ;(4) hour minimum. (NO EXCEPTIONS)

2. Alcohol Use

(a) 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.

(b.) Renter shall indemnify and hold the City of Hialeah Gardens harmless from all liability for improper use of alcohol.

3. Cleanup

Clean up of Banquet Hall will be completed no later than one-half (1/2) hour before the end of the scheduled time. Renter shall adhere to the following instructions for clean up of the facility:

Banquet Room. Table trash, cups, plates, plastic ware, cake, food decorations, etc. will be gathered and placed in proper receptacles. All cups will be emptied into the sinks before being placed in the trash receptacles.

Restrooms. Trash will be picked up from the bathroom floors.

Cigarette butts, cups, miscellaneous items left outside area shall be disposed of in proper receptacles.

Kitchen/Bar Area. The kitchen is to be left as it is found. Wipe down sinks/counters/tables/stovetop clean, clean bar equipment, and remove remaining bottles, cans, kegs, etc. from the site.

4. Decorations

Renter agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc.

5. Use of Kitchen

The kitchen is a "staging" kitchen only and shall not be used for full preparation of meals for guests. No microwave is allowed. The kitchen shall be left in the condition it was found. Failure to do so shall result in cleaning charges deducted from Renter's damage deposit.

6. 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.

7. Entire Agreement.

The parties agree that all of the terms and conditions are 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 this or 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.

 x _____
SIGNATURE

 x _____
PRINT NAME

 x _____
DATE