

# Rental Application Form

## A Step by Step Guide

- Step 1:** Applicants must download or pick up and complete a facility rental application packet. Application packets include the permit applications, permit policy, rental fees and facility availability schedule. Application packets are available at Gibson Bethel Community Center, located at 5800 SW 66<sup>th</sup> Street, South Miami, FL. 33143 and online at [www.southmiamifl.gov](http://www.southmiamifl.gov).
- Step 2:** Return the completed application and any additional documentation to Gibson Bethel Community Center, 5800 SW 66<sup>th</sup> Street, South Miami, FL 33143. **Note: Application request must be submitted no later than 14 days in advance of the reservation date.**

Additional documentation require for the following applicants:

1. Residents
  - a. Photo I.D (driver's license, passport, resident I.D)
  - b. One (1) form of Proof of Residency (utility bill, auto registration, mortgage, lease). A cell phone bill is not acceptable proof of residency.
2. Non-Residents
  - a. Photo I.D (driver's license, passport, resident I.D)
3. Civic/Non-Profits/Commercial/Private
  - a. Photo I.D (driver's license, passport, resident I.D)
  - b. Tax Certificate 501(c)(3)
  - c. Insurance

Organization events taking place on City property require the event holder to carry liability insurance for their own protection as well as insurance protection for the City. The event producer shall, prior to the event, submit a Certificate of Insurance showing the required insurance limits of \$1,000,000 and in effect coverage; the City of South Miami must be listed as an additional insured in the amount of 1,000,000 are required prior to the event.
  - d. Workers compensation insurance (if applicable)

**Step 3:** A Department representative will contact applicants within 3-5 business days to notify of permit approval or denial. Special permits may require approval beyond the Parks and Recreation Department. Incomplete applications will not be processed.

**Step 4:** Applicant pays the refundable deposit and all associated fees at the time of reservation.

**Step 5:** Permit copy is issued and additional copy is filed at Gibson Bethel Community Center.

**Refund/Cancellation Policy: Cancellations made 72 hours in advance of scheduled reservation date are eligible for a refund. No refunds thereafter.**



# Rental Application Form

Additional Hour	<input type="checkbox"/> \$50		
<b>Marshall Williamson Park</b>			
Meeting Room	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50	<input type="checkbox"/> \$10 (S.M)/\$20
Outdoor Tennis	<input type="checkbox"/> \$4	<input type="checkbox"/> \$8	<input type="checkbox"/> \$3
<b>Dante Fascell Park</b>			
Pavilions (1 & 2)	<input type="checkbox"/> \$35	<input type="checkbox"/> \$70	<input type="checkbox"/> \$30
Sand Volleyball	<input type="checkbox"/> \$36	<input type="checkbox"/> \$50	<input type="checkbox"/> \$30
<b>Fuchs Park</b>			
Pavilion	<input type="checkbox"/> \$35	<input type="checkbox"/> \$70	<input type="checkbox"/> \$30
Sand Volleyball	<input type="checkbox"/> \$36	<input type="checkbox"/> \$50	<input type="checkbox"/> \$30
<b>Brewer Park</b>			
Tennis Court	<input type="checkbox"/> \$4	<input type="checkbox"/> \$8	<input type="checkbox"/> \$3
Gazebo	<input type="checkbox"/> \$35	<input type="checkbox"/> \$70	<input type="checkbox"/> \$30
<b>Palmer Park</b>			
Fields 1, 2, 3, 4, 5 (w/o lights)	<input type="checkbox"/> \$30	<input type="checkbox"/> \$36	<input type="checkbox"/> \$25
Fields 1, 2, 3, 4, 5 (w lights)	<input type="checkbox"/> \$40	<input type="checkbox"/> \$50	<input type="checkbox"/> \$35
Batting Cage	<input type="checkbox"/> \$25	<input type="checkbox"/> \$35	<input type="checkbox"/> \$20
<b>Jean Willis Park</b>			
Pavilion	<input type="checkbox"/> \$35	<input type="checkbox"/> \$70	<input type="checkbox"/> \$30
<b>SECURITY DEPOSIT</b>	<input type="checkbox"/> \$110	<input type="checkbox"/> \$200	<input type="checkbox"/> \$100

*Pavilion and gazebo rentals at Brewer Park, Jean Willis Park and Marshall Williamson Park must be approved by Director of Parks and Recreation.*

**Rental Fee Due:**                    \$ \_\_\_\_\_

**Security Deposit Due:**            \$ \_\_\_\_\_

*(Security deposit checks must be picked up within 5 business days of your event or it will be shredded for your privacy/security.)*

**Total Amount Due:**             \$ \_\_\_\_\_

I have read and agree to the rules, regulations, restrictions and revocation terms.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

### General Agreement/Release

In consideration for the City of South Miami Parks and Recreation Department providing the requested facility.

I, \_\_\_\_\_, do hereby:

- 1) Accept, assumes and voluntarily incur all risks of any injuries, damages, or harm which might arise from the use of the requested facility due to the negligence or other fault of the APPLICANT or anyone acting through or on behalf of the APPLICANT.

# Rental Application Form

- 2) Agree to compensate the City of South Miami (“City”) for any repair and/or replacement costs for damages to the requested facility or equipment while in use during the above date and time.
  - 3) Agree to indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney’s fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the APPLICANT, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, which arises out of or is concerning the use of the requested facility by me or anyone acting for or through me. I agree to pay all losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney’s fees, in the defense of any action in law or equity brought against them.
  - 4) Agree and recognize that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the APPLICANT, its contractor/subcontractor, if any, or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or occurring on the CITY’s property. In reviewing, approving or rejecting any submissions or acts of the APPLICANT, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the APPLICANT, its contractor/subcontractor, if any, or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them. The APPLICANT has the duty to provide CITY with a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.
  - 5) Understand and agree to abide by all applicable rules and regulations as set forth herein and attached to this form. I further understand that I may be asked to vacate the premises and may forfeit my security deposit if I fail to abide by these rules and regulations or any other reasonable request from City of South Miami staff.
  - 6) Understand and agree that rentals, including pavilion rentals operate between sunrise and sunset (excluding rentals at South Miami Park, Palmer Park and the Gibson-Bethel Community Center).
  - 7) I certify that the above information is correct and that I have read and understand the rules and regulations governing this permit.
- 

## Permit Rules and Regulations

Please initial at each rule indicating you have read and understand the expectations of the City of South Miami.

Permits may not be issued for programs:

- Requiring equipment to be set up in the park or facility.
- With a negative impact on traffic or the public’s ability to enjoy the park or facility.
- Considered high risk having a negative impact on the public’s health, safety, and welfare.
- Deemed inappropriate by the Parks and Recreation Director.
- With a negative impact on City property; for example, destruction of trees, turf, or other City infrastructure.

1. \_\_\_\_\_ Facility Permit/Security Deposit

- Reservations may be requested up to one year in advance and are based upon availability.
- The security deposit and all associated rental fees must be paid at the time of reservation.
- The payment can be made in the form of a personal check, money order or certified check.
- Failure to adequately clean, damage to or loss of park property or violation of park rules, will result in the loss of all or part of the deposit.

2. \_\_\_\_\_ Insurance

# Rental Application Form

- Prior to the use of the facility or facility, proof of insurance may be required with the policy naming the City of South Miami as an additional insured for the duration of the event.
- The coverage for the City shall be primary and non-contributory and written on Florida approved forms by an insurance company licensed by the State of Florida to sell insurance.
- The company shall not be a surplus lines carrier and the insurance shall include contract liability coverage.

## 3. \_\_\_\_\_ Activity

- Any unusual equipment and/or activity, as may be defined by the City in its sole and absolute discretion, must be approved by the Director of Parks and Recreation and noted on the facility reservation form.
- All equipment must be delivered and removed within the rental period – no storage areas are available.
- All delivery vehicles must remain in designated parking areas. Excessive amplified music or other loud noises, as determined by the City in its sole and absolute discretion, which disturb other park patrons or adjacent property owners are prohibited. Rides of any kind including pony rides, mechanical and inflatable rides, petting zoos, etc. are not permitted in any City park.
- Use of rentals, including pavilion rentals must be completed by sunset. Use of rentals at Palmer Park and the Gibson-Bethel Community Center must be completed by 10:00 PM.

## 4. \_\_\_\_\_ Conduct

- Permittee must take all necessary steps to control all of their guests/participants/spectators. Any person(s) violating any of the Rules and Regulations contained herein, any City ordinances or other laws, or who are, in the opinion of the Parks and Recreation Department, constituting a public nuisance, potential hazard to the public or park property, or exhibiting disorderly conduct, may be expelled from the facility by Parks and Recreation Department staff or Police Department without a refund for the remainder of the permit period.
- All vehicles must remain in the designated parking lots.
- The consumption of alcoholic beverages and gambling of any form is prohibited in all City parks.

## 5. \_\_\_\_\_ Set up/Decoration

- Decorations may be attached with MASKING TAPE ONLY. The use of staples, nails, tacks, etc. is prohibited. The rental period should include sufficient time for set-up of facility, conducting the event, and cleanup of the facility to the satisfaction of the Parks and Recreation Department.
- All facilities/furniture/equipment must be returned to its original condition and be placed in its original position if moved. Any cleanup performed by the City will be deducted from the deposit and/or billed to the Permittee.

## 6. \_\_\_\_\_ Food Service

- Cooking of food must be done in prescribed areas only. No food or drinks will be allowed in the Gymnasium at the Community Center. The City of South Miami, Miami-Dade County and the State of Florida may require permits/licenses when food is to be sold. It is the responsibility of the permittee to contact these agencies for this information and to obtain all required permits.

## 7. \_\_\_\_\_ Special Requirements

- Occupancy Limits - 30 people per pavilion at Dante Fascell Park; 30 people at Fuchs Park and 80 people in the Multipurpose Room.
- Additional trash receptacles, cleanup crews, portable toilets, off-duty police officers, or other special conditions may be required depending on the facility, number of attendees, nature of event or other miscellaneous conditions as determined by the City in its sole and absolute discretion and/or in the public interest. The sale of merchandise of any kind is prohibited unless otherwise noted on the application form.

# Rental Application Form

8. \_\_\_\_\_ Pets
- With the exception of service animals, animals/pets are not permitted into or upon City parks and facilities unless otherwise required by law.
9. \_\_\_\_\_ Cancellations and Refunds
- Cancellations made 72 hours in advance of scheduled reservation date are eligible for a refund. No refunds thereafter.

## Restrictions/Revocation

- The Director of Parks and Recreation reserves the right to approve or deny any application on a case-by-case basis, including but not limited to, limited capacity of park or facility, impact on surrounding neighborhood, or such application is not consistent with the Parks and Recreation Vision, Mission and/or Values.
- Permits are revocable, without notice at any time by the Parks and Recreation Director or their designee for a violation of the permit conditions, any park rule, ordinance, Federal or State law or if the Director of Parks and Recreation determines the permitted use is a threat to the health, safety, or welfare of the public.
- Should a lapse in the general liability insurance policy occur, the City reserves the right to revoke the user's permit.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### For Office Use Only

Method of Payment: \_\_\_\_\_

Application Received by: \_\_\_\_\_ Date: \_\_\_\_\_