

# 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 requires 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/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 security 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:

### I. PURPOSE

To create a fair and consistent standard by which the City of South Miami Parks and Recreation Department will apply refund processing fees and issue refunds for various activities, programs, facility rentals, memberships, daily entry visits.

### II. POLICY

The City of South Miami Parks and Recreation Department ("the Department") reserves the right to cancel, postpone, or combine classes, events or programs, or change instructors in order to provide the best service possible. In the event the Department cancels an activity or program for any reason, a full refund will be issued.

### Facility Rentals

Refunds may be granted if a cancellation notice is received at least seven (7) days prior to the reserved date of the event start (*i.e. if the event is on Saturday, the last day to cancel and receive a refund is Friday, the week prior to the event*). No refunds, including the security deposit will be made thereafter.

Refunds may be granted only if adverse weather conditions prevail, or if the cancellation notice is received in writing at least seven (7) days prior to the reserved date of the event or program start. No refunds or credits will be given after this deadline.



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<b>Murray Park Aquatic Center (pool party)</b>			
0-35 people (3 hours)	<input type="checkbox"/> \$265		
36-64 people (3 hours)	<input type="checkbox"/> \$315		
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"/> \$5	<input type="checkbox"/> \$8	<input type="checkbox"/> \$3
<b>Dante Fascell Park</b>			
Pavilions (1 & 2)	<input type="checkbox"/> \$40	<input type="checkbox"/> \$80	<input type="checkbox"/> \$30
Sand Volleyball	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50	<input type="checkbox"/> \$20
<b>Fuchs Park</b>			
Pavilion	<input type="checkbox"/> \$40	<input type="checkbox"/> \$80	<input type="checkbox"/> \$30
Sand Volleyball	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50	<input type="checkbox"/> \$30
<b>Brewer Park</b>			
Tennis Court	<input type="checkbox"/> \$5	<input type="checkbox"/> \$8	<input type="checkbox"/> \$3
Gazebo	<input type="checkbox"/> \$40	<input type="checkbox"/> \$80	<input type="checkbox"/> \$30
<b>Palmer Park</b>			
Fields 1, 2, 3, 4, 5 (w/o lights)	<input type="checkbox"/> \$30 per field	<input type="checkbox"/> \$36 per field	<input type="checkbox"/> \$25 per field
Fields 1, 2, 3, 4, 5 (w lights)	<input type="checkbox"/> \$40 per field	<input type="checkbox"/> \$50 per field	<input type="checkbox"/> \$35 per field
Batting Cage	<input type="checkbox"/> \$25	<input type="checkbox"/> \$35	<input type="checkbox"/> \$20
<b>Jean Willis Park</b>			
Pavilion	<input type="checkbox"/> \$40	<input type="checkbox"/> \$80	<input type="checkbox"/> \$30
<b>SECURITY DEPOSIT</b>	<input type="checkbox"/> \$110	<input type="checkbox"/> \$200	<input type="checkbox"/> \$100

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

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

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

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

*(7% sales tax applied to total amount due)*

Refunds

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

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## Release and Waiver of Liability

\_\_\_\_\_ I agree:

- 1) to assumes all risks of any injuries, damages, or harm which might arise from the program or the use of the requested facility or activity due to the negligence or other fault of the Participant or anyone acting through or on behalf of the Participant.
- 2) to compensate the City of South Miami ("City") for any repair and/or replacement costs for damages to the requested facility or equipment due to the negligence or other fault of the Participant or anyone acting through or on behalf of the Participant.
- 3) to indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, liability, losses, demands, 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 act or omission, misconduct, or any gross negligence, intentional act of me, the Participant, any contractor or subcontractor of mine or the Participant, or any of their or our 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, the program activities, the program by me, the Participant or anyone acting for or through me or the Participant. 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) 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 me, the Participant, or any of our contractor or subcontractor, if any, or any of their or our agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them or us, and arising out of or occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of me or the Participant, CITY in no way assumes or shares responsibility or liability for the acts or omissions of me or the Participant, our contractor or subcontractor, if any, or any of their or our agents, representatives, employees, or assigns, or anyone acting through or on behalf of them or us. I and the Participant have the duty to provide the 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) 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) that rentals, including pavilion rentals operate between sunrise and sunset (excluding rentals at South Miami Park, Palmer Park and the Gibson-Bethel Community Center.

# Rental Application Form

I certify, under penalties of perjury, that the above information is correct, that I have read and understand the rules and regulations and that I agree to the terms and conditions set forth above.

## 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

- 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.
- I understand and will abide by the most recent Emergency Orders from Miami Dade County.

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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.
  - Balloons inflated with lighter-than-air gases shall not be released in the City limits. Any balloons filled with gases shall be tied securely to an object heavier than the balloon and a paper tag shall be attached to the string/ribbon attached to the balloon that states: "Releasing this balloon will harm the environment/Soltando este globo al aire danara la naturaleza". (see ord. 13-16-2246 amending sec. 13A-22 of the Code of ordinances)
  - 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; 15 people at Fuchs Park and 60 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.
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 seven (7) days in advance of the scheduled reservation date are eligible for a refund. No refunds thereafter.

## Restrictions/Revocation

- The City Manager 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, services for faith-based organizations, 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: \_\_\_\_\_



**AMENDMENT NO. 1 TO MIAMI-DADE COUNTY EMERGENCY ORDER 33-20**

WHEREAS, Section 252.38(3)(a), Florida Statutes, gives authority to political subdivisions to declare and enact a State of Local Emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required of the political subdivision by law; and

WHEREAS, on March 1, 2020, the Governor of Florida issued Executive Order Number 20-51, directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of coronavirus disease 2019 (COVID-19) in Florida; and

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52, declaring a State of Emergency for the State of Florida related to COVID-19; and

WHEREAS, on March 12, 2020, the County Mayor declared a State of Local Emergency for all of Miami-Dade County; and

WHEREAS, on May 15, 2020, the County Mayor issued Emergency Order 23-20, which ordered the opening of certain retail and commercial establishments in accordance with the "The New Normal" Handbook; and

WHEREAS, in order to mitigate a surge in COVID-19 cases in Miami-Dade County, on July 2, 2020, the County Mayor issued Emergency Order 26-20 in order to close certain indoor spaces and outdoor spaces where groups of people congregated without physical distancing, with additional amendments on July 3, 2020, July 9, 2020, and August 5, 2020; and

WHEREAS, on September 25, 2020, the Governor of Florida issued Executive Order Number 20-244, stating that economic harms resulting from COVID-19 closures has exacerbated the State of Emergency; and

WHEREAS, Executive Order Number 20-244 moves the State of Florida into Phase 3 of its reopening plan, requiring local governments to provide economic impact analysis on the restaurant industry and explanation of why limits are necessary for public health if the local government intends to reduce capacity below 100 percent and requiring all other businesses to open as part of Phase 3; and

WHEREAS, taxable food and beverage sales continue to decline, with sales in hotel establishments having declined 56 percent year over year, based on this year's County tax revenue collections; and

WHEREAS, restaurants continue to remain closed as a result of decreased demand for dining; and

WHEREAS, employment in the restaurant industry continues to struggle, experiencing a 20 percent decline in available jobs compared to one year prior, based on January 2021 employment data; and

WHEREAS, these losses are industry averages; and

WHEREAS, these losses reflect both government restrictions on restaurants and also customers who chose not to patronize restaurants due to concerns about COVID-19; and

WHEREAS, the continuing restrictions in this Emergency Order with respect to social distancing may prohibit some restaurants from operating at 100 percent capacity; and

WHEREAS, transmission of COVID-19 happens when an infected person coughs, sneezes, or talks, and droplets from their mouth or nose are launched into the air and land in the mouths or noses of people nearby and then inhaled into the lungs; and

WHEREAS, recent studies, and the advice of the medical doctors consulted by the County, indicate that people who are infected with COVID-19, but do not have symptoms, likely also play a role in the spread of COVID-19, since people can spread the virus before they know they are sick; and

WHEREAS, persons sitting in a restaurant eating may be expelling virus, and it is necessary to take steps to ensure that restaurant customers do not inadvertently spread the virus; and

WHEREAS, the restriction below that tables must be 6 feet apart is necessary to ensure that restaurant customers do not inadvertently infect each other as they sit and eat; and

WHEREAS, while threats from COVID-19 variants remain, more than 800,000 County residents have been vaccinated in Miami-Dade County; and

WHEREAS, while positivity rates remain over six percent, hospital admissions and intensive care bed usage are stable or declining; and

WHEREAS, medical experts consulted by Miami-Dade County believe that lifting the curfew will not substantially impact public health; and

WHEREAS, section 8B-7(2)(f) of the Code of Miami-Dade County ("Code") authorizes the County Mayor to order the closure of any commercial establishment; and

WHEREAS, sections 8B-7(2)(e) and (o) of the Code authorize the County Mayor to limit the movement of persons inside Miami-Dade County in order to safeguard life and health; and

WHEREAS, Executive Order Number 20-52 authorizes the County to respond to the still-existent COVID-19 emergency; and



WHEREAS, Section 252.46, Florida Statutes, authorizes the County to issue such orders and rules as are necessary for emergency management purposes;

WHEREAS, the safety and welfare of all the citizens of Miami-Dade County is paramount,

THEREFORE, as County Mayor of Miami-Dade County, I hereby order:

A. Section 3(d) of Emergency Order 33-20 is hereby amended and restated as follows:

3(d). Restaurants and other food service establishments with seating for more than eight people shall close for on-premises dining between the start of the curfew as determined in Emergency Order 27-20 and 6:00 a.m. the next morning. Notwithstanding the foregoing, such establishments may operate their kitchens for the purpose of providing delivery services, pick-up or take-out services. Employees, janitorial personnel, contractors and delivery personnel shall be allowed access to such establishments at all times. Upon the expiration of the curfew, the limitations of this Section 3(d) shall be of no further force and effect.

B. All other provisions of Emergency Order 33-20, as amended, shall remain in full force and effect.

C. The provisions of this order shall serve as minimum standards. Municipalities may impose more stringent standards within their jurisdiction.

D. This order shall be provided to all appropriate media consistent with the requirements of section 8B-7(2)(n) of the Code of Miami-Dade County.

Enacted:

Signed: \_\_\_\_\_

*Danielle Lemie Cox*

COUNTY MAYOR

Date: \_\_\_\_\_

*4/7/21*

Time: *9:29* AM

Witness: \_\_\_\_\_

*George J. Ancher*

Cancelled:

Signed: \_\_\_\_\_

COUNTY MAYOR

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Witness: \_\_\_\_\_