

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 66th Street, South Miami, FL. 33143 and online at www.southmiamifl.gov.
- Step 2:** Return the completed application and any additional documentation by email to parks@southmiamifl.gov or in-person at the Gibson Bethel Community Center, 5800 SW 66th Street, South Miami, FL 33143. **Note: Application request must be submitted no later than 10 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.) and/or
 - 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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Additional hour	<input type="checkbox"/> \$50		
Mobley Building (per hour)			
Bay 1A Room (554 SF)	<input type="checkbox"/> \$30	<input type="checkbox"/> \$40	<input type="checkbox"/> \$20
Bay 2A Room (380 SF)	<input type="checkbox"/> \$20	<input type="checkbox"/> \$30	<input type="checkbox"/> \$10
Bay 2C Room (600 SF)	<input type="checkbox"/> \$30	<input type="checkbox"/> \$45	<input type="checkbox"/> \$20
Marshall Williamson Park (per hour)			
Meeting Room	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50	<input type="checkbox"/> \$10 (S.M)/\$20
Tennis/Pickleball Court	<input type="checkbox"/> \$5	<input type="checkbox"/> \$9	<input type="checkbox"/> \$4
Private Instructor Fee (\$20 per hour)			
Dante Fascell Park			
Large Pavilion 1 (flat rate)	<input type="checkbox"/> \$200	<input type="checkbox"/> \$250	<input type="checkbox"/> \$200
Small Pavilion 2 (flat rate)	<input type="checkbox"/> \$175	<input type="checkbox"/> \$225	<input type="checkbox"/> \$175
Sand Volleyball (per hour)	<input type="checkbox"/> \$25	<input type="checkbox"/> \$35	<input type="checkbox"/> \$20
Fuchs Park			
Small Pavilion (flat rate)	<input type="checkbox"/> \$175	<input type="checkbox"/> \$225	<input type="checkbox"/> \$175
Sand Volleyball (per hour)	<input type="checkbox"/> \$25	<input type="checkbox"/> \$35	<input type="checkbox"/> \$20
Brewer Park (per hour)			
Tennis Court	<input type="checkbox"/> \$5	<input type="checkbox"/> \$9	<input type="checkbox"/> \$4
Gazebo (flat rate)	<input type="checkbox"/> \$175	<input type="checkbox"/> \$225	<input type="checkbox"/> \$175
Private Instructor Fee (\$20 per hour)			
Palmer Park (per hour)			
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
South Miami Park			
Large Pavilion 1 (flat rate)	<input type="checkbox"/> \$200	<input type="checkbox"/> \$250	<input type="checkbox"/> \$200
Large Pavilion 2 (flat rate)	<input type="checkbox"/> \$200	<input type="checkbox"/> \$250	<input type="checkbox"/> \$200
Turf Fields 1, 2, 3, or 4 (7v7, 9v9, flag football) (per hour)	<input type="checkbox"/> \$65 per field	<input type="checkbox"/> \$75 per field	<input type="checkbox"/> \$65 per field
Turf Fields 5 or 6 (11v11) (per hour)	<input type="checkbox"/> \$120 per field	<input type="checkbox"/> \$130 per field	<input type="checkbox"/> \$120 per field
Jean Willis Park			
Gazebo (flat rate)	<input type="checkbox"/> \$175	<input type="checkbox"/> \$225	<input type="checkbox"/> \$175
SECURITY DEPOSIT	<input type="checkbox"/> \$150	<input type="checkbox"/> \$150	<input type="checkbox"/> \$150

Rental Fee Due: \$ _____

Security Deposit Due: \$ _____

(Security deposit will be voided and shredded the next business day upon inspection of your rental site for your privacy/security unless notice is given that check is to be picked up.)

Total Amount Due: \$ _____

(3% sales tax applied to total amount due)

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Refunds

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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.

Applicant Signature _____ Date _____

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.

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- 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.

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 (6130 Sunset Drive, South Miami, FL 33143)** 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.

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- 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, South Miami Park, and the Gibson-Bethel Community Center must be completed by 10:00 PM.

4. **Audio Equipment Policy**

- Only portable Bluetooth speakers of a reasonable size and volume are allowed in the park.
- Permitted Bluetooth speaker volume must not exceed 60 decibels, approximately the level of normal conversation or background music, to maintain a pleasant atmosphere and avoid disrupting others nearby.
- Large audio equipment, including but not limited to DJ setups, amplified sound systems, or any device that requires external power sources, is strictly prohibited.
- Any sound system or speaker beyond the size and functionality of a portable Bluetooth speaker is not allowed in the park unless authorized by City personnel.

5. **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 within designated parking spots
- The consumption of alcoholic beverages and gambling of any form is prohibited in all City parks.

6. **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.
- Bounce houses are permitted in designated areas within City of South Miami parks, depending on the site. A certificate of insurance with a minimum of \$1 million in general liability coverage is required, listing the City of South Miami (6130 Sunset Drive, South Miami, FL 33143) as an additional insured. Only low-decibel generators (maximum 65 decibels) specifically designed for low noise output are permitted and recommended. For site-specific details, refer to the City's Website. 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.

7. **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

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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.

8. _____ **Special Requirements**

- Occupancy Limits - 36 people per pavilion for large pavilions; 18 people at small pavilions and gazebos 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.

9. _____ **Pets**

- With the exception of service animals, animals/pets are not permitted into or upon City parks and facilities unless otherwise required by law.

10. _____ **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: _____

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Pavilions

Rental availability: 9:00 am – 5:00 pm

Dante Fascell Park



Large Pavilion 1



Small Pavilion 2

South Miami Park



South Miami Park Pavilions

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Fields

Rental availability: 9:00 am – 9:00 pm

South Miami Park



Palmer Park

