TOWN OF LAKE PARK

FACILITY RENTAL POLICIES

For more information call
Parks & Recreation @ 561-881-3338
www.lakeparkflorida.gov

1. Town of Lake Park Rental Facilities

The Town of Lake Park is pleased to be able to provide a variety of facilities for rent. Each facility offers a unique feel and flavor. From the indoor glamour of an old-fashioned ballroom to the plush greenery of a historic park, the Town's rental facilities aim to offer an array of ambiances. Plan your next event around one of our facilities today.

LAKE SHORE PARK PICNIC PAVILION: Situated along the Intracoastal in Lake Shore Park, this is an ideal gathering location for a Birthday Party or Cookout. Located near the playground in Lake Shore Park. **Fee: $50 + tax for 6 hours, $100 required Deposit. An optional parking pass fee for additional $120.**

LAKE SHORE PARK INDOOR PAVILION: Also situated along the Intracoastal in Lake Shore Park, the facility is an ideal gathering location for any event. Located near the playground in Lake Shore Park, the Lake Shore Park Pavilion offers an outdoor patio area and wonderful water views. ***Capacity: 40 PERSONS. Fee: Non-Resident $200 + tax for 4 hours, $25 cleaning fee and a $200 Required Deposit. Town Resident Fee: $180 + tax for 4 hours, $25 cleaning fee and a $200 Required Deposit.*** **There is a charge of $45 + tax for each additional hour over 4 hours. An optional parking pass fee for additional $100.**

****There is hourly parking fee if you are renting the Lake Shore Park Indoor Pavilion, Picnic Pavilion, or Kelsey Park Gazebo. You can either combine charge for additional fee or pay per vehicle. You wish to pay the upfront payment you will be given parking passes.**

KELSEY PARK GAZEBO: This old-fashioned open-air Gazebo in the Heart of Historic Kelsey Park sets the scene for wedding ceremonies and other similar ceremonies. Located in Kelsey Park on U.S. Highway One and Park Avenue. According to town code for assembly use of Kelsey Park, the Gazebo is unfortunately not for groups to serve food, but for ceremonies only. The permit of the Gazebo allows for only the rental of the Gazebo and not for the surrounding area of Kelsey Park. ***Fee: Non-Resident $25 + tax for 4 hours. Town Residents $22.50 + tax for 4 hours, and a $50 required Deposit. There is a charge of $5 + tax for each additional hour over 4 hours.*** **An optional parking pass fee for additional $105.**

W. ILEX PARK PICNIC PAVILION: Situated on the corner of 8th St & W. Ilex Dr. is an ideal gathering location for a Birthday Party or Cookout. **Fee: $50 + tax for 6 hours, $100 required Deposit.**

MIRROR BALLROOM: The Historic Mirror Ballroom is the largest facility available, offering the decor and charm of the olden days. Located on the second floor of Historic Town Hall, this 100-person capacity ballroom has a working stage. **Fees: $360 + tax for a 6-hour period, $105 personal fee, $25 cleaning fee and a $500 required deposit**. There is an additional $60 + tax as a rental fee and $17.50 security fee for each additional hour past 6 hours, which must be paid with your final payment at least two weeks from the event. There is also an additional charge if alcohol is to be served.

2. Town of Lake Park Rental Facility Policies

PROCEDURES AND REQUIREMENTS: To rent town rental facilities, the event organizer must come to the Lake Park Recreation Department located at the ball fields 311 7th Street. Lake Park. If the date is available, the organizer must fill out the Agreement completely and return it to the appropriate staff member along with the stated **deposit.** The established rates are for a **four (4) hour period, unless stated otherwise. There will be an additional charge for each additional hour** the facilities are utilized, and it must be stated at least two weeks before the event. **Within fourteen (14) days prior to the event, the rental rate must be paid in full.**

PROCEDURE:

(1) Complete the application and pay the necessary deposit.
(2) 2 weeks prior to the function, pay the total amount.
(3) Following the event, after a positive inspection of the rental Facility, your deposit will be forwarded back to you.

KEYS: Keys needed for the Lake Shore Park Pavilion, the pavilion bathrooms, etc..., will be available only a day before the event is to take place. Renting parties must have their payment paid in full to receive the necessary keys. Immediately following the event, the keys must be returned to the Lake Park Recreation Center or the party will forfeit their deposit. Parties renting the Mirror Ballroom will have the doors opened and locked by a staff member on site.

NO WAIVING OF FEES: Due to the maintenance costs of town rental facilities, there will be no waiving or reducing of fees, unless it's approved in advance by the Town Manager.

DEPOSITS - NOT REFUNDABLE UPON CANCELLATION: A deposit is required at the time the reservation of town rental facilities is made. **All deposits are forfeited at the time of cancellation of the event, regardless of the date. The deposit can not be forwarded to a future date.** Following the event, the deposit is refundable in no less than fourteen (14) days, upon a positive inspection of the rental facility and its premises, in lieu of any damage and/or theft.

TOWN'S UNILATERAL RIGHT TO CANCEL EVENTS: The Town reserves the right to cancel an event and reservation, and retain all or a portion of the applicant's security deposit and rental fees, if the applicant makes any incomplete, inaccurate, false, or misleading statement in the application, or omits or fails to provide the information, deposit, or fees required by the application. Moreover, if prior to the event taking place the Town determines that the applicant is advertising or promoting the event and charging admission or a donation to persons in exchange for a person's attendance at the event, the Town may unilaterally cancel the event and retain any deposit or fees submitted. If the Town cancels the event, the Town shall be entitled to retain the security deposit and up to 100% of all fees collected from the applicant. Prior to the discovery of the false or incomplete information. The Town shall also have the right to unilaterally cancel an event for any reason provided the Town does so at least seven days prior to the scheduled event. In which case, the applicant shall be entitled to a refund of the security deposit submitted at the time of application and any fees collected from the applicant.

MAXIMUM NUMBER OF PEOPLE: Due to the Lake Park Fire Codes and facility space, the maximum number of people allowed per event varies per rental facility. It is important to find out what that number is for the facility that you are renting. The Lake Shore Park Pavilion holds no more than 40 people, while the Mirror Ballroom holds no more than 100 people. There are no exceptions.

PERSONNEL/SECURITY: A staff member and a fee of $105.00 may be required for an event

regardless of the number of people attending. **The staff member(s) will not be expected to be utilized as set-up, wait staff and/or cleanup workers.** Each additional hour will entail an additional fee of $17.50 per hour for the personnel fee. **If alcohol is involved, an additional Sheriff Deputy fee will be assessed.**

TIME: All renting parties must vacate town facilities except Lake Shore Park Pavilion no later than 10:00 p.m. It is suggested that functions end at 10:00 p.m., to allow time for vacating the premises. Lake Shore Park must vacate no later than 10:00p.m. No individuals and vehicles are allowed in Kelsey / Lake Shore Park or Town Hall beyond 9:00 p.m.

FOOD & BEVERAGES: Food and beverages are allowed, depending on the chosen rental facility.

SET-UP / BREAKDOWN: All renting parties **are responsible for the set-up and breakdown of the functions tables and chairs**. If any special needs must be addressed, the renting party should contact the Town of Lake Park no later than one week prior to the event. **All groups that choose not to breakdown their event, and return the tables and chairs to their original location, will forfeit their deposit.**

CLEANUP: The event organizer is responsible for all **cleanups and damages both inside of and outside of (including all perimeters) the chosen rental facility**. General cleanup must be completed before ending the event and will be included within the 6-hour rental period. Any excessive cleanup that may be necessary will be taken out of the deposit before any reimbursement is made. **It is up to the event organizer to end their party on time or be assessed the additional charge, which is payable immediately.** Failure to leave the premises on time will result in the contacting of the Palm Beach County Sheriff Department for the groups immediate dismissal and forfeiture of the deposit. Should there be excessive clean-up, beyond the cost of deposit, the renting party will be charged an additional fee.

RENTAL RESTRICTION: To maintain the Special Event quality of town rental facilities, no group is permitted to rent town facilities and its surrounding area more than one time during a 45-day period.

CHILDREN: All children's behavior is to be monitored by the event organizer. Town rental facilities are not designed to allow children to run free throughout the buildings. It will be the responsibility of the event organizer to control the behavior of all of the guests, especially the children.

CHAIRS/TABLES: The Town will provide chairs and tables in the Mirror Ballroom and the Lake Shore Park Pavilion only. All chairs and tables will need to be **setup by the renting party and must be relocated to the exact areas as they are found**. No exceptions. **Additional chairs and/or table from a rental company may be brought into any Lake Park Rental Facility.**

DECORATIONS: Please refer decorating questions to the Lake Park Staff. Due to Lake Park Fire Codes, absolutely **NO CANDLES OR SMOKE MACHINES are permitted in town rental facilities. Glitter, confetti and rice are also not permitted. No decorations** may be taped to the interior walls of the Lake Shore Pavilion and the Mirror Ballroom, as it ruins the paint.

SMOKING: Absolutely **NO TOBACCO of any kind is allowed inside of, or on the patio of, town rental facilities.** Tobacco consists of cigarettes, cigars, pipes and smokeless tobacco (chew). **As with all government buildings, smoking is only permitted in grassy lawn areas around the outside of town rental facilities - 50 feet in distance.** Ashtrays are not provided by the town and the event organizer is responsible for any and all smoking debris, trash, damage, etc.

PERMITS: A permit will be needed to have any type of function in or near town rental facilities. Those permits would include, but not limited to: Rental Permit, Alcohol Permit, etc.

ALCOHOL: If you intend on having alcohol at your event, a town permit is required. It is important to note that in order to receive a permit, you will need to pay an additional $126.00 for additional security. It is important to note that without this permit, there is no way you can offer alcohol at all. **The event organizer accepts all responsibility for the alcohol consumption of their guests.** The town personnel and the Town of Lake Park will not be held liable for any behavior or alcohol intake of the guests at any event at town rental facilities. Please see the Personnel Paragraph above for details.

MUSIC: There are no sound systems and/or microphones available at any location in town. All rental groups are responsible for their own P.A. Systems. Limited music is permitted at town rental facilities. The event organizer **is responsible for keeping the music volume at a reasonable level.** Also, in compliance with the residential homes around town rental facilities, the town personnel present at the event is directed to inform the event organizer that the volume should be adjusted, if necessary.

DAMAGE AND/OR THEFT: Should there be any damage or theft, the deposit will be forfeited. Should the cost for damage and/or theft (photographs, furniture, etc.) exceed the deposit, the event organizer will be responsible for the additional costs.

THEFT: The Town of Lake Park, and its staff, will be held harmless should any item of the event organizer and/or their function be stolen or misplaced.

ANIMALS: At no time are animals allowed to be in or around town rental facilities. In accordance with Lake Park Codes, no animals are allowed in Kelsey / Lake Shore Park (including petting zoos).

RIDES AND/OR ACTIVITIES: Bounce houses are allowed **only** with a Certificate of Insurance from the bounce house company you select. The insurance certificate must be faxed or emailed to the Town of Lake Park Recreation Department for approval no later than two weeks prior to the event and the date if insurance of the insurance certificate must not be more than 30 days prior to the date of the event. The town of Lake Park must be named as the certificate holder and additional insured with respect to commercial general liability, and the limits must be at least $1 million per occurrence and $2 million aggregate. Slides, pony rides, and/or carnival rides are **NOT** allowed to be in or around town rental facilities, especially in Kelsey / Lake Shore Park. **Certificate Holder should read:**

Town of Lake Park
535 Park Ave.
Lake Park, Fl 33402

GENERAL LIABILITY: The event organizer is completely responsible for all damage, theft, physical harm, alcoholic consumption and incidences that cause public complaint and/or P.B.C. Sheriff Notification. It is the responsibility of the event organizer to control the alcoholic intake and the behavior of their guests. **BALLROOM DOORS:** The side glass doors of the Mirror Ballroom are **not** to be opened, except in case of emergency evacuation. The balconies and outside staircases are for historical purposes and are **never** to be utilized as a smoking patio and/or an access to the parking lot.

IMPORTANT NOTICE: It is important to remember these rental facilities belong to the Town of Lake Park and one of them is actually located inside Historic Town Hall. Each facility should be respected. Everyone attending events that take place in town rental facilities should enjoy the atmosphere and respect the furnishings, paintings and amenities. The Town of Lake Park reserves the right to reject a rental party for any reason, and any circumstances, whatsoever. The event organizer is completely

responsible for all damage, theft, physical harm, alcoholic consumption and incidences that cause public complaint and / or P.B.C. Sheriff Notification. It is the responsibility of the event organizer to control the alcoholic and the behavior of their guests.

INDEMNIFICATION: Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

GENERAL PROVISIONS:

Captions: The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

Joint and Several Obligations: If Renter consists of more than one person or entity, the obligation of all such persons is joint and several.

Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

3. Town of Lake Park Facility Usage Permit

Date of Event: _____**201**___ **Time of Event** _____-_____

Rental Facility *(Circle One)*: **Indoor Pavilion - Gazebo - Mirror Ballroom**
Picnic Pavilion (North / South) - W. Ilex Park

Type of Event *(Birthday, Wedding, Meeting, etc.)*:

Contact Person's Name:

Name of Party or Organization *(if applicable)*:

Phone Number: Home:
Cell:
Any Additional #=s:

Address:

Number of People Attending Event:

Alcoholic Beverages: YES NO

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

Signature of Renter_____ **Date**_____

Signature of Lake Park Staff Member _____ **Date**_____

Paid Deposit _____ **Paid Remainder** _____
(Amount) (Date) **Key Return Date**_____

4. Town of Lake Park Facility Usage Agreement

X_____ **(initial)** This agreement, made the _____day of _____, 201____, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and_____ (Renter).

X_____ **(initial)** I understand that all party goers who are affiliated with this event are responsible for paying an hourly parking fee if renting a facility or renting the park in Lake Shore and Kelsey Park. The fee is $1 per hour. You can pay either by coin which is located on the North & South side of Kelsey Park, or use debit or coin at either the tennis court parking lot or South parking lot located in Lake Shore Park.

X_____ **(initial)** Premises: Town leases to Renter and Renter leases from Town the_____ (Ballroom/Indoor Pavilion/Gazebo/ Picnic Pavilion/ W. Ilex Park).

X_____ **(initial)** Term: The hours of rental are from _____o'clock ____.m. until_____o'clock ____.m. on _____ (Date).

X_____ **(initial)** Rental Rate: Renter shall pay Town the rental sum of $_____, fourteen (14) days prior to the event.

X_____ **(initial)** Security Deposit: Renter shall deposit with Town the sum of $100.00, $200.00, or $500.00 as security for the full and faithful performance by Renter of all of Renter=s obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that Renter shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the Renter. If the renter fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to Renter after fourteen (14) days after expiration of this agreement, including extension thereof.

Leases and Assignments: Renter shall not have the right to assign this agreement to any other person or entity.

X_____ **(initial)** Rules and Regulations: The rules and regulations attached hereto as Exhibits A1 and A2" shall be incorporated into and made a part of this agreement.

X_____ **(initial)** Indemnification: Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

General Provisions:

Captions: The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

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Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

RENTER'S NAME (PRINT) _____

RENTER'S SIGNATURE: _____ **DATE:** _____