

City of Rivera Beach
Parks and Facilities Rental Agreement

Date: 4/13/2023

(Fee Schedule Attached)

Date Agreement Submitted: 4/13/2023

FACILITY REQUEST DATE 6/3/2023

NAME OF FACILITY RENTED: Dan Calloway Park

Number of Guests: 150 (Insurance coverage for some events may apply)

Type of Event: NonProfit

Phone(H): _____

Phone(Alt): _____

Name of Applicant: Danielle O'Sullivan

Chairperson of Event: _____

Contact Person: Danielle O'Sullivan

Address: 734 W Kalmia Dr City: Lake Park State: FL

Zip: 33403

Time: 1 : 00 AM/PM

until 6 : 00 AM/PM

Email Address: JonathanWhiteFoundation@gmail.com Access prior to event Time: 8 AM/PM

The Department of Parks and Recreation reserves the right to attach an additional fee for any and all rental events that charge admission or donations. I have reviewed and read the City Parks and Facilities Handbook.

TO REQUEST A REFUND: APPLICANT/RENTER MUST SUBMIT ORIGINAL RECEIPT OR WRITTEN REQUEST TO ADMIN OFFICE. REFUNDS WILL BE PROCESSED WITHIN 4 WEEKS. Please write your name, mailing address and phone number on the back of the original receipt.

Please select which facility. Refer to price listing. A permit or written approval is required to utilize facilities.

Park/Beach/Pavilions

<input type="checkbox"/> Ben Flint Park	<input type="checkbox"/> Farrington Park (Dan Calloway "Tate")
<input type="checkbox"/> Cunningham Park	PAVILLIONS REQUESTED:
<input type="checkbox"/> George Street Park	A B C D E F G H I J – (Staff to indicate) - \$80/Grill Rental Fee
<input type="checkbox"/> Lone Pine Estates Park	
<input type="checkbox"/> Monroe Heights Park	
<input type="checkbox"/> Congress Lakes Park	
<input type="checkbox"/> Shultz Park	
<input type="checkbox"/> Wells Park	
<input type="checkbox"/> Timber Pine Park	
<input checked="" type="checkbox"/> Dan Calloway Amphitheater	
<input type="checkbox"/> Municipal Beach Park	

GYMNASIUMS/ COMMUNITY CTR/ EVENT HALL

<input type="checkbox"/> Wells Gymnasium (Floor)	
<input type="checkbox"/> Dan Calloway Rec./ Tate Gymnasium (Floor)	
<input type="checkbox"/> Side Room-Dan Calloway Recreation Complex	
<input type="checkbox"/> Lindsey Davis Community Center – Large Room	
<input type="checkbox"/> Lindsey Davis Community Center- Small Room	
<input type="checkbox"/> Newcomb Hall	
<input type="checkbox"/> Richard and Annie Brook Center	

Ball Fields

<input type="checkbox"/> Football	<input type="checkbox"/> Barracuda Bay Water Park
<input type="checkbox"/> Softball	<input type="checkbox"/> Municipal Beach
<input type="checkbox"/> Tennis Court	<input type="checkbox"/> Racquetball Ground
<input type="checkbox"/> Basketball Court	<input type="checkbox"/> Aqua Spray Ground
<input type="checkbox"/> Grill Areas (Small) / \$80 Grill Rental Fee	Other _____

Pool/Aquatics

City of Rivera Beach
Parks and Facilities Rental Agreement

**** Special accommodations: MUST BE APPROVED AND INITIALED BY P&R STAFF****

Please indicate if you are requesting any special accommodations. Any and all request for special accommodations must be approved by the Parks and Recreation Administrative Office.

of Chairs: 50 Provided by CITY OR APPLICANT _____
Stage: _____ Provided by CITY OR APPLICANT _____
of Tables: 10 Provided by CITY OR APPLICANT _____
Sound System: _____ Provided by CITY OR APPLICANT _____
Other: Tents: 5 Provided by CITY OR APPLICANT _____

Kitchen Use/ Access: Yes or No Approved _____ (City staff initial and date)

Access prior to Event: Yes or No Time 8:00 am

Set-up: For special set-up and layout please attach drawing. Submitted Yes or No _____

Fee Waiver: Approved by City Manager: Yes or No

Serving Alcohol: Approved by CM: Yes or No

Police / Security Confirmed: Yes or No Police Receipt # _____

Floor Covering: Yes or No

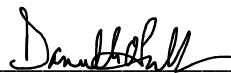
EMS Confirmed: Yes or No Note: _____ Other: _____

Payment Section:

Deposit: _____ Receipt No # _____
Facility Rental Fee: _____ Receipt No # _____
Plus 6% tax: _____ Payment Due Date: ___/___/___

TOTAL PAID: \$ _____ Vendor Fee to be paid: YES NO \$ _____

Please Review and Sign --Waiver of Liability and Hold Harmless Agreement

APPLICANT SIGNATURE:  DATE: 4/13/2023

Administrative Staff Use Only:

_____ Date ___/___/___ Approved / Not Approved
Authorized Signature of Parks and Recreation Staff

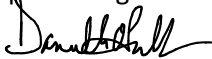
Attach/ Submit any correspondence regarding event that has been submitted to the Parks and Recreation Administrative Office (Yes / No) Notes: _____

Letter of Intent

The purpose of this event is to bring our community together to raise awareness for Gun Violence Awareness Day, to educate our community on gun safety, and to remind/encourage our community that we need more love and respect for our lives.

Danielle O'Sullivan

Applicant Signature(Print)



Signature

4/13/2023

Date

6/3/2023

Date of event



City Parks and Facilities Indoor & Outdoor Fee's

*(Fees are subject to change)

NAME	RENTAL RATES	OUTDOOR/INDOOR
<p>Barracuda Bay 1621 West Blue Heron Blvd</p>	<p>Application fee: \$50.00 NON REFUNDABLE Security Deposit: \$200.00-\$500.00</p> <p>Upon completion of your event and the exit review walk through, if there is no damage to the facility, the security deposit will be refunded. If damage has occurred, then money will be deducted from the security deposit and balance refunded to the renter within a 4-week period.</p> <p>Reservation Fee: \$300.00 Resident \$400.00 Non- Resident</p> <p>Fee includes the facility for 4 hours. One hour is given before or after selected time for set-up/clean-up.</p> <p>*Holiday(s) reservation fee extra. Call City of Riviera Beach Parks & Recreation Department for fee(s).</p> <p>Entrance Fees: Non-Profit: \$3.00 per person For-Profit: Applicant fees are based on number of guest entrance into the Water Park. (ex: If you have 150ppl fee will be \$7 per person from 1st entry)</p> <p>Up to 100 Patrons: \$5.00 per person 101-200 Patrons: \$7.00 per person 201-300 Patrons: \$9.00 per person 301-400 Patrons: \$11.00 per person</p> <p>Additional Hour: \$75.00 (Resident) \$100.00 (Non-Resident)</p>	<p>Outdoor</p>



City Parks and Facilities Indoor & Outdoor Fee's

*(Fees are subject to change)

NAME	RENTAL RATES	OUTDOOR/INDOOR
Ben Flint Park 701 West 28 th Street	\$50.00 Security Deposit *(Refundable) Basketball Courts: \$10/Per Hour - Residents \$20/ Per Hour – Non Residents	Outdoor
Congress Lakes Park 1661 Essex Lane	\$50.00 Security Deposit *(Refundable) \$85.00 Pavilion	Outdoor
Cunningham Park 2925 Avenue "S"	\$50.00 Security Deposit *(Refundable) Large Pavilions \$150.00 Smaller Pavilions \$85.00	Indoor/Outdoor
Dan Calloway Recreational & Complex (gymnasium, fields, aqua spray ground, etc.) 1420 West 10 th Street	Gymnasium \$200.00 Security Deposit *(Refundable) \$95.00/Per Hour – Residents \$100/Per Hour- Non- Residents *Ball Fields: (With Lights) \$35.00/Per Hour- Resident \$45.00/Per Hour- Non Residents (Without Lights) \$50.00/Per Hour- Resident 60.00/Per Hour- Non Residents *Volleyball/Basketball Courts \$10/Per Hour- Residents \$20/Per Hour- Non Residents *Mult Rink: \$50/Per Hour- Residents \$60/Per Hour- Non Residents *Aqua Spray Ground: \$25/Per Hour- Residents \$35/ Per Hour- Non Residents *(2 hr. Minimum rental)	Indoor/Outdoor



City Parks and Facilities Indoor & Outdoor Fee's

*(Fees are subject to change)

NAME	RENTAL RATES	OUTDOOR/INDOOR
Farrington Park (Dan Calloway Park) 1420 W 10 th Street	\$50.00 Security Deposit *(Refundable) \$25.00 Pavilion	Outdoor
Sadie McCray Park	\$50.00 Security Deposit *(Refundable) \$85.00 Pavilion	Outdoor
Goodmark Park 3551 Avenue P	\$50.00 Security Deposit *(Refundable) \$85.00 Pavilion	Outdoor
Lindsey Davis, Sr. Community Center 1550 R.J. Henley Avenue & Richard & Annie Brooks Community Center 594 W 4 th Street	\$200.00 Security Deposit *(Refundable) \$95.00/ Per Hour Includes Tables and Chairs Only	Indoor
Lone Pine Park 250 Canterbury Drive	\$50.00 Security Deposit *(Refundable) \$85.00 Pavilion	Outdoor
Monroe Heights Park 2500 Avenue M	\$50.00 Security Deposit *(Refundable) \$25.00 Pavilion	Outdoor



City Parks and Facilities Indoor & Outdoor Fee's

*(Fees are subject to change)

NAME	RENTAL RATES	OUTDOOR/INDOOR
Municipal Beach Ocean Pavilion/Park 2500 N Ocean Ave	\$50.00 Security Deposit *(Refundable) Small Pavilions (A, B, & C) \$85.00 Large Pavilions (D & E) \$150.00	Outdoor
Old City Hall 2214 Avenue E		Outdoor
Shultz Park 351 West 33 rd Street		Outdoor
Timber Pine Park 2708 West 28 th Street		Outdoor
Wells Recreation & Community Center Gymnasium (gymnasium, park, fields, etc.) 2409 Avenue H West	Gymnasium \$200.00 Security Deposit *(Refundable) \$95.00/Per Hour – Residents \$100/Per Hour- Non- Residents *Ball Fields: (With Lights) \$35.00/Per Hour- Resident \$45.00/Per Hour- Non Residents (Without Lights) \$50.00/Per Hour- Resident 60.00/Per Hour- Non Residents *Volleyball/Basketball Courts \$10/Per Hour- Residents \$20/Per Hour- Non Residents (2 hr. Minimum rental)	Indoor/Outdoor
Wells Pavilion (North Area)	\$50.00 Security Deposit *(Refundable) \$25.00 Per Pavilion	Outdoor
Sugar Hill Cemetery 1200 30 th Street		Outdoor

Indoor Facility Rental Policies

Please read carefully and initial on each line indicating that you have read and understand

1. Request for use of City of Rivera Beach Indoor facilities must be received **at least three weeks prior to the requestd event date – the required security deposit paid.** A rental application must be completed, submitted and approved (in writing) to use requested facility. **All fees must be paid and other rental requirements must be met two weeks prior ro event date.**
2. Rental charges commerce when you request the facility opening (excluding a complimentary one hour for set up). There is a 3-Hour minimal for P&R facilities.
3. **Cancelation Policy:** To receive a full refund minus a 15% or more administrative fee, cancellations must be submitted in writing or contact the Park and Recreation Office Administrative Office at least 4 hours prior to event.
4. Renters must secure the services of the City of Riviera Beach Police or Off Duty Officer two weeks prior to event. (Form provided by department).
5. Applications may be printed from the City's website; www.rivierabch.com picked up at any Parks and Recreation Administration Office, mailed, emailed or faxed upon request. All requests must be submitted in person by renter and must accompany the refundable security deposit.
6. Turning in the Application is only a request to use the facility and request are not confirmed until you have received a written confirmation from the Parks and Recreation Department.
7. Applicants must be at least 21 years of age to make any reservations. Valid proof/identification will be required.
8. Approval for use is on a first come, first paid basis and depends upon space availability and size and/or nature of the event.
9. The City of Riviera Beach reserves the right to cancel any event with a full refund to the applicant.
10. Access by applicant is granted for reserved time frame only. Decorating and clean up time **MUST** be included within the reserved time frame. If event exceeds the rented time frame additional charges will be charged and/or the security deposit will not be refunded. This includes entering reserved area earlier than indicated on Permit Application, and/or staying past the rental end time.
11. Cash or cashier's business checks, money orders, credit cards are the only form of payment for permit fees. Personal checks will not be accepted.
12. Fees are based on resident or non-resident status. The City will make a determination of the applicable rate schedule based on the Rental Application submitted. Applicants requesting the resident rate provide proof of residency within the incorporated City limits. For applicants', who have out of state residency driver's licenses, non-resident rate will apply (exception Woodbine Community, etc.).

- ~~13~~ 13. The City of Rivera Beach **Must** inspect equipment and approve entertainment for the event (including, but not limited to, DJ's, special games, banquet set-ups, catering, etc.).
- ~~14~~ 14. All outside vendors must complete the appropriate forms located in the City of Riviera Beach Parks and Facilities Rental Handbook (Section pertaining to Indoor facilities) and be fully licensed (if required) and able to add the "City of Rivera Beach" as additional insured (if required).
- ~~15~~ 15. All rentals will end no later than 12:00am
- ~~16~~ 16. The P&R Director has the right to limit the amount of facility rentals per month or year.
- ~~17~~ 17. Serving or consumption of alcohol on the indoor facilities is **ONLY** permitted if approved by the City Manager (Code 1957, § 4-8; Ord. No. 2933, § 1, 11-20-02). Approval must in writing from City Manager. This also includes the parking lots.
- ~~18~~ 18. The City Manager reserves the right to waive rental fees when deemed appropriate.
- ~~19~~ 19. Fees for rental requests from Palm Beach County Public Schools will be assessed based an Interlocal agreement between the School Board and the City.
- ~~20~~ 20. Commercial sales are prohibited.
- ~~21~~ 21. There is a two-hour minimum for rentals when the facility is not normally open. There is a three-hour minimum to receive 1 hour complimentary.
- ~~22~~ 22. Neither the renter/applicant nor anyone in the applicant's party is permitted in any area not designated in the agreement.
- ~~23~~ 23. Rented space must be left in the same condition as when it was found. All trash or debris must be cleared before departing the facility.
- ~~24~~ 24. The renter/applicant is responsible for the actions of guests or any subcontractors hired by Applicant or renter. All participants are expected to behave in an appropriate fashion at all times.
- ~~25~~ 25. This handbook does NOT pertain to special events request as previously defined. For more information, please contacts 561-845-4060.
- ~~26~~ 26. Renter or applicant will receive written approval to utilize facilities from Parks and Recreation Administrative Office.
- ~~27~~ 27. Rules and regulations subject to change or revisions by City Parks and Recreation Department.

Rules may be amended as per the Parks and Recreations Director, or City Manager.



RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION for being permitted to rent or use the City's premises, the undersigned named Applicant Danielle O'Sullivan hereby agrees to RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS the City of Riviera Beach, Florida, a municipal corporation, its officers, servants, agents, or employees (hereinafter collectively referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever (including attorney fees) for any loss, damage, or injury, including death, arising from any negligent acts, omissions, or wrongful conduct of – Applicant, Applicant's guests, invitees, attendees, agents or employees that may be sustained or suffered by Applicant, Applicant's guests, invitees, attendees, or employees, or by any city employee due to my rental and/or use of City Parks and Facilities.

Nothing contained herein shall be construed as a waiver of the City's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

It is my express intent that this Release and Waiver if Liability and Hold Harmless Agreement shall bind the members of my family, spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and INDEMNIFICATION AND HOLD HARMLESS of the above-named RELEASEES.

I understand that any damage to City Park and Facilities that is caused or permitted to be caused by my guest, invitees, attendees, agents or employees may result in the loss of my security deposit, the preclusion to use City Parks and Facilities in the future, and/or monetary damages resulting from the loss, repair, and/or replacement, etc. of City Park and Facilities equipment and property.

I understand that no animals or alcoholic beverages are allowed at any City Park and Facilities property without prior written approval.

IN SIGNING THIS RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand the foregoing provisions; that I sign this AGREEMENT voluntarily as my own free act and deed; no oral representations, statement, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Applicant's Signature

**City of Rivera Beach
Park and Recreation Department
CATERER INFORMATION SHEET**

Event Date _____ Name of Renter _____
Name of Venue _____
Catering Company _____
Address _____
City _____ State _____ Zip _____
Phone _____ Cell _____
Email address _____

Recreation Center Catering Terms & Conditions:

1. The catering company may not enter the venue or facility until the time designated on the renter's agreement. **The client will be charged \$25 for every 15 minutes the carter is in the building before or after the time allotted in the agreement.**
2. If applicable, the catering company must show proof of proper insurance and will be required to list the City of Riviera Beach as additionally insured for the date of the function.
3. If the kitchen is used for food preparation, it must be cleaned (including the floor swept) and left in the condition it was found before the renter signs their Walk Thru Form.
4. The renter is the contact person for the event, not Riviera Beach Parks Recreation Department.
5. In the event this agreement is signed by someone other than the owner of the business or renter/lessee, the person signing expressly warrants the authority to execute the agreement on behalf of the owner for this engagement under the terms and conditions established and agreed upon herein, and acknowledges that the City of Riviera Beach reasonably relied on such apparent authority. Should it occur that the person signing this agreement did not in fact have such authority to bind said entity, and then such person becomes personally liable, without limiting the City's ability to bind this agreement.

Riviera Beach Parks and Department is not responsible for any policy violations by the carterer or renter. I understand the above policies and I am aware that if any of these polices are violated, the renter will be charged accordingly.

Signature of Renter Date Signature of Vendor Date

I will not be using the services of an outside caterer. _____ (please initial)

***Submit original form. The signature on rental agreement and this form must match**

**City of Rivera Beach
Park and Recreation Department
Outside Vendor Information Sheet**

Rental Date _____ Name of Renter _____
Name of Vendor _____
Contact Name _____
Address of Vendor _____
City _____ State _____ Zip _____
Phone _____ Email _____

Description of rented item(s) or service:

Client rental time and delivery/pick-up time of rented item or service
(Please indicate a.m. or p.m.)

Rental Time _____ to _____ Delivery date/time

Pick-up date/time _____

Has the rental company/entertainer been contacted and informed of pertinent Recreation policies?

No _____ Yes _____ Date: _____

Signature of Renter Date Signature of Vendor Date

**I will not be using the services of an outside vendor. _____ (please initial)
*Submit this form with rental agreement.***

***Submit original form. The signature on rental agreement and this form must match.**

**City of Rivera Beach
Park and Recreation Department
Outside Vendor Information Sheet**

Facility Rental Addendum
EMERGENCY OPERATION CENTER

The Lindsey Davis Sr. Community Center, Wells Recreation & Community Center and Dan Calloway "Tate" Center has been designated as an essential facility during Emergency Operation Activation for the City of Rivera Beach.

In case of a disaster or major emergency, the Emergency Operation Center may be activated. This will restrict operations of any kind, other than that of the Emergency Operation Team, from meetings or holding any form of activities in the Community Center regardless of reservation time or type of function. An emergency may be identified, but not limited to: a natural disaster (hurricane, tornado, flood, etc.) or other as designated by the City. Any scheduled rentals would be notified as soon as possible but no time frame for notification can be guaranteed.

In addition to my signature on the rental agreement, I further recognize, understand and agree to this addendum describing possible cancellation of my event(s) as it relates to the activities of the City's Emergency Operation Activation.

A full refund will be issued.

Signature of Renter*

Date

**I will not be using the services of an outside vendor. _____ (please initial)
Submit this form with rental agreement.**

***Signature on rental agreement and this form must match**



EXTRA DUTY OFFICERS ARE REQUIRED BY THE PARK AND RECREATION DEPARTMENT
REQUEST FOR EXTRA-DUTY
RIVIERA BEACH POLICE OFFICERS
PARK AND RECREATION FACILITIES AND PARKS
POLICE DEPT. HOURS: 9:00AM-11:00AM AND 1:00PM-3:00PM

Location: _____

Type of Event: _____

Customer: _____

Contact No: _____

Ages: (check one) YOUTH ADULT BOTH

Event Date: _____

Event Time: _____

Officer On-site Time: _____

Number of People: _____

Alcohol Present: _____

Municipal Beach: _____ N/A (Less than 100 people OR not Special Event)
(Only if more than 100 people or Special Event)

Parks and Recreation Representative: _____

(Signature)

Present this form to the Police Department Detail Coordinator located at:
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4182

ADMIN FEES PAID YES NO AMOUNT: _____ RECEIPT#: _____ DATE: _____

***NOTE TO ALL APPLICANTS: PLEASE BE ADVISED THAT ALL EXTRA DUTY OFFICER RELATED FEES (DOES NOT INCLUDE ADMIN FEES) MUST BE PAID DAY OF & BEFORE EVEN STARTS TO THE ASSIGNED EXTRA DUTY POLICE OFFICER(S). IF FEES ARE NOT PAID EVENT WILL BE CANCELLED.

*PLEASE NOTE: Applicants are required to return within 48 hours with the receipt showing payment for extra duty officer(s).

FOR POLICE USE ONLY:

Waiver of Administration Fees: Yes _____ No _____

Signature _____