

RESOLUTION NO. 83-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA TO UPDATE THE FACILITY RENTAL HANDBOOK THAT OUTLINES THE POLICIES AND PROCEDURES FOR THE RENTAL OF TOWN FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter “Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has determined that public access to certain Town owned facilities designated for public use is beneficial to the community; and

WHEREAS, the demand for the use of Town rental facilities has grown and is anticipated to grow with the community; and

WHEREAS, the Town recognizes that it is necessary to create policies and procedures to allow for residents to have the benefit to access these facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town hereby approves the Facility Rental Handbook as set forth in the attached Exhibit A, which is incorporated herein.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice-Mayer Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Flaherty, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER ERIN FLAHERTY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER JOHN LINDEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER ROGER MICHAUD	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution No. 83-10-19 duly passed and adopted this 30th day of October, 2019.

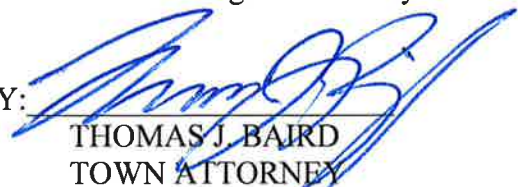
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



TOWN OF LAKE PARK



FACILITY RENTAL HANDBOOK

Special Events Department
535 Park Avenue, Lake Park, FL 33403
561-840-0160
specialevents@lakeparkflorida.gov
www.lakeparkflorida.gov

(Rentals Scheduled by Appointment)

LAKE PARK RENTAL FACILITIES

The Town of Lake Park is pleased to offer a variety of rental facilities. Each facility offers a unique feel and flavor. From the indoor glamour of a grand ballroom to the plush greenery of a historic park, the Town's rental facilities strive to provide an array of ambiances. Consider one of Lake Park's many facilities for your next gathering.



MIRROR BALLROOM: 535 Park Avenue (Capacity: 100 guests). The Historic Mirror Ballroom is the largest facility available, offering the decor and charm of the olden days. Located inside of Historic Town Hall, this grand ballroom has a working mirrored ball and stage.

LAKE SHORE PARK INDOOR PAVILION: 701 Lake Shore Drive (Capacity: 40 guests) Situated along the Intracoastal in Lake Shore Park, the facility is an ideal gathering location for any event. The Lake Shore Park Indoor Pavilion offers an outdoor patio area and a wonderful water view.



LAKE SHORE PARK PICNIC PAVILIONS (NORTH & SOUTH & PLAYGROUND): Located at Lake Shore Park. (Capacity: 15 guests for North Pavilion; 25 guests for South Pavilion; 45 guests for Playground Pavilion) Choose from our three picnic pavilions along the Intracoastal in Lake Shore Park. This is an ideal gathering location.

W. ILEX PARK PICNIC PAVILION: 8th Street & W. Ilex Drive (Capacity: 15 guests) A quaint lush community park with a playground.



KELSEY PARK GAZEBO: Located at US Highway One and Park Avenue. (Capacity: 40 guests) This old-fashioned open-air Gazebo is located in the Heart of Historic Lake Park. No food or beverage are permitted.



FACILITY USAGE AGREEMENT - PROCEDURES AND REQUIREMENTS

All Town of Lake Park Facility Rentals must be secured by appointment only. To reserve a rental facility please contact the Special Events Department via phone (561-840-0160) or email (specialevents@lakeparkflorida.gov) to set-up a facility rental appointment. All rentals are subject to facility and staff availability.

HOURS OF OPERATION

Kelsey Park, Lake Shore Park, Indoor Pavilion, Picnic Pavilions and Gazebo:

7 Days a Week from 9:00am – 6:00pm

The Mirror Ballroom: Monday – Friday from 5:00pm – 11:00pm

Saturday & Sunday from 9:00am – 11:00pm

DEPOSIT/PAYMENT

A refundable security deposit is required at the time the reservation of a town rental facility is made. If all policies are adhered to, all hours abided by and if a positive inspection of the facility is made, the deposit refund check will be mailed to the event organizer within a month after the rental. **Final rental payment is due (14) fourteen business days prior to the event. If the rental payment is not made (14) business days prior to a scheduled event the rental will be cancelled and the renter will forfeit the full deposit. ***ANY FACILITY RENTAL MADE LESS THAN (14) BUSINESS DAYS OF AN EVENT MUST BE PAID IN CASH ONLY*****

CANCELLATION

Refunds for cancellations will be issued according to the following:

- In the event of a cancellation, the Town must be notified (30) thirty business days prior to the event for the renter to receive a full refund.
- If the event is cancelled less than (30) thirty business days prior to the event the renter will forfeit 50% of the initial deposit.
- If the event is cancelled less than (14) fourteen business days prior to the event the renter will forfeit 100% of the initial deposit.
- If the event is cancelled less than (7) seven business days prior to the event the renter will forfeit 100% of the initial deposit and rental fees.

All cancellations must be made in person or in writing.

DISCOUNTS

The Town of Lake Park provides rental discounts for Town residents, Town staff, public sector organizations (public schools and other governmental agencies), non-profit and charitable organizations. The discount will be applied to the rental rate at the time of application approval. All residents seeking the residential discount must provide valid identification with a Town of Lake Park address. All non-profit agencies requesting the facility rental non-profit discount rate must submit a copy of the organization's Internal Revenue Service 501c (3) certificate. In addition, the rental must be made in the organization's name as stated on the 501c (3).

SALES TAX

All organizers must pay Florida sales tax or provide the Town with a Florida State Sales Tax Exempt Certificate (DR-14 form). The rental must be made in the organization's name as stated on the DR-14 form.

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. There are no exceptions.

SET-UP / BREAKDOWN

The Town of Lake Park staff will provide the setup of tables and chairs in the Mirror Ballroom only. The event organizer is responsible for providing the Special Events Department with a layout description of the event tables no later than (14) fourteen business days prior to the event. For all other facilities, the event organizer will be responsible for the set-up and breakdown of tables, chairs and decorations. If any special needs must be addressed, the event organizer should contact the Town of Lake Park Special Events Department no later than (14) fourteen business days prior to the event. All groups that choose not to breakdown their event, and return the equipment to their original location, will forfeit their deposit.

DECORATIONS

Decorations are allowed in the Town's rental facilities. **NO CANDLES OR SMOKE MACHINES are permitted.** No tape, glue, nails or tacks are allowed on the walls, floor or ceilings. Glitter, confetti, bird seed, rice and other similar types or materials are also not permitted. The event organizer is responsible for all set up, take down and clean-up of decorations.

TABLES/CHAIRS

The Town will provide tables and chairs in the Mirror Ballroom and the Lake Shore Park Indoor Pavilion only. Additional chairs and/or tables from a rental company may be brought into any Lake Park Rental Facility.

CLEANUP

The event organizer is responsible for all cleanup and damages both inside and outside of (including all perimeters) of the chosen rental facility. General cleanup must be completed before ending the event. Trash receptacles and dumpsters are located at each facility rental. All waste receptacles must be cleaned and returned. Any excessive cleanup that may be necessary will be taken out of the deposit before any reimbursement is made. Should there be excessive clean-up, beyond the cost of deposit, the event organizer will be charged an additional fee. Photos and/or video may be taken to prove failure to comply.

PERSONNEL

A Town of Lake Park staff member is required to be in attendance for an event held indoors 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. The event organizer is responsible for the behavior of the guests. If for any reason, the Town's staff member feels it necessary to contact PBSO, there will be a complete forfeiture of the deposit.

FOOD & BEVERAGES

Food and beverages are allowed at select rental facilities only – Mirror Ballroom, Lake Shore Park Indoor Pavilion and Picnic Pavilions. The event organizer is responsible for hiring an outside caterer or bringing in their own food. **The Town of Lake Park does not provide a kitchen area for either rental facility.** It is the responsibility of the event organizer to provide their own food preparations, serving dishes, plates, linens utensils and other items.

ALCOHOL

The use of alcohol is permitted only inside of the Mirror Ballroom only. All **alcohol must be served by a professional** host bar or cash bar or combination of both. The service provider will be **required to provide a certificate of liquor liability insurance with the minimum limit of \$1 million naming The Town of Lake Park as the certificate holder and additional insured.** The said certificate of insurance must be on file with the Town of Lake Park within (14) fourteen business days of the event and the date of the insurance must not be more than (30) thirty days of the event. Alcohol service must stop one-hour prior to the end of the event. The Town of Lake Park will not be held liable for any behavior or alcohol intake of the guests at any event at a town rental facility. Certificate Holder should read: Town of Lake Park, 535 Park Avenue, Lake Park, FL 33403.

EVENT SECURITY

All events serving alcohol must hire an off-duty PBSO officer as event security. The PBSO officer must be onsite from the beginning of the party (not including set-up) until all attendees leave the premises. The Town of Lake Park will provide the event organizer with the PBSO Extra-Duty Permit Application if needed. A copy of the permit obtained by PBSO must be presented to the Town of Lake Park within (14) fourteen business days of the event.

SOUND EQUIPMENT

INDOOR FACILITIES - The Town of Lake Park does not provide sound equipment at any facility rental location. Sound equipment is permitted in indoor facilities, however the music must not be heard outside of the building. The town personnel present at the event is directed to inform the event organizer that the volume should be adjusted, if necessary. The event organizer is responsible for keeping the music volume at the permissible level and is subject to forfeiture of deposit at the discretion of the Town.

OUTDOOR FACILITIES – The usage or operation of sound equipment including loud speakers or sound amplifiers are not permitted for outdoor facility rentals. Event organizers are permitted to use radios, televisions, phonographs, musical instruments or similar devices as long as the sound does not extend beyond 100 feet of the sound source. The event organizer is responsible for keeping the music volume at the permissible level and is subject to forfeiture of deposit at the discretion of the Town.

RIDES AND/OR ACTIVITIES

Bounce houses are permitted in the parks **ONLY** when the event organizer has received a Special Event Permit. Slides, pony rides, and/or carnival rides are **NOT** allowed to be in or around town rental facilities.

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 the parks (including petting zoos).

SMOKING

Absolutely **NO TOBACCO of any kind is allowed inside of, or on the patio of, town rental facilities.** Tobacco consists of cigarettes, e-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. 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.

PERMITS

A permit maybe be required to have a special function in or near town rental facilities. If an event exceeds the capacity of a rental facility and uses any type of infrastructure outside the confines of the building into the public use area a Special Events Permit is required at an additional fee to be submitted (60) sixty business days prior to the event for approval.

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. 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.

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 (7) 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.

IMPORTANT NOTICE

It is important to remember that while enjoying the atmosphere of rental facilities, the contents and amenities are to be respected. 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 Palm Beach County Sheriff notification. It is the responsibility of the event organizer to control the alcoholic consumption and the behavior of their guests.

INDEMNIFICATION

Event organizer 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 event organizer, 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 event organizer, his employees, agents, licensees or invitees.

ALL RENTAL AGREEMENTS ARE SECURED ON AN APPOINTMENT ONLY BASIS.



Town of Lake Park Facility Rental Application

Date of Event: _____

Time of Event: _____ to _____

Set-up Time: _____ to _____

Breakdown Time: _____ to _____

Rental Facility

Town Hall: _____ Mirror Ballroom
W. Ilex Park: _____ Picnic Pavilion
Kelsey Park: _____ Entire Park _____ Gazebo
Lake Shore Park: _____ Entire Park _____ Indoor Pavilion
Lake Shore Park: _____ Picnic Pavilions (North, South, Playground)

Purpose of Rental:

Requests: _____ Alcoholic Beverages _____ Bounce House
 _____ Special Events Permit Required

Contact Information:

Name: _____

Organization: _____

Address: _____

Home: (____) _____ - _____ Cell: (____) _____ - _____

Work: (____) _____ - _____ E-mail: _____

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

Renter: **X** _____ **Date** _____

Lake Park Staff: **X** _____ **Date** _____



Facility Usage Agreement

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

Premises: Town leases to Renter and Renter leases from Town the _____ (Facility Name)

Term: The hours of rental are from ____ o'clock ____ .m. until ____ o'clock ____ .m. on _____ (Day/Date).

Security Deposit: Event organizer shall deposit with Town the sum of \$ _____ as security for the full and faithful performance by event organizer of all of event organizers 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 the event organizer 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 event organizer. If the event organizer fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to the event organizer within one month of the event.

Rental Rate: Event Organizer shall pay Town the rental sum of \$ _____, fourteen (14) business days prior to the event. Any payment made to the Town after the 14 days must be paid in cash only.

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

Rules and Regulations: The rules and regulations included hereto shall be incorporated into and made a part of this agreement.

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 event organizer 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.

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

EVENT ORGANIZER: _____
(PRINT)

(SIGNATURE)

DATE: _____ / _____ / _____



REVISED: OCTOBER 2019