



HAINES CITY PARKS & RECREATION DEPARTMENT FEES, CHARGES, AND RESERVATION PROCEDURES FOR BEN W. GRAHAM PARK PAVILIONS

**Reservations for any facility can be taken either office between the office hours
of 8:00AM - 8:00PM, Monday through Friday.**

Lake Eva Community Center: 555 Ledwith Ave. | Haines City, FL 33844 | (863) 421-3700

Oakland Neighborhood Center: 915 Ave. E | Haines City, FL 33844 | (863) 421-3720

RENTAL PROCEDURES

All applications for reservations must be accompanied by the appropriate rental fees at least seven (7) days prior to the program/event, and are subject to the approval of the Recreation Superintendent, who will act upon all requests within 10 working days. Applicants are encouraged to make reservations as early as possible. Reservations made within 14 days of an event will require the full payment.

INSURANCE

Liability insurance coverage may be required for outside vendors (caterers, inflatables, decorating services, etc.). Please see **Building Regulations item 10** on page 3 of this packet for details.

RESERVATION HOURS

Ben W. Graham Park is open from dawn to dusk. The times for reservations are as follows:

- **Standard Time (beginning of November to mid-March)** 8:00 AM - 6:00 PM (event must be over and facility cleaned up by 6:00 PM)
- **Daylight Savings Time (mid-March to beginning of November)** 8:00 AM - 8:00 PM (event must be over and facility cleaned up by 8:00 PM)

PAVILION RENTAL FEES

Proof of residence located within the incorporated limits of Haines City must be shown at time of reservation to receive the resident rate. Forms of proof include City of Haines City Water Bill, or Polk County Property Tax Bill (showing taxes paid to the City of Haines City).

TYPE OF PAVILION

RESIDENT/NON-PROFIT

NON-RESIDENT

Medium Pavilion

\$50

\$100

Capacity 25

M 1

Large Pavilion

\$100

\$150

Capacity 50

L 1, L 2, L 3, L4

PAVILION REGULATIONS, RULES, & REFUNDS

PAVILION REGULATIONS

1. Applications for permits to use a pavilion must be made on a form provided for this purpose. All applications for reservations must be accompanied by the appropriate rental fee and are subject to the approval of the Recreation Superintendent or his/her designated representative. The Recreation Superintendent will act upon all requests within two working days. Applicants are encouraged to make reservations as early as possible.
2. The City may cancel any grant of space to the lessee if use of the property in any way conflicts with Federal, State, or Local Laws, or if the occupancy, in the opinion of the Parks & Recreation Director, operates to discredit the City of Haines City.
3. The applicant is solely responsible for any damages to the property and for any accidents or injuries to persons from his/her use of the facility.
4. Permits for groups composed of minors will be issued only to adults who accept responsibility for supervising them throughout the period covered by the permit.
5. It is NOT the intent that City facilities be used for commercial, profit-making ventures. Permits of this nature will be refused. Only non-profit and not-for-profit organizations carrying a 501-(C)3 status will be allowed to charge admissions for an event. NO EXCEPTIONS.
6. The City of Haines City assumes no responsibility for personal property, such as decorations, flowers, shrubs, etc. used or left on the premises by persons renting any recreation facility. Such properties will be removed no later than the expiration time of the reservation unless special arrangements are made through the Parks & Recreation Director at the time of application for reservation, and the City of Haines City, its officers, and employees will not be held liable for any such properties remaining on the premises after the appointed time.
7. The permitted use of the City of Haines City Parks & Recreation facilities will be without discrimination because of race, religion, color, creed, or national origin.
8. All participants must abide by the written regulations of the Parks & Recreation Department and the City of Haines City. **Anyone not complying with any of these regulations will not be granted use of the facility in the future and will forfeit their damage/rule enforcement deposit (if applicable).**
9. The City of Haines City has a noise ordinance. Any music must be kept to a minimal volume at all times. If complaints are received about noise coming from your event, and corrective measures are not taken, the event may be shut down by the Parks and Recreation Director and/or Police Department.
10. If liability insurance is required for an event, the applicant shall provide the City with a valid Certificate of Insurance (binders are unacceptable) no later than seven (7) days prior to the date of the rental listed on this agreement. The applicant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for non-payment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the applicant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder. In the event the agreement term goes beyond the expiration date of the insurance policy, the applicant shall provide the City with an updated Certificate of Insurance no later than ten days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the agreement until this requirement is met. The certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows: **City of Haines City**
620 E. Main Street
Haines City, FL 33844

PAVILION RULES

1. Any deviation from activities listed and approved on the application will result in an automatic cancellation of event and forfeiture of total deposit amount.
2. All renter are responsible for clean-up of the facility and its grounds. **All clean-up must be completed immediately following the event and pavilion vacated by the event clean-up and time listed on the application.**
3. Use of alcoholic beverages for sale, possession, and/or consumption is prohibited.
4. Decorations must be approved by the Parks & Recreation Director, or his/her designated representative before being placed.
5. Under no circumstances will anyone be permitted to remove benches, tables, grills, or any other equipment from underneath park pavilions.
6. Gambling of any form is not allowed on any City premises.
7. Smoking is not allowed in any facility. This is State Law.
8. Tables should be covered when serving food or beverages and should be cleaned afterwards.
9. All trash resulting from the use of the facility must be picked up and deposited in the outside refuse containers before leaving the area of the facility.
10. Anyone not complying with any of these rules will not be granted use of the facility in the future.

REFUNDS

1. If cancellation occurs twenty (20) calendar days or more before a program/event, a 100% refund will be given for rental fees and deposits that have been paid.
2. If cancellation occurs nineteen (19) calendar days or less before a program/event, a 50% refund will be given for the rental fee, and 100% of the deposit that have been paid.
3. Damage deposit refunds: The renter will complete a refund request form when the reservation is paid for, and the form will be processed following the reservation should no damage occur to the facility. If the damage deposit was paid via cash or check, the City will issue a refund check within 10-14 business days. Checks can be mailed to the address on the refund request form, or can be picked up in-person at the Lake Eva Community Center with valid ID. If the damage deposit was paid via credit card, the damage deposit will be refunded to the card that was used for the original transaction.

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APPLICATION FOR BEN W. GRAHAM PARK PAVILION USE

Payment and application must be made SEVEN (7) calendar days prior to event.
Make checks payable to: City of Haines City

Type of Event & Description:

Facility Requested (check one):

Medium **Large**

M 1 L 1
L 2 L 2
L 3 L 3
L 4 L 4

Requested Event Date:

Reservation Timeline:

Standard Time (Nov. - March): 8 AM - 6 PM. Event must be over and cleaned up by 6 PM.
Daylight Savings Time (March - Nov.): 8 AM - 8 PM. Event must be over and cleaned up by 8 PM.

Estimated Arrival Time:

Estimated Departure Time:

Estimated Attendance:

Is Electric Required: Yes No

Name of Organization Hosting Event (if applicable):

Is this organization non-profit? If yes, please provide current tax exempt certificate. Yes No

Person Responsible for Event & Charges:

Address: City, State, Zip:

Phone Number: Email Address:

How will event be advertised? Estimated Event Attendance:

Detailed Description of Event (Please include any bounce house rentals or outside vendors you plan to bring. NO WATER SLIDES):
(Any event involving bounce houses, slides, etc. will require the City to be named as an additional insured under a \$1,000,000 liability insurance policy. Renter will also need to supply a power source, (generator) for each item.)

By signing below, I acknowledge that I have received, read, and understand the Haines City Parks and Recreation Department building regulations, rules, and refunds policies. I do hereby agree to indemnify and hold harmless the City of Haines City from any and all liability arising out of my use of the recreation facility. I understand that my program/event will be terminated should it create any violation of City of Haines City ordinances. I also understand that I will be unable to use said facilities in the future as a result of a violation of City policies.

I, the undersigned, agree to abide by the regulations governing the said facility and am responsible for charges incurred to the Parks and Recreation Department including damages to the facility.

Applicant's Signature:

Date:

PARKS & RECREATION DEPARTMENT OFFICE USE ONLY

Date Received: _____ Rental Fee Amount: _____

Rental Form Complete: Cash: Check: Credit Card:

Driver's License/ID: Proof of Residency:

Damage Deposit Refund Request Form Complete:

Tax-Exempt Form Submitted:

PARKS & RECREATION ADMINISTRATION ONLY

Certificate of Insurance Required: Yes No Date Received:

Police Officers Required: Yes No # of Officers Required:

Amount Due for Officers: _____ Date Paid: _____

Recreation Superintendent Comments: