Seminole Garden Center

Facilities Use Permit Rules and Regulations

Conditions and Responsibilities of Applicant
Please read each of the Rules and Regulations, and terms and conditions below and initial each where indicated to ensure that you as Applicant understand the requirements of providing for everyone's safety and keeping Seminole Garden Center a well maintained and safe location for future use. All persons granted a Facility Use Permit to use a Parks and Recreation Department managed land or facility (and any improvements thereon including any furniture, furnishings, equipment, or fixtures utilized in connection therewith) must agree to abide by all applicable permitting and licensing requirements, and established rules, regulations, laws, and ordinances of local, state, and federal governments and agencies.

Hold Harmless ____
By agreeing to these terms, Applicant agrees to indemnify, defend and hold harmless the City of Tampa, its employees, officers and agents from any liability, demands, claims, damages, expenses (including attorneys' fees) proceedings and causes of action of every kind and nature arising out of or connected with the Applicant's (i) use, act, omission, injury, accident, occupation or control of the Parks and Recreation Department managed land or recreational facility (and any improvements thereon including furniture, furnishings, equipment, or fixtures utilized in connection therewith) subject to this Facility Use Permit; and (ii) any breach of this Facility Use Permit. The Applicant further agrees that it will, at its own expense, defend any and all actions, suits, or proceedings which may be brought against the City of Tampa, its employees, officers and agents in connections with said Parks and Recreation Department managed land and facilities (and any improvements thereon including furniture, furnishing, equipment, or fixtures utilized in connection therewith) arising from applicant's activities, omissions, accidents, injuries, and damages on said property and will satisfy, pay, and discharge any and all judgments that may be entered against the City of Tampa, its employees, officers and agents in any such proceeding.

Building Attendant(s) ____
An attendant(s) will be present in the building during the scheduled event. Any directions or instructions from the attendant(s) must be followed for the safety and security of the building and all its users. Please report any safety issues to the attendant(s) immediately. The attendant(s) has the authority to stop or modify the event if deemed necessary or if the applicant has provided information that is found to be false from that of this Facility Use Permit.

Security ____
A Security Officer, at the rate of $37.50 an hour will be required at any event where alcohol is being served, event is after 6:00pm, or where there will be more than fifty (50) people in attendance. If the primary function/activity is for teens/minors an Extra Duty Police Officer(s) from the Tampa Police Department, at the Special Events Rate of $49.00 per officer, per hour is required. Security is scheduled at the start of the event through the event clean up. **Some events may require more than one Tampa Police Department Extra Duty personnel. TPD Extra Duty Permit application must be completed thirty (30) days prior to event.**

Site Decoration ____
Every effort will be made to allow the Applicant to prepare decorations reflecting their creative requirements. **No attached decorations on the walls, windows, ceilings, or FLOOR, this includes tape, staples, 3M, pushpins, tacks, nails, screws or penetrating items shall not be used in our building.** Any wall damage will be deducted from your deposit. Metallic decorations, sparklers, glitter, confetti, rice and birdseed are not permitted inside or outside the facility. All decorations and other items brought into the facility are to be removed and disposed of properly. Department signs, forms and other materials are not to be removed or altered. Floral arrangements, centerpieces and all Do it Yourself (DIY) projects must be built and arranged outside of Seminole Garden Center, prior to arrival. Helium balloons are allowed provided they are securely anchored or strung together (e.g., arched); they are removed at the completion of the event, air tanks are properly secured during the event. If there are balloons on the ceiling at the end of your event, additional fees will be charged for the removal and deducted from your damage deposit.

Furniture ____
Table coverings must be used for all tables. The number of the tables and chairs provided are limited to the number on site and available. It is the responsibility of the applicant to set-up and take-down the tables and chairs, they need to be returned to be returned to set-up layout. Additional furniture will be allowed in the building with proper vendor insurance. **Entryway furniture and wall decorations should not be moved/used for any reason. Tables and chairs cannot be used outside of the building for any reason. Table/chair carts may not be stored in the Entryway/Foyer, they must remain in the event room or taken to the storage shed.**

Usage ____
Use of the facility is guaranteed for the period specified in the Facility Use Permit only. Extension of rental hours will not be permitted the day of the rental. Facility capacities are based on fire/safety codes and are not to be exceeded for any reason. The Applicant may forfeit their rental, be required to leave the premises, and forfeit future rental privileges if building capacities are exceeded. **Event set-up and clean-up must be included in event time, if it exceeds the event time, the additional cost will be deducted from the damage deposit.**

Vendors ____
All vendors who are operating (paid or donated) at Seminole Garden Center must provide their proof of insurance with the City of Tampa listed as additional insured. They must follow all guidelines listed below "Insurance". **This applies to family members donating their services**. All vendors must also sign an acknowledgement that they have received the Seminole Garden Center Event Space Rental Agreement- Vendors. This does not apply to vendors who are "dropping off" items such as floral arrangements, for example. **Proof of Insurance must be submitted 60 days prior to event. All vendors must adhere to the end time of the event, if the vendor exceeds the time, additional cost will be deducted from the Applicant's damage deposit.**

Alcohol ____
The use, sale, and/or consumption of alcoholic beverages are prohibited, unless an Alcohol Consumption Application is completed. Alcohol MUST be provided/served by a licensed caterer with Liquor Liability Insurance and 13CT Liquor License (if required). The caterer must submit a copy of their catering license along with their COI (Certificate of Insurance) for approval. If alcoholic beverages are served, the activity must include serving of food. Alcoholic beverage service must cease a minimum of thirty (30) minutes prior to the end of the event. At the permittee's expense, Security Officers will be required to be hired. All parties serving and consuming alcoholic beverages must conform to all City of Tampa and State liquor laws. Alcohol must be brought in the venue with the caterer and any alcohol not consumed must leave with the caterer. Failure to follow this rule will result in the loss of damage deposit and the caterer will not be permitted to conduct business at Seminole Garden Center in the future.

Housekeeping ____
Applicant will be responsible for leaving the facility in a clean, orderly good acceptable condition upon completion of the event under this Facility Use Permit and returned to its original set-up and condition determined by the Seminole Garden Center Management; floors are to be swept and mopped if necessary, trash cans are to be emptied and trash deposited in the facility's dumpsters and tables and chairs put back in the set-up layout. The temperature inside the building is set off site and is not controlled by the Attendant on site. Please bring any temperature issues to them immediately and take into consideration the opening and closing of the many doors with the Florida heat. **Clean-up/Breakdown time must be completed by the end of the event, if it exceeds the event time, the additional cost will be deducted from the damage deposit.**

Capacity ____
Maximum capacity for an event at Seminole Garden Center is 70 guests. The 66-inch round tables are made to fit 8 guests, the maximum we allow is 10 guests per table.

Conduct ____
There is absolutely no drug use or tobacco (vaping included) use of any kind tolerated on premises, or within the park itself including loitering or congregating outside on the sidewalk at any time during an event. Any type of physical violence will not be tolerated and will be cause for immediate expulsion Applicant and guests shall always use the premises in a considerate manner. Violations of any of the provisions of this Facility Use Permit or the City of Tampa's Parks and Recreation Department's Rules and Regulations during this event shall be grounds for Seminole Garden Center Management to revoke Facility Use Permit and immediate expulsion from the premises and conclusion of the rental period. **There will be NO refund of the rental fee or damage deposit if such conduct is permitted during event. Permittee will be given one warning by building attendant.**

Smoking/Vaping ____
Smoking and vaping are not permitted on Seminole Garden Center property in compliance with the Florida Clean Indoor Act.

Parking ____
Vehicles must be parked in designated parking areas. Loading or unloading from vehicles must be done from designated parking areas only. Violations could result in a parking ticket. Parking is very limited; we strongly encourage guests to use taxi services for large events.

Fires ____
Fires are prohibited. No open flame candles are allowed inside of Seminole Garden Center.

Rescheduling ____
If you need to modify an existing reservation (change the date, time, etc.) it must be done at least 90 days prior to the scheduled use. All modifications are subject to availability.

Kitchen Fee ____
Any event where a permittee is serving food and/or alcohol the permittee will be required to pay a $100 Kitchen Fee. If the permittee uses one of our Women Minority Business Enterprises (WMBE) preferred caterers, the kitchen fee will be waived. The current list consists of Elite Catering and Events, Gaston's Catering and Livy O's Catering. If you use the kitchen, you are responsible for making sure it is clean at the end of the rental, failing to do so could result in the loss of your damage deposit. Cooking on-site is prohibited.

Equipment ____
The City of Tampa Parks and Recreation Department will not be responsible for providing or supervising any equipment including, but not limited to, cooking equipment, stages, platforms, special lighting, film projecting apparatus, power extension cords, or any other type of equipment. The City representative in charge may disallow the use of the equipment for safety reasons or to ensure department policy is followed.

Cancellation/ Refund ____
Cancellations and refund requests must be received ninety (90) days prior to the scheduled date of use. 25% of room rental payment and 100% of attendant fee and damage deposit will be refunded. From 90 days prior to event: NO RENTAL PAYMENT WILL BE REFUNDED. 100% of the damage deposit will be refunded. Refund will only be issued in the name of and delivered to the person whose name(s) appear(s) on the original receipt. Refunds take approximately four (4) to six (6) weeks. A processing fee of $15.00 (non-taxable) will be assessed for all refunds.

Rental Fees _____
All balances must be paid in full to the City of Tampa thirty (30) days prior to your event. Payment may be made by check or major credit card. After the thirtieth (30th) day you will not be permitted to pay for additional hours or make changes.

Declared Emergency ____
In the case of a declared state of emergency, the City retains the right to immediately resume occupation, management, and maintenance of the facility, to use the facility to meet any emergency needs of the citizens of the City of Tampa for the period of that emergency and a reasonable period thereafter as deemed necessary.

Amplified Sound ____
Bands, DJ's, music, or speaking that uses speakers or amplifiers is considered amplified sound. All dances are required to have security present. Event must end by 10:00pm in accordance with the City of Tampa Noise Ordinance. Please be considerate of your neighbors. Tampa Police Department may be summoned in the case of excessive noise. In the event of disturbance to the point of expulsion, no portion of the rental fee will be refunded to the applicant. Fog machines are prohibited, please be sure to inform your Disc Jockey.

Material Misrepresentation _____
Any material misrepresentation, as determined by the City of Tampa Parks and Recreation Department whether written or oral, by the applicant on an application or during the approval process, where the Parks and Recreation Department relied on such misrepresentation in granting a permit, shall be grounds for the Parks and Recreation Department's immediate denial, termination, or revocation of such permit, and/or all fees and/or deposit. Applicant may be prohibited from obtaining Facility Use Permit for a period of not less than two (2) years. Each misrepresentation shall count as a separate offense.

Approval/ Denial ____
A minimum of ten (10) business days are necessary for the Parks and Recreation Department to communicate whether Applicant's permit is granted or denied and, if denied, the reason for such denial. Applicant may appeal the denial of a Facility Use Permit to the Parks and Recreation Department Director within five (5) business days after notification of such denial by filing a written notice. The Parks and Recreation Department Director shall consider the appeal and provide a decision within five (5) business days from receipt of the written notice of appeal.

Greenspace ____
If you plan to place/do anything on the outside grounds you must pay the greenspace fee, insurance may be required. All items placed on the grounds must be removed the same day. The greenspace is only available with building rental. **Loose items such as flower petals, glitter, confetti, rice, and birdseed are not permitted. Rehearsal space for ceremonies is daily from 12:00pm-3:00pm.**

Representative ____
Applicant agrees to be always present on site during the function at the facility or designate a representative who will be always there as a liaison between the facility staff and event goers during the term of the permit. Applicant responsible for all actions, behaviors, and/or damages caused by his/her guests/attendees. One adult chaperone is required for every twenty-five (25) minors.

Lost and Found ____
The City of Tampa Parks and Recreation Department is not responsible for any lost or stolen items or items left unattended or forgotten.

Insurance ____
Individuals, groups, or organizations utilizing Parks and Recreation Department managed lands or facilities for activities that require insurance must provide proof of insurance from companies authorized to do business in Florida, with A.M. Best Rating of B+ VII or higher (or otherwise be acceptable to the City). All liability policies shall name the City of Tampa as an additional insured as to the operations of the applicant, shall provide the Severability of Interest Provision, and the waiver of subrogation endorsement in favor of the city. The applicant shall provide proof of a Commercial General Liability Insurance policy on the most current Insurance Services Office (ISO) form (or its equivalent), with an amount of no less than one million dollars ($1,000,000.00) per occurrence and a two million dollar ($2,000,000.00) general aggregate covering bodily injury and property damage. The insurance coverage and limits required must be evidenced by a property executed Accord 25 Certificate of Insurance form (or its equivalent). Thirty (30) days written notice must be given to the city of any cancellation or reduction in the policy coverage. Applicant's insurance coverage required herein is to be primary to any insurance carried by the city or any self-insurance program thereof. The City of Tampa reserves the right to adjust requirements based on the scope of the rental.

Trespass ____
In addition to the penalties set forth in the City of Tampa Code of Ordinances, law enforcement officers are granted the authority to issue trespass warnings in any City Park or Parks and Recreation Department manages land and facilities for the purpose of enforcing the provisions of all applicable Code of Ordinances, a Parks and Recreation Department rule or regulation, or a Facility Use Permit. Law enforcement officers shall issue a trespass warning of one hundred and eighty (180) days or three hundred and sixty (360) days, which is inclusive of all City Parks or Parks and Recreation Department managed land and facilities or arrest the violator for trespassing pursuant to Florida Statues, Chapter 810, or any amended or successor statute. In the event of an arrest of a minor, authorized law enforcement shall notify the parent or legal guardian and shall maintain a record of all such violations.

Damages and Damage Deposit ____
A damage deposit of $200 made by major credit card is required when you book your event. A credit card deposit will be held and refunded within ten (10) business days following the rental provided the premises are maintained and left in the same condition as when rented, and satisfactory to the Seminole Garden Center Management. However, if any cleaning or repairs deemed necessary beyond normal use (i.e. paint damage, floor damage) will be charged and deducted from the damage deposit. If the building or any part of the premises or its contents, including furniture and artwork, is damaged during the event, the Applicant is solely responsible for such damage. These costs shall include the personnel hours, materials, equipment required to clean up and/or complete necessary repairs. All repairs will be conducted by City of Tampa. Any unpaid charges will be deducted from your damage deposit.

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COVID ____

I, _____, as the permittee for the _____event rental on _____(date), have read the City of Tampa COVID guidelines for the Seminole Garden Center and understand the inherent risk related to direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof, does exist and it is impossible to eliminate the risk that someone could become infected through contact with or close proximity to an individual with a communicable disease. By signing below KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for the Seminole Garden Center facility and willingly agree to comply with the stated terms and conditions of the City of Tampa Parks and Recreation Department. Further, I hereby indemnify, defend, and hold harmless the City of Tampa, its officers, employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating incurred or as a result of said function, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property. My obligation to indemnify, defend, and hold harmless includes any claim by my agents, employees, representatives. Nothing herein shall be construed to waive or alter the City's sovereign immunity or the limits, rights, or requirements of Section 768.28, Florida Statutes.

Facility Use Permits are not Transferrable and Not Assignable

I, as Applicant certifies and affirms by my signature below that I have received, read, and agree to abide by all of the above Rules and Regulations, and terms and conditions of this Facility Use Permit. I further understand that failure to comply with any of these Rules and Regulations, and terms and conditions of this Facility Use Permit- will result in the cancellation of the event, and loss of all fees and deposits paid.

Applicant Signature _____ **Date:** _____

Applicant Print Name: _____

11/3/22