

## **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 Tampa River 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, 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.

#### 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 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. All events must have a minimum of two attendants. Attendant fee is \$37.50 per attendant, per hour. It is a minimum of \$450 for a 6-hour event.

#### Security Officer \_\_

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 two Tampa Police Department Extra Duty personnel or security. TPD Extra Duty Permit application must be completed thirty (30) days prior to event.** 

## Food/Beverage/Catering \_\_\_\_

All food and beverage must be purchased through one of our **8 preferred caterers**. You are not permitted to bring in your own caterer or bartending service. **No Exceptions, except for wedding cake.** 

#### Fires \_\_\_

Open flame candles are allowed inside the Tampa River Center if they are in a glass container with a minimum of 2" clearance between top of the flame and the top of the glass container. All other open flames require a Fire Watch. No smoke/bubble/fog machines, sparklers or fireworks permitted. Fire Watch must be scheduled through the City of Tampa Fire Marshall's Office. **Fire Watch Permit completed 30 days prior to event.** 



## Furniture \_

Facilities are limited to the amount of furniture available at any given time. 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. The 66-inch round tables are made to fit 8 guests comfortably, the maximum we allow is 10 guests per table. Additional furniture/large décor will be allowed in the building with proper vendor insurance. Entryway/ Boardroom furniture and wall decorations should not be moved/used for any reason. Tables and chairs cannot be taken outside of the building.

#### Alcohol \_\_\_\_

The use, sale, and/or consumption of alcoholic beverages are prohibited, unless provided by one of our preferred licensed caterers. **You are not permitted to purchase or bring in your own alcohol**, the only exception is a Non-Profit organization hosting a fundraising event, application process must be completed. If alcoholic beverages are served, the activity must include serving of food. **Beverages are prohibited from being served in glassware**, must be served in plastic or acrylic. At the permittee's expense, a minimum of two (2) 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. Alcoholic beverage service must cease a minimum of thirty (30) minutes prior to the end of the event. Underage drinking is not permitted, allowing will revoke Facility Use Permit and immediate expulsion from the premises and conclusion of the rental period.

#### Vendors \_\_\_

All vendors who are operating (paid or donated) in the Tampa River Center must provide their proof of insurance with the City of Tampa listed as additional insured. They must follow all guidelines listed below "Insurance". All vendors must also sign an acknowledgement that they have received the Tampa River 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 permittee's damage deposit. If you are using a Day of Coordinator or Event Planner, they will need to meet with the Event Lead 30 days prior to event.

#### 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 Tampa River Center Management. 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. All trash must be taken out to the dumpster, this includes any event decorations brought in. Set-up/breakdown of the tables and chairs is the responsibility of the caterer.

#### Site Decoration \_

Every effort will be made to allow the Applicant to prepare decorations reflecting their creative requirements. **No attached decorations on the walls or windows, 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 damage 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 the Tampa River Center, prior to arrival.



## Ceremony Space \_\_\_

Ceremony Space is an ADDITIONAL fee and is not included in the Tampa River Center rental rate. Ceremonies may be performed on the Event Lawn, upstairs deck or the dock in front of the Boathouse. Dock ceremonies are ONLY available Saturday and Sunday after 12:00pm April-November, they are not available at all December- March. 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 and does not include access to the Tampa River Center.

#### Conduct \_

There is absolutely no underage drinking, drug, 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. This includes dropping or throwing items off the outside deck to the ground below. 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 Tampa River 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 TRC attendant.

#### Parking \_\_\_\_

Vehicles must be parked in designated parking lot areas, please refer your guests to the map included. Loading or unloading from vehicles must be done from designated parking lot areas only. Violations will result in a parking ticket. Parking is very limited; we strongly encourage guests to use taxi services (water taxi or ride share) for large events. Valet Permit must be completed 30 days prior to event.

#### Usage \_\_\_\_\_

Use of the facility is guaranteed for the time and space (Event Room, Boardroom, Multi-Purpose Room) specified in the Facility Use Permit only. If the event exceeds the time permitted, additional costs to include personnel (attendant & security) and building fees will be deducted from damage deposit. Extension of rental hours will not be permitted the day of the rental. Event set-up and clean-up must be included in event time, if it exceeds the event time, additional cost will be deducted from damage deposit.

#### 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. Events that need to reschedule, the date must reschedule to a date within one calendar year, 365 days, from the date of the original reservation.

#### Smoking/Vaping \_\_\_\_

Smoking and vaping are not permitted on TRC property in compliance with the Florida Clean Indoor Act.

#### 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.

#### Capacity \_\_\_

Maximum capacity for an event at the Tampa River Center depends on the use of space and the amount of furniture used. For a seated dinner with a dance floor inside the Event Room seats 150 comfortably, for a cocktail reception, using the deck you can fit up to 400 comfortably. Guest count above 400 would need to consider using the dock space outside of the Boathouse, only available Saturday and Sunday after 12:00pm April-November, it is not available at all December- March.



## Balloons \_

Helium balloons are permitted with prior approval, provided:

- They are not displayed in lobby areas (except as entryway arches).
- They are securely anchored or strung together (e.g., arched).
- They are removed at the completion of the event.
- Air tanks are properly secured while in use inside the facility.
- Air tanks are placed outside the building during the event and properly secured.
- Balloons on the ceiling will be charged for the removal and deducted from your damage deposit.
- Direct costs for replacement will apply for any damage to ceiling fans because of loose balloons.

## Banners/Signs \_\_\_\_

Sign and banner hanging requirements are as follows:

- Signs cannot be taped, nailed, or screwed to walls, doors, or related fixtures and must be removed at the end of the event.
- Signs cannot block exit signs, emergency exits, fire alarms, or doors.
- Sign preparation (i.e. painting, construction, etc.) is not permitted onsite.
- Signs placed outdoors must be constructed for outdoor use and must be placed in suitable frames for outdoor use. The upstairs tends to be windy, please bring appropriate weights.
- TRC Staff reserves the right to remove any sign or banner (regardless of mounting method) that is deemed inappropriate for public display.

## Floor Protection \_

Floors must be protected from forklifts, scissor lifts, pallet jacks, and all other rolling stock. In the case of heavy freight, the use of plywood or other similar material is required. The use of carpet, duct, or other high residue tapes on TRC flooring is prohibited. Gaff tape is permitted. Permittee is responsible for removing all tape and residue marks from the floor. Failure to comply will result in a charge for the removal and deducted from your deposit.

## Equipment \_\_\_

The City of Tampa Parks and Recreation Department will not be responsible for providing or supervising any equipment that is dropped off or picked up prior to or after event. The City representative in charge may disallow the use of the equipment for safety reasons or to ensure department policy is followed.

## Service Animals \_\_\_\_

Service animals are to remain on a leash or stay within voice command of the owner. Owners are responsible for pets' actions and cleanup/disposal of waste. TRC reserves the right to inquire of guests as to the status of any animal brought into the facility.

## 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.

## Special Events \_\_\_\_

Special events may be approved at a facility resulting in increased crowds and traffic. The City of Tampa Parks and Recreation Department is not responsible for any impact this might have on your event.



## **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.

## Approval/ Denial

A <u>minimum</u> 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.

## Amplified Sound \_\_\_\_

Bands, DJ's, music, or speaking that uses speakers or amplifiers is considered amplified sound. Music volumes must be lowered by 10 pm 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.

## Damage Deposit \_\_\_

A Damage Deposit of \$750 made by major credit card or check is required and due ten (10) days prior to the event. Please note that this damage deposit is separate from the 50% Rental Deposit to secure the date and space. A credit card damage 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 Tampa River Center Management. Check damage deposits take four (4) to six (6) weeks to refund. 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. If the event exceeds the event time permitted, the additional cost for personnel (attendant and security) and building fees will be deducted from the damage deposit.

## Cancellation/ Refund \_\_\_\_\_

Cancellations and refund requests must be received ninety (90) days prior to the scheduled date of use. 25% of rental deposit and 100% of 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. An applicant seeking a refund shall be required to submit a Refund Request Form provided by the City. Refund will only be issued in the name of and delivered to the person whose name(s) appear(s) on the original receipt. Check refunds take approximately four (4) to six (6) weeks. A processing fee of \$15.00 (non-taxable) will be assessed for all refunds. Staff is not permitted to issue credits of any kind.

## Rental Fees \_\_\_

All balances must be paid to the City of Tampa 30 days prior to the event. A 50% Rental Deposit (plus tax), along with the signed agreement, is required to reserve the date and space. Payment may be made by cash, check or major credit card. No terms are implied or granted, and no work will be allowed to commence until full payment is received. After the thirtieth (30<sup>th</sup>) day you will not be permitted to pay for additional hours or make changes.



## Set-up/Breakdown

Event set-up and clean-up must be included in event time, if it exceeds the event time, additional cost (room rate, attendant fee, and security) will be deducted from damage deposit. This includes the vendors hired for your event.

#### 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 properly executed Acord 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.

#### Representative \_\_\_\_

Applicant always agrees to be present on site during the function at the facility or designate a representative who will always be 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.

## 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 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: \_\_\_\_\_

6/22/23

For **Compliments & Concerns** please call: Site Supervisor- Michael Moseley 813-274-7453 Team Supervisor- Shana Logan 813-274-5175 or AASF Manager- Heather Erickson 813-274-7735