



Seminole Garden Center

Facilities Use Permit Rules and Regulations

Conditions and Responsibilities of Applicant

Applicants are required to carefully read each of the following **Rules and Regulations**, as well as the Terms and Conditions provided below. Where indicated, applicants must **initial each section** to confirm their understanding and acceptance of the responsibilities associated with ensuring the safety of all participants and preserving the Seminole Garden Center as a well-maintained and safe facility for future use.

All individuals or organizations granted a **Facility Use Permit** for any property or facility managed by the **City of Tampa Parks and Recreation Department**—including all associated improvements, furnishings, equipment, and fixtures, must agree to comply with all applicable **permitting and licensing requirements**, as well as all **rules, regulations, laws, and ordinances** established by **local, state, and federal authorities** and regulatory 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.

Usage ____

Use of the facility is strictly limited to the date and time specified in the approved **Facility Use Permit**. **Extensions of rental time will not be granted on the day of the event** under any circumstances. Facility occupancy limits are established in accordance with local fire and safety codes and must not be exceeded at any time. Failure to comply with capacity limitations may result in immediate termination of the event, forfeiture of the rental, removal from the premises, and potential loss of future rental privileges. **All event set-up and clean-up activities must occur within the permitted rental period. If set-up or clean-up exceeds the allotted time, additional charges will be deducted from the damage deposit accordingly.**

Building Attendant(s) ____

A designated facility attendant(s) will be present on-site throughout the scheduled event to ensure the safety, security, and proper use of the Seminole Garden Center. All instructions and directives issued by the attendant(s) must be followed promptly and without exception. These measures are in place to protect the safety of all attendees and the integrity of the facility.

Any safety concerns, facility issues, or emergencies should be reported to the attendant(s) immediately.

The attendant(s) is authorized to modify or immediately terminate the event if:

- It is determined that the safety of guests, staff, or the facility is at risk,
- The Applicant or their guests fail to comply with facility rules or instructions, or
- The event is found to differ materially from the information provided in the approved Facility Use Permit, including but not limited to misrepresentation of event type, attendance, or activities.

Failure to comply with attendant instructions may result in early termination of the event, forfeiture of the damage deposit, and potential loss of future rental privileges.



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Alcohol ____

The use, sale, and/or consumption of alcoholic beverages is strictly prohibited unless an Alcohol Consumption Application has been completed and approved. Alcoholic beverages must be provided and served exclusively by a licensed and insured caterer holding a valid 13CT, 3PS, or 4COP license. A copy of the caterer's license, along with their Certificate of Insurance (COI), must be submitted for approval in advance of the event. **If alcoholic beverages are to be served, the same licensed caterer providing the food must also provide and serve the alcohol.** Alcohol service is not permitted unless food is being served at the event. All alcohol must be brought into the venue by the approved caterer, and any unconsumed alcohol must be removed from the premises by the same caterer at the conclusion of the event. Alcoholic beverage service must cease no less than thirty (30) minutes prior to the scheduled end time of the event. At the permittee's expense, Security Officers are required for any event at which alcohol is served. All individuals and parties involved in the serving or consumption of alcohol must adhere to all applicable City of Tampa and State of Florida liquor laws. Failure to comply with these regulations, including the requirement that alcohol be handled solely by the approved catering provider—will result in forfeiture of the damage deposit. Furthermore, the caterer involved will be prohibited from conducting future business at the Seminole Garden Center.

Security ____

For the safety and well-being of all attendees, and to protect City of Tampa property, the following **security requirements** apply to events held at the Seminole Garden Center:

- A **Security Officer**, billed at a rate of **\$37.50 per hour**, is **required** for any event that meets **one or more** of the following criteria:
 - Alcohol is being served,
 - The event is scheduled to occur **after 6:00 PM**, or
 - **More than fifty (50)** attendees are expected.
- If the **primary function or activity** of the event is intended for **teens or minors**, one or more **Extra Duty Police Officers** from the **Tampa Police Department (TPD)** will be required, at the **Special Events Rate of \$49.00 per officer, per hour**.
- Security coverage must be scheduled from the **start of the event through the conclusion of clean-up**.
- Depending on the **size and nature of the event**, the City of Tampa reserves the right to require **additional TPD Extra Duty Officers**, at the Applicant's expense.
- A **TPD Extra Duty Permit Application** must be submitted and completed **no later than thirty (30) days prior** to the scheduled event date.

Failure to comply with these security requirements may result in cancellation of the event, forfeiture of fees, and ineligibility for future facility rentals.

Cancellation/ Refund ____

All **cancellation and refund requests** must be submitted in writing and received no later than **ninety (90) days prior** to the scheduled date of use.

If the cancellation is received **90 days or more** in advance of the event:

- **25% of the room rental payment**,
- **100% of the attendant fee**, and
- **100% of the damage deposit** will be refunded.

For cancellations received **fewer than 90 days** prior to the event:

- **No portion of the rental payment will be refunded**,
- **100% of the damage deposit** will be refunded.

All refunds will be issued **only to the individual(s) named on the original receipt** and will be delivered accordingly. Refunds typically require **four (4) to six (6) weeks** for processing. A **non-taxable processing fee of \$15.00** will be deducted from all refunds.



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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.

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.

Capacity ____

Maximum capacity for an event at Seminole Garden Center is **70 guests**.

Site Decoration ____

Every effort will be made to accommodate the Applicant's creative vision within the guidelines established to preserve the condition and safety of the Seminole Garden Center.

The following rules must be strictly observed:

- **No decorations may be attached to the walls, windows, ceilings, or floors** of the facility using any adhesives or fasteners, including but not limited to tape, staples, 3M strips, pushpins, tacks, nails, screws, or any item that penetrates surfaces.
- Any damage resulting from improper installation of decorations will result in **deductions from the damage deposit**.

The following **decorative materials are strictly prohibited** inside and outside the facility:

- Metallic decorations (e.g., mylar)
- Sparklers or open flames
- Glitter or confetti
- Rice or birdseed

All decorations and items brought into the facility by the Applicant must be **completely removed and properly disposed of** at the conclusion of the event. Failure to do so may result in cleaning or disposal fees deducted from the damage deposit. **Departmental signs, forms, and materials** may not be removed, altered, or obstructed.

All **floral arrangements, centerpieces, and DIY (Do-It-Yourself) projects** must be fully constructed and assembled **prior to arrival**. No on-site construction or assembly is permitted inside the facility.

Helium balloons are permitted only if:

- They are securely anchored or strung together (e.g., balloon arches),
- All balloons are removed from the facility at the end of the event, and
- Helium tanks are properly secured during the event.

Additional fees will be charged for the removal of balloons left on the ceiling or loose within the facility, and these charges will be deducted from the damage deposit.

Amplified Sound ____

Any use of **bands, DJs, music, or speaking** involving **speakers or amplifiers** is considered **amplified sound** and must comply with the following requirements:

- All events utilizing amplified sound **must conclude by 10:00 PM**, in accordance with the **City of Tampa Noise Ordinance**.
- Applicants are expected to be considerate of neighboring properties and minimize noise disturbance.
- The **Tampa Police Department** may be called to address issues of **excessive noise** or disturbances.
- In cases where noise disturbances result in the **termination or expulsion** of the event by authorities, **no portion of the rental fee will be refunded** to the applicant.
- **Fog machines and similar devices are strictly prohibited** on the premises. Applicants are responsible for informing their DJs or entertainment providers of this restriction.



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Furniture ____

- **Table coverings are required for all tables used during events. Applicants must provide their own coverings.**
- The number of tables and chairs available for use is limited to the inventory currently on site. No additional tables or chairs will be provided by the facility.
- **The set-up and take-down of all tables and chairs is the sole responsibility of the Applicant.** At the conclusion of the event, all tables and chairs must be returned to their original layout and condition, as specified by facility staff.
- Additional furniture may be brought into the facility only with prior approval and must be accompanied by proof of proper vendor insurance.
- Entryway furniture and wall-mounted decorations are not to be moved, used, or altered for any reason.
- Facility-provided tables and chairs may not be used outside the building at any time.
- Table and chair carts must not be stored in the Entryway/Foyer. They must remain within the event room or be returned to the designated storage shed.

Failure to comply with these policies may result in additional fees or deductions from the damage deposit.

Vendors ____

All vendors providing services—whether paid or donated—at the Seminole Garden Center are required to submit proof of insurance with the City of Tampa listed as an Additional Insured. This includes services provided by **family members or acquaintances** at no charge. All vendor insurance documentation must comply with the guidelines outlined in the **“Insurance” section** of the Seminole Garden Center Event Space Rental Agreement, including but not limited to:

- **Commercial General Liability Insurance**
- **Workers’ Compensation Insurance** in accordance with Florida law
- **Automobile Liability Insurance** covering all owned, hired, and non-owned vehicles used in connection with the vendor’s services

Additionally:

- All operating vendors must sign an **Acknowledgment Form** confirming they have received and reviewed the **Seminole Garden Center Event Space Rental Agreement – Vendors**.
- This requirement **does not apply** to vendors who are solely **delivering or dropping off** items (e.g., floral arrangements) without providing any on-site services during the event.
- Proof of insurance, including all required coverages, must be submitted to the Parks and Recreation Department **no later than sixty (60) days prior** to the scheduled event date.
- All vendors must adhere strictly to the **event end time**. Any vendor who remains on site beyond the contracted event period may incur additional fees, which will be **deducted from the Applicant’s damage deposit**.

Failure to comply with these requirements may result in the vendor being prohibited from participation, and the Applicant may be subject to cancellation or loss of deposit.

Conduct ____

The use of illegal drugs, tobacco products, including vaping, is strictly prohibited on the premises and throughout the park, including loitering or congregating outside on sidewalks during the event. Any form of physical violence or disruptive behavior will not be tolerated and will result in immediate expulsion of the Applicant and all guests from the premises. Applicants and guests are expected to conduct themselves in a respectful and considerate manner while using the facility. Any violation of the terms of this Facility Use Permit or the City of Tampa Parks and Recreation Department’s Rules and Regulations during the event shall constitute grounds for revocation of the Facility Use Permit by Seminole Garden Center Staff, resulting in immediate expulsion and termination of the rental period. No refunds of the rental fee or damage deposit will be issued if such conduct occurs during the event. The Permittee will receive one warning from the building attendant before further enforcement actions are taken.



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Housekeeping ____

The Applicant is responsible for leaving the facility in a **clean, orderly, and acceptable condition** upon the completion of the event as specified in the Facility Use Permit. The facility must be returned to its **original set-up and condition**, as determined by Seminole Garden Center management.

Specifically, the Applicant must ensure that:

- Floors are swept and mopped as necessary.
- All trash cans are emptied, and trash is properly disposed of in the facility's dumpsters.
- Tables and chairs are returned to the approved set-up layout.

Please note that the **building's interior temperature is controlled remotely and is not adjustable by the on-site attendant**. Any temperature concerns should be reported to the attendant immediately. Additionally, Applicants should consider the impact of frequently opening and closing doors in Florida's climate when planning their event.

All **clean-up and breakdown activities must be completed within the permitted rental time**. If these activities extend beyond the event period, **additional charges will be deducted from the Applicant's damage deposit**.

Damages and Damage Deposit ____

A **damage deposit of \$200** is required at the time of booking and must be made by a **major credit card**. This deposit will be **held** and, provided the premises are maintained and returned in the same condition as at the start of the rental, will be **refunded within ten (10) business days** following the event, subject to approval by Seminole Garden Center Management. To prevent plumbing issues, the Applicant and guests are strictly instructed **not to dispose of paper towels, wipes, or any large objects in toilets or sinks**. Only **toilet paper** is permitted for disposal. Should any **toilets or sinks overflow or clog** due to violation of this rule, the Applicant will **forfeit the entire damage deposit**. If any **cleaning or repairs beyond normal wear and tear** are required, the associated costs will be **charged to the Applicant and deducted from the damage deposit**. The Applicant is **solely responsible** for any damage to the building, premises, or contents incurred during the event. Such costs include, but are not limited to, **personnel labor, materials, and equipment** necessary to clean or repair the facility. All repairs will be performed by the **City of Tampa**. Any **unpaid charges exceeding the damage deposit** will be billed directly to the Applicant.

Parking ____

Vehicles must be parked in designated parking areas. Loading or unloading from vehicles must be done from designated parking areas only. Parking is very limited; we encourage guests to use ride services for large events.

Fires ____

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

Kitchen Fee ____

For any event at which the Permittee is **serving food and/or alcohol**, a **\$100 Kitchen Fee** is required. Use of the kitchen facilities is permitted; however, the Permittee is **responsible for ensuring the kitchen is cleaned** at the conclusion of the event. Failure to clean the kitchen may result in **forfeiture of the damage deposit**. Please note that **cooking on-site is strictly prohibited**. The kitchen is intended for food preparation and serving only.

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.

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.



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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.

Ceremony Space _____

If you plan to place/do anything on the outside grounds you must pay the Ceremony Fee, insurance may be required. All items placed on the grounds must be removed the same day. **The ceremony space 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, please remember this is a public park.**

Representative _____

Applicants agree 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 eventgoers during the term of the permit. Applicant responsible for all actions, behaviors, and/or damage caused by his/her guests/attendees. One adult chaperone is required for every twenty-five (25) minors.

Insurance _____

Individuals, groups, or organizations utilizing land or facilities managed by the City of Tampa Parks and Recreation Department for activities that require insurance must provide proof of insurance from companies authorized to do business in the State of Florida, with an 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.
- Include the **Severability of Interests** provision.
- Include a **Waiver of Subrogation** endorsement in favor of the City.

The applicant shall provide proof of the following insurance coverage:

1. Commercial General Liability Insurance

Coverage must be provided on the most current Insurance Services Office (ISO) form (or its equivalent), with minimum limits of **\$1,000,000.00 per occurrence** and a **\$2,000,000.00 general aggregate**, covering bodily injury and property damage.

2. Workers' Compensation Insurance

3. Automobile Liability Insurance

All insurance coverage and limits required must be evidenced by a properly executed **ACORD 25 Certificate of Insurance** form (or its equivalent). A minimum of **thirty (30) days' written notice** must be provided to the City of any cancellation, non-renewal, or material reduction in policy coverage. All insurance provided by the applicant shall be **primary** to any insurance or self-insurance maintained by the City of Tampa. The City of Tampa reserves the right to **modify or adjust insurance requirements** based on the scope, nature, or risk level of the rental or event.



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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 managed 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 Statutes, 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.

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: _____

8/4/25