PARKS AND RECREATION

Policy and Procedure Manual

General Directive
Rental of Department Managed Land, Facilities and Equipment

I. Purpose

The purpose is to provide effective controls over the creation, distribution, use, and protection, essential for the reservation of department managed lands, facilities and equipment in compliance with all City approved Ordinances and Fee Resolutions. City property, managed land, facilities, and equipment placed under the authority of the Parks and Recreation Department are intended primarily for recreational use by the general public.

II. Definitions and References*

- *Alcoholic beverages* shall mean and include any beer, wine, fortified wine, liquor, or alcoholic beverage as defined in Chapter 3, Alcoholic Beverages Code and Florida Statutes, Section 561.01(4).
- *Amplified Sound* shall mean (for the purpose of this Chapter and in addition to Chapter 28, Special Events Code and Chapter 14, *Offenses* Code) any sound projected or transmitted by artificial means including, but not limited to, loud speakers, amplifiers, beat box, compact disc or digital media device, turn tables, cassette player, powered megaphones, or similar devices.
- *Anima/shall* mean an animal organism other than a human being such as mammal, reptile, amphibian, bird, or invertebrate.
- *Applicant shall* mean an individual, entity, or organization who applies for a permit.
- *City* means the City of Tampa, Florida, a municipal corporation existing under the laws of the State of Florida.
- *Chapter 1* City of Tampa Code of Ordinances, Parks and Recreation
- *City Park* means any property owned by the City and designated as a "dedicated City Park" pursuant to section 16-91 of this code or other City property owned, operated, leased, maintained, or otherwise administered by the City pursuant to Chapter 16 of this code or by executive order as a City public park or space.
- *Commercial activity* shall mean the sale, service, or solicitation of any item for a fee or donation, tangible or intangible, including but not limited to food or beverages; the charging of admission; the charging of fees for any service, entertainment, or amusement including water taxis.
- *Department shall* mean the City of Parks and Recreation Department.
- *Department Director shall* mean the Director of the Tampa Parks and Recreation Department or designee.
- *Department managed lands* shall mean City parks, dedicated parks, recreation facilities, environmentally endangered lands, sanctuaries and conservation areas owned, operated, or managed by the Department.
- *Designated area* shall mean that geographical area which has been established by the Department for a specific activity or activities within a department managed land.
- *Designee* shall mean the person appointed by the Department Director to perform duties as assigned.
- *Entertainment equipment* shall mean, but is not limited to moon walks, rock climbing walls, pony rides, dunking booths, ball crawls, kiddy trains, and inflatables.
- *Facility Use Permit* shall mean a written document or certificate provided and/or issued by the Department granting permission for use of a reserved recreation facility and/or to conduct and/or take part in a specific activity at a specific location and which sets forth terms and conditions applicable thereto.
- *Fees* shall mean current fees approved by the City of Tampa Council through Resolution.
- *Law enforcement officer* shall mean any certified law enforcement officer of any rank who is a duly sworn officer of the Tampa Police Department, Hillsborough County Sheriff's Office, Florida Highway Patrol, or an officer of any other State of Florida or federal law enforcement agency.
- *Material Misrepresentation* shall mean the falsification of information provided in an application or request to obtain the use of a department managed land.
- *Minor shall* mean any person below the age of eighteen (18).
- *Non-profit organization (also not-for-profit organization)* shall mean a corporation actively registered through the State of Florida Division of Corporations as a non-profit charitable corporation, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax exempt under the provisions of Section 501(c)(3), (4), (7), (10), or (19) of the Internal Revenue Code of 1954.

- *Operating hours* shall mean that time period during which Department managed lands are open to the general public.
- *Organized Athletics* shall mean any pre-arranged sport and/or athletic related game, contest, practice, clinic, competition, warm up, training, playoff, event, or activity.
- *Organized Competitive Event* means any planned race, walk, derby, tractor pull, or event, whether human powered or otherwise, that involves a contest of skill(s) and/or strength and takes place upon public rights-of-way or department managed land or any part thereof.
- *Park Official/Personnel* shall mean the Department Director, Managers, Superintendents, Supervisors, Security Staff, and any and all individuals employed by the Department.
- *Person* shall mean an individual, group, and/or organization
- *Protected speech, expression, and assembly* shall mean all speech, expression, and assembly protected by the First Amendment to the United States Constitution and Article I, Section 4 of the State of Florida Constitution, as interpreted by case law; including but not limited to religious, political, and philosophical speech, expression, and assembly, as well as charitable solicitation for any purpose as described in Florida Statutes, Section 496.404 (20), or any amended or successor statute.
- *Recreation facility* shall mean an area for recreational purposes on any property owned, leased, operated, or maintained by the City (ex: shelters, meeting rooms, gymnasiums, pools, athletic fields, courts, etc.).
- *Vendor shall* mean any person who sells by peddling, hawking, or offering for sale by soliciting or displaying any food items, beverages, wares or any other item of merchandise or service, whether tangible or intangible, on the public right-of-way or park property from either a permanent or non-permanent structure.

* City of Tampa Code of Ordinance, Chapter 16 Parks and Recreation

III. **Policy**

The Parks and Recreation Department will establish guidelines to provide effective controls over the creation, distribution, use, and protection, essential for the reservation of department managed lands, facilities and equipment in compliance with all City approved Ordinances and Fee Resolutions. City property, managed land, facilities, and equipment placed under the authority of the Parks and Recreation Department are intended primarily for recreational use by the general public. Use of these facilities and designated areas shall not be adapted to a use which differs from this purpose; however, land, facilities and equipment may be made available to rent for the community or other public use when such use is compatible with other general public use established or approved by the Department Director and in accordance with Chapter 16, Code of Ordinances of Tampa. Rental and use of some of our properties are bound by Management Plans as approved by Florida Communities Trust and/or ELAPP. Conservation lands purchased through these organizations have tight restrictions on commercial activities.

IV. **Procedure**

1. The Department Director will provide guidelines, rules and regulations for the general use of city facilities.

2. The Department Director shall have the authority to designate areas in city parks for specific activities and to prohibit other activities within designated areas. The Department Director shall be the official custodian of a list of all areas that have been designated for specific activities. Such list shall contain a description of the property that is designated for a specific activity and the nature of the activities that are permitted. The Department Director is authorized to post designated areas when, in his/her discretionary opinion, such posting is appropriate.

3. Employees are responsible for ensuring guidelines, rules, and regulations are met and in accordance with City of Tampa Code of Ordinances, Chapter 16.

4. <u>Alcoholic Beverages, Chapter 16-46:</u>

   a. The distribution, consumption, and possession of alcoholic beverages is permitted at or within the Seminole Heights Garden Center and the Ragan Center when specifically authorized in writing by the Department Director or his/her designee, under such terms as the Department Director or designee may adopt for the protection of the health, safety, and welfare of the public, and a valid facility use permit has been obtained, and the activity is in compliance with state beverage laws.

   b. Alcoholic Beverages Sales (Temporary) Permit (Wet-zoning): is required for any event requesting what was formerly referred to as a one-day temporary wet zoning. An applicant may NOT apply for this on City right-of-way and may ONLY apply for this on certain Park Properties including: Al Lopez Park, Centennial Park, Cotanchobee/Ft. Brook Park, Lowry Park, Lykes Gaslight Square Park, NationsBank Park Plaza (a.k.a. Kiley Gardens), Plant Park, Rowlett Park, Tampa Waterworks Park, Cypress Point Park, and Curtis Hixon Waterfront Park. Applicant must be a non-profit organization to apply. Anyone requesting this permit must be referred to the Office of Special Events for permit processing.

5. Commercial Activity, Chapter 16-44:

No person shall charge admission for any activity in a department managed land nor sell, keep, or offer for sale any tangible or intangible object, merchandise, or thing nor solicit for any trade, occupation, business, or profession for any consideration within any department managed land without written approval from the Department. Compliance with all recreation facility use criteria must be met and applicant must be a registered non-profit organization in the State of Florida. If the sale or distribution of food or beverages is requested **AND** the event is open to the public, then all food or beverages must be prepackaged or prepared by a licensed facility or caterer. It is the responsibility of the applicant to notify the local County Health Department of their proposed event, not less than three (3) days prior to requested event date.

6. Denial. Chapter 16-21.F. The Department shall deny a facility use permit application if any one or more of the above conditions are not met, in the case of an emergency, or when it is otherwise in the best interest of the public health, safety or welfare of patrons or staff.

   1. Material Misrepresentation. It is unlawful for any person to make a material misrepresentation with the intent to obtain a facility use permit. Any applicant who has made a material misrepresentation will be subject to denial or revocation of the facility use permit and may be prohibited from obtaining facility use permits for a period of not less than two (2) years. Each misrepresentation shall constitute a separate offense.

   2. Denial or Revocation of Permit.
      a. The Department shall notify the applicant within ten (10) business days, excluding weekends and holidays, whether the facility use permit is granted or denied and, if denied, the reason for such denial. In the event an application is denied, the Department shall provide notice of such denial by U.S. first class mail, postage prepaid, to the name and address set forth on the application for permit.
      b. The applicant may appeal the denial of a facility use permit to the Department Director within five (5) business days after notification of such denial by filing a written notice. The Department Director shall consider the appeal and provide a decision within five (5) business days. If the Departmental decision is upheld by the Department Director, the applicant may appeal the decision to the Neighborhood Services Administrator within five (5) business days after notification of such denial. The Neighborhood Services Administrator shall consider the appeal and provide a decision within five (5) business days. The Neighborhood Services Administrator's decision shall be final.
         - The denial of a facility use permit because the requested recreation facility has been previously reserved is not a basis for appeal.
         - Any previous use of a department managed land or recreation facility by an applicant involving injury, violence, abuse, and/or arrests may be cause for immediate denial of any facility use permit for a maximum period of two (2) years from the date of such incident; therefore, the denial of any facility use permit on any one of these grounds is not a basis for appeal.
         - An applicant is prohibited from obtaining a facility use permit if the applicant has previously violated any section of this Chapter or any Department rule or regulation, or made a material misrepresentation on the permit application; therefore, the denial of any facility use permit on any one of these grounds is not a basis for appeal.
      c. Park officials/personnel shall have the authority to revoke a facility use permit upon finding a violation of any of the provisions of Chapter 16, Code or Ordinances, or any Department rule or regulation, or any condition or requirement of a facility use permit, or upon finding that a material misrepresentation was made on the permit application.

7. Facility Use, Chapter 16-21.8: A facility use permit is required when one or more of the following conditions apply:
   1. The applicant desires exclusive use of Recreation Facility.
   2. The proposed activity includes organized athletics and is not covered by a City recreation partner agreement.
   3. The proposed activity will be outdoors with an anticipated attendance of more than fifty (50) but less than two hundred (200) persons at any one given time. If the anticipated attendance is two hundred (200) persons or more at any one given time, then a Special Event permit must be obtained under Chapter 28, City of Tampa Code through the Office of Special Events.

4. The proposed activity includes commercial activity.
5. The applicant desires to take *off* in or land any aircraft, glider, balloon, or parachute.
6. The applicant desires to post signs.
7. The applicant desires to carry, fire, or discharge any weapon, firearm, fireworks, or explosive of any kind.
8. The proposed activity includes the sale, distribution, consumption, and/or possession of alcoholic beverages as set forth in Chapter 16-46, Alcoholic Beverages.
9. The proposed activity includes the use of any entertainment equipment.

8. Insurance: Insurance is required when any of the following conditions apply:
   1. Organized athletic activities as defined.
   2. Commercial Activity and open to the public with 50 or more persons expected (non-profits only).
   3. Alcohol consumption is approved (Ragan and Seminole only with approved caterer).
   4. The applicant desires to discharge fireworks, or explosives of any kind.
   5. The proposed activity includes the use of any entertainment equipment (inflatables or mobile game units).
   6. All other items as deemed necessary by the Parks & Recreation and Risk Management Departments.

9. Issuance of Facility Use Permit. Chapter 21.C: The Department may issue a facility use permit when all of the following applicable conditions are met:
   1. The desired recreation facility has not been reserved for another use at the time requested.
   2. The applicant has provided current government-issued photo identification, is at least eighteen (18) years of age or (21) years of age if alcohol has been approved, and has fully and accurately completed an application for a facility use permit.
   3. The applicant has paid all required Fees.
   4. The applicant is in full compliance with all applicable laws, ordinances, rules and regulations, permitting, and licensing requirements.
   5. The applicant has provided proof of insurance as required.
   6. The applicant has provided proof of security services as required.
   7. The proposed activity is not prohibited by City of Tampa Code or by the Department rules and regulations and will occur in an area designated for such activity.
   8. The applicant has agreed to indemnify and hold the City harmless from liability and has agreed to assume all risks in the use of the recreation facility and shall be solely responsible in damages for all accidents and injury to any person or property.
   9. If the proposed activity includes commercial activity and/or is open to the public, the activity must meet the criteria for a recreational activity and the applicant must be an actively registered nonprofit organization as defined in this Chapter.

10. Material Misrepresentation, Chapter 16-21.E: It is unlawful for any person to make a material misrepresentation with the intent to obtain a facility use permit. Any applicant who has made a material misrepresentation will be subject to denial or revocation of the facility use permit and may be prohibited from obtaining facility use permits for a period of not less than two (2) years. Each misrepresentation shall constitute a separate offense.

11. Miscellaneous Permits/Use Regulations, Chapter 16-23:
    1. Merchandising, Vending, and Peddling Permits. The Department shall control all merchandising, vending, and peddling rights and activities for recreation facilities and parks. Any individual, group, or organization wishing to operate as such or engage in such activity must have a vending permit approved by the Department Director or his or her designee. The Department Director shall provide for administrative procedures.
    2. Concessionaire Agreements. The Department Director shall control all concessionaire rights for recreation facilities and parks. Any individual, group, or organization wishing to operate as such or engage in such activity must have a written agreement approved by the Department Director or his or her designee. The Department Director shall provide for administrative procedures.
    3. Banner Permits. The Department Director shall control all banner installation rights within all recreation facilities and parks. Any individual, group, or organization wishing to install banners must have a written permit approved by the Department Director.

12. Noise and Disturbance of the Peace, Chapter 16-48:

No person shall use any loudspeaker or other electrical amplifying equipment nor shall any person play upon any electrically amplified musical instrument in any department managed land unless such activity is conducted as an incidental activity to a public meeting or assembly for which a facility use permit is issued. Compliance with all Department rules and regulations and facility use permit requirements or conditions must be met.

13. Operating Hours, Chapter 16-31:
    Operating hours for all department managed lands are between sunrise and sunset, unless otherwise specified.

14. Organized Athletic Activities, Chapter 16-37:
    No person shall play or participate in any organized athletic activity or game, including but not limited to football, kickball, baseball, or basketball, in any department managed land except in areas designated for such use. All organized athletic activities must have a valid facility use permit from the Department.

15. Picnic Areas, Chapter 16-33:
    Park personnel shall regulate activities in picnic areas to prevent congestion and to secure the maximum use of department managed lands for all. Use of individual grills or other cooking areas together with adjacent tables and benches shall be on a first come, first served basis unless it has previously been reserved by a facility use permit issued by the Department.

16. Reservation of Facilities, Chapter 16-21:
    1. The applicant must be at least eighteen (18) years of age, (21) years if alcohol use/sale is approved, to reserve a facility. The Department Director may refuse to reserve a facility for any person who cannot prove the age requirement to the satisfaction of the Department. The applicant must provide a government issued photo J.D. to reserve a facility.
    2. Reservations can be made no more than 365 days and no less than sevE7nty-two (72) hours prior to the date(s) of use. Reservations are guaranteed after all necessary forms and payments are received by the department unless canceled by the Department Director or designee due to an emergency. Any reservation made less than thirty (30) days prior to the scheduled use are not eligible for a refund of rental fees except for illness or family emergencies, in which case proof must be provided, and the request must be received within 7 days following the absence.
    3. The department shall promptly review all submitted applications for Use Permits. Permits shall be issued as soon as reasonably possible and no later than ten (10) working days from receipt.

17. Revocation, Chapter 16-21.F: Park officials/personnel shall have the authority to revoke a facility use permit upon finding a violation of any of the provisions of Chapter 16, or any Department rule or regulation, or any condition or requirement of a facility use permit, or upon finding that a material misrepresentation was made on the permit application.

18. Right of Entry, Chapter 16-7:
    Authorized park officials/personnel and law enforcement officers shall have the right at all times to enter the premises of any building, structure, or enclosure of any city park including such grounds, buildings, structures, or enclosures as may be leased, permitted, or set aside for the private or exclusive use of any individual or group.

19. Smoking and Tobacco Products, Chapter 16-47:
    No person shall smoke or use tobacco products in any indoor recreation facility or youth athletic area, playground area, or aquatic facility except in designated areas.

20. Special Events, Chapter 16-22: Referral to the Office of Special Events is required when any of the following apply:
    1. A planned gathering involving, or likely to involve two hundred (200) or more persons at any one given time; or
    2. Any public or private march, run, cortege, walk, cavalcade, autocade, parade of any kind, or other gathering of persons that occurs upon public rights-of-way, park, or both that is used for vehicular traffic; or
    3. Stationing or erecting any building, stand, bandstand, stage, tower, or tent (as defined in Chapter 11, Fire Prevention and Protection Code), scaffold, platform, rostrum, bleachers, sign, or other structure, excluding moon-walk/moon-bounce apparatus; or

4. Use of any electrical or electronic device or equipment requiring outdoor auxiliary power; or
5. Bringing, launching or causing to ascend or descend or alight within a department managed land, any aircraft, glider, balloon, or parachute, or
6. The sale and consumption of alcoholic beverages, if allowed under applicable laws and ordinances; or
7. An organized competitive event, excluding City authorized or licensed athletic leagues; or
8. The emission of amplified sound, excluding a radio, boom-box, portable audio system or other similar personal device, possessed and used by an individual for his/her own enjoyment, and operated in such a manner so as not to interfere with the use and enjoyment of the department managed land by another person.

Applicant must provide insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ VII or higher (or otherwise be acceptable to the city). All liability policies shall name City of Tampa as an additional insured as to the operations of the applicant, shall provide the Severability of Interest Provision, and the wavier 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 $1,000,000 per occurrence and a $2,000,000 general aggregate covering bodily injury and property damage. The insurance coverage and limits required must be evidenced by a properly executed Accord 25 Certificate of Insurance form (or its equivalent). Thirty (30) day written notice must be given to the city of any cancellation or reduction in the policy coverage. The 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 reserves the right to adjust insurance requirements based on the scope of service of the permit.

These forms and instructions are available on the city's Inet under "Documents", select "Purchasing Forms" at the top left and then select "Accord 25 Certificate of Liability". i nsurance provided on any other form must be sent to the Risk Management Department for approval.

21. Security: Security is required when any of the following conditions apply:
    1. Proposed activity involves commercial activity and/or is open to the public and may reasonably be expected to draw fifty (50) persons or more to the facility.
    2. The same event has experienced two or more arrests at a single event during the two calendar years immediately preceding the application in the city or in any other jurisdiction.
    3. Events where the primary function/activity is for teens/minors (between the age of 13-18).

The applicant shall provide a security plan for security of the recreation facilty to the Department Director for approval, if such proposed activity: involves commercial activity and/or is open to the public and may reasonably be expected to draw fifty (50) persons or more to the facility. For the purposes of this section, "security" shall consist of the number of off-duty (extra-duty) sworn law enforcement officers based upon projected attendees and participants. Each Petitioner shall first satisfy this requirement by arranging for security with Tampa Police Department off-duty (extra-duty) personnel. If Tampa Police Department Personnel are not available, then the petitioner may satisfy this requirement by arranging for security with off-duty (extra-duty) personnel from City approved law enforcement agencies. See Exhibit X for more details.

V. Directives

1. Completing a Facility Use Permit:

1) Staff verifies that the site and facility is available at the day/time requested. If not, staff will offer an alternative date/time or refer applicant to another similar city facility.
2) Upon verifying the site and facility is available, *staff* will provide the applicant with the appropriate rules and the applicant will complete the top portion of the permit. Staff will verify that the applicant initialed receipt of the "Facility Rental Rules".
3) Attendance: Applicant must fill in the estimated attendance including the estimated minors (under the age of 18) expected. Adult Chaperones are required as follows:
    - Aquatics – 1 Adult Chaperone per every 5 minors
    - Athletics – 1 Adult Chaperone per every 25 minors
    - Building/Shelters/Greenspace – 1 Adult Chaperone per every 25 minors
4) Staff will complete the "office use only" section of the permit:
    Permit categories: Staff will ask the applicant which category applies and check appropriate box.
    - If *Private*, please move along to the age verification and complete all other sections.

- If *City Sponsored or Co-Sponsored,* (requires Directors Signature of waived fees) move along to age verification and then complete all other sections before submitting for Director's approval.
- *Public Issue Speech* is a public rally for the purpose of expression, assembly or speech which is protected by the First Amendment to the United States Constitution. Move along to age verification and complete all other sections.
- If *Non-Profit* the applicant must submit a certificate from the Division of Corporations showing proof of non-profit status (registered in the State of Florida only) which gets attached to the permit. Staff will record the number of the permit in designated space. (These can be verified through www.sunbiz.org). Then move along to age verification and complete all other sections.
- If *Tax Exempt/Not-for-Profit* the applicant must submit a 501c3 (registered in the State of Florida only) which gets attached to the permit. Staff will record the number of the permit in designated space. Then move along to age verification and complete all other sections.

5) Staff will verify by a government issued photo ID that the applicant is at least 18 years of age, or 21 years of age if alcohol use/sale is approved (Alcohol is only approved at Ragan and Seminole Rental Facilities through an approved licensed caterer) and initial that the age has been verified.
6) Conditions: Staff will ask the applicant each condition and check all that apply.
   - Open to the general public shall mean activities/events where flyers or ads are posted to attract public citizens. This does not apply to invitation only activities/events.
   - Organized Athletic Activities requires insurance
   - Entertainment equipment (inflatables, mobile game units, etc.) requires insurance
   - Teen events (minors under the age of 18) requires Law Enforcement to be hired
   - Amplified Sound in buildings/centers (DJ, Band, etc.) requires that the music be kept at a level not to extend beyond the rental area or disturb others
   - Amplified Sound outdoors requires referral to the Office of Special Events for approval
   - Alcoholic Beverage Special Use Permit is required when an applicant is requesting temporary wet-zoning at an approved facility as defined in Chapter 3, Alcohol, of the City of Tampa Code of Ordinance; Refer to Office of Special Events for permit processing
   - Commercial activity is the sale of any item, admission charge, or donations. Applicant must be a non-profit organization or sponsored event. If beverage or food sales or distribution are requested and the event is open to the public, all food or beverages must be prepackaged or prepared by a licensed facility or caterer. It is the responsibility of the applicant to notify the local County Health Department of their proposed event, not less than three days prior to requested event date. Vending requires referral to the Office of Special Events
   - Alcohol by licensed caterer is for Ragan and Seminole Building Rental facilities only
   - If insurance is required, staff must verify that the Certificate of Insurance meets the requirements, the policy dates cover the rental, and that the City of Tampa is listed as an additional insured
   - If commercial activity is requested and the event is open to the public and applicants expects more than (50) fifty people, security is required
7) Staff will determine appropriate fees and inform applicant of all fees that apply.
8) All fees must be paid in advance to reserve a facility (with exception of cleanup/damage deposits. See rules regarding deposits).
9) Once fees have been paid, staff will complete the payment and receipt information on the permit.
10) Staff will inform the applicant of the additional conditions on the back of the permit. The applicant must read the indemnity clauses and agree to all conditions of the permit, both front and back, by signing the designated area of the permit.
11) The permit must be completed in its entirety before the permit can be submitted to the supervisor and Service Area Manager for review and consideration. Staff has ten (10) working days to obtain all signatures and approvals and respond back to the applicant of approval or denial. All permits must be *initialed* by the designated staff handling the rental and the team supervisor after their review. The entire rental package and all necessary documents are then submitted to the Service Area Manager for review, approval, and signature. The Superintendent of the Office of Special Events will sign the rentals generated through the special events office. Once approved, the Administration office (Office Support Staff for each service area) retains the original white copy. The yellow and pink copies are returned to the originating site that will keep the yellow copy on site and provide the pink copy to the applicant for their official record.
12) If the permit has been denied, the Service Area Manager or Special Events Superintendent will complete the denial form indicating the reason of the denial and inform applicant of the denial appeal process by mail.

2. Payments:

1) All fees must be paid in full at the time of rental reservation prior to use of a facility and/or issuance of a permit. Payment may be made by cash, check, money order or credit card (where applicable). Checks or

money orders must be made payable to the City of Tampa. Receipts are to be issued to applicants for all fees paid.

2) Applicants will forfeit the rental opportunity and incur an additional charge for checks returned by the bank as uncollectible. The fee for worthless checks is $25 for check amounts up to $50; $30 for check amounts of $50.01 to $300; $40 for check amounts of $301.01 to $800; and 5% of the check value for checks more than $800.01 Any previous fees and future requests will require fees be paid by cash, money order, cashier's check or credit card (where applicable).
3) All money for deposit shall be placed in official locking money bags and kept in the site safe until deposited. Safes must be locked at all times except while in use. A log will be posted near the safe indicating date, signature, and time it was opened and closed and by whom. Combinations will be changed annually, or when an employee having the combination is no longer at the site. Combinations are to be given to designated staff only as determined by area supervisor and are not to be shared.
4) Designated site staff will be responsible for completing a Revenue Report form, shall count and double check the money, and shall prepare all items for deposit. All deposits must be deposited daily.
5) All receipt books will be turned in to the accounting staff when completed and on September 30th of each year, even if incomplete.
6) Staff shall not use any city funds for personal use under any circumstance.
7). Check Policy: In order for the State Attorney's Office to prosecute insufficient funds or account closed checks [check must be for at least $50.00 and less than six months old], it is necessary that the identification of the individual issuing the check be made by the taker of the check. Therefore, if you decide to accept checks, please follow these guidelines:

1. **Be sure you can positively identify the person** giving you or your employee the check. You should ask for some type of picture identification, either a driver license or ID card issued by a governmental agency. **Be wary of "ID Cards" that can be obtained through the mail or at flea markets.** Examine the ID carefully to make sure that it has not been altered in any way and to make sure that the person presenting the check is the person on the ID card.

2. If you personally know the maker of the check and **can identify** that person, you need only put the driver license number, state of issue, and date of birth on the back of the check and compare signatures. However, if you do not know the maker of the check personally and cannot identify the maker of the check at a later date, you should:
    a. Compare the picture and signature on the driver license to that of the maker of the check making sure that the two agree. If the maker of the check does not have a driver license, then you should ask for another photo ID card issued by a governmental agency.
    b. Record the driver license or picture identification number and the state in which it was issued on the back of the check.
    c. Obtain the following from the picture identification: Full Name, residence address, date of birth, sex, race, height, and driver license number. Also obtain the home phone number, place of employment and business phone from the individual. Enter all of the above information on the back of the check, except that which is printed on the face of the check.
    d. Initial the check to indicate that you received it.

3. **DO NOT accept checks that are post-dated** (a check bearing a date in the future, i.e., a check written on June 1, 2009 should not be dated June 2, 2009) or checks with no date on them at all unless you are willing to take a chance, since post-dated checks cannot be prosecuted by the State Attorney's Office if they are dishonored.

4. **DO NOT agree to hold a check, for fees, for any length of time.** If you do, you are acknowledging that you knew the check was bad when you took it. Such checks cannot be prosecuted by the State Attorney's Office.

5. **DO NOT accept third-party checks,** since the person who wrote the check is not the person giving it to you, and you may be accepting a forged or stolen check. [A third-party check is one on which the maker, the drawee and the payee are all different parties.]

3. Rental Categories

The fees assessed for use of shelters, buildings, pavilions, and group areas are based on the operating cost of the facility and the category classification of the individual, group and/or organization utilizing the facility. Rental fees shall be assessed at the following rates:

Category I Sponsored/Co-sponsored .....0% of fee
category II Non-Profit/Not-for-Profit .....75% of fee
category III Private..... 100°/o of fee
Category IV Public issue speech.....75°/o of fee

1) **Sponsored/Co-sponsored:** Recreational activities directly sponsored or co-sponsored by the City or Department as determined by the following (direct costs may apply based on activity or event and are required for any activity/event during non-operating hours):
   - Activities approved through the Special Event Co-sponsorship Committee.
   - Registered neighborhood associations have the option of holding their official association business meetings at any Parks and Recreation community center Monday through Thursday during normal center hours and if the meeting space is available. Attendant fees will not be charged unless the meeting extends beyond the normal operating hours at the site selected. The only exception is the use of **Ragan Park** and the **Seminole Heights Garden Center** since they are **rental only** facilities and are not staffed. If either are rented for an official neighborhood association business meeting, the Parks and Recreation Department will waive the hourly fee and four hour minimum requirement Monday through Thursday between the hours of Sam and 9pm. The neighborhood association will be responsible for the $25.00 an hour facility attendant fee. A current copy of the Registered Neighborhood Associations is available on the City's INET under Documents, Miscellaneous, Neighborhood Registry. Neighborhood Groups or Associations not registered and approved through the city do not qualify.
   - Other city department that has submitted a written request to the department director which has been approved.
   - Partnering organizations or agencies having current agreements with the City of Tampa and approved by the Department Director.
2) **Non-profit/Not-for-Profit:** Any not-for-profit or non-profit group or organization that has produced a current State of Florida Department of Revenue Consumer's Certification of Exemption or Corporate Registration.
3) **Private:** Individuals, private groups, private companies, or private organizations.
4) **Public Issue Speech:** Any individual, group, and/or organization whose proposed activity or event is conducted for the purpose of public issue speech. Public issue speech is defined as all speech, expression, and assembly protected by the First Amendment to the United States Constitution and Article I, Section 4 of the State of Florida Constitution, as interpreted by case law; including but not limited to religious, political, and philosophical speech, expression, and assembly, as well as charitable solicitation for any purpose as described in Florida Statutes, Section 496.404 (20), or any amended or successor statute.

4. **Cleanup/Damage Security Deposit:** The user shall be responsible for all costs associated with damages to park facilities, equipment, furnishings, grounds, and right of ways. A deposit, based on size of group, shall be required from the individual, group, and/or organization to reserve or use a facility prior to such use as follows:

$25.00.....1 to 30 people*	$300.00.....500 to 999 people
$50.00.....31 to 75 people*	$400.00.....1000 to 2499 people
$75.00.....76 to 199 people*	$500.00.....2500 to 4999 people
$125.00.....200 to 499 people	$750.00.....5000 or more people

***All Building Rentals**- all building rentals have a minimum deposit of **$100.00** up to 199 people; for attendance over 199, deposits listed above will be applied base on expected attendance amount.

1) **Showmobile deposit**.....$325.00/per event

2) **Damage Deposit:**
An additional damage deposit shall be assessed when furnishings not normally provided in a facility are requested. The amount of the furnishings damage deposit shall be based on a fee of $30.00 or thirty

percent (30%) of the current market value of furnishings provided, whichever is greater. The damage deposit will be returned after use, providing no damage was incurred.

The Facility Use Permit will not be issued until all fees have been paid. Cleanup/Damage Deposits may be paid at the time of reservation or applicants have the choice to wait and pay the deposit one week prior to the rental.

The applicant may choose to wait to pay the Cleanup/Damage Deposit until five (5) business days prior to the scheduled event date. Deposits made by Credit Cards will be charged immediately; Cash deposits cannot be held on site and will be deposited immediately; Checks can be held on site five (5) days prior to the scheduled event and remain until the Thursday after the rental has taken place. All check deposits held on site must be picked up no later than the Thursday following the rental and upon verification that the facility has been returned to an acceptable condition similar to that prior to use. Any deposits remaining on site after Thursday will automatically be deposited and the applicant will be required to complete a refund request and a processing fee of $15.00 will apply. It is unlawful to dispose of or tear up a check. If the applicant would like the deposit mailed after the rental, the applicant must provide a self-addressed stamped envelope. Staff will document in the receipt book when deposits are mailed (date, time and name of staff who mailed it).

Site staff will complete a checklist for each event before and after the scheduled event. Site Staff will evaluate each item prior to a scheduled event to verify all items are in good/acceptable condition and make any notes of items that are not. Site staff will hold onto the checklist until the completion of the event. Upon completion, site staff will complete the checklist to verify all items are in good/acceptable condition and make any notes of items that are not. In the case of unacceptable conditions, site staff will provide the costs of labor, materials, and hours required to bring the facility back to an acceptable condition and will take pictures which will be forwarded with the checklist to the appropriate office.

- Shelter Rentals/Ragan and Seminole Building Rentals: Office of Special Events (Fax 274-7744)
- Site Specific Rentals (Buildings, Aquatics and Athletics) for North and West: OSS III (Fax 274-7429)
- Site Specific Rentals (Buildings, Aquatics and Athletics) for South and East: OSS III (Fax 274-5749)

Completed checklist must be submitted by fax or in person by 4:00 p.m. on the Monday following the event to the office as designated above. If the facility is not returned to the acceptable condition it was prior to use, the deposit will be forfeited and the user shall be responsible for any costs above amount of deposit. These costs shall include the employee charges, materials, and equipment required to complete repairs. A violation of any rule or regulation, or a material misrepresentation by an individual, group, and/or organization will result in forfeiture of the deposit.

Assigned Office Support Staff (OSS) will collect the checklist for their service areas, match them with the use permits and immediately notify the supervisor of any unacceptable checklists. For those deposits approved for return, the OSS will prepare the Deposit Refund Form for approval and signature by the Service Area Manager and/or Superintendent. Upon signature, the OSS will submit the Deposit Refund Form to the Accounting Division for processing with the exception of deposits held on site. For deposits held on site, the OSS will send the Deposit Refund Form directly to the site notifying staff of the approval to return the deposit.

The supervisor will contact the staff responsible for reporting the unacceptable conditions to determine necessary charges and contact the permit applicant to notify them of such. The supervisor will then prepare the Deposit Refund Form with the approved charges and a copy of the unacceptable checklist and submit to the Service Area Manager and/or Superintendent for approval. For checks held on site, the Site Supervisor will submit the deposit check for deposit along with the Deposit Refund Form showing applicable charges. Upon approval from the Service Area Manager and/or Superintendent, the OSS will submit the Deposit Refund Form along with a copy of the unacceptable checklist to the Accounting Division for processing.

5. Fees

1) **Attendant Fee:** Fees shall be assessed for all building rentals. The Director and/or designee reserve the right to require more attendants.
   - Overtime pay will be assessed at a rate of time and a half when an event is requested less than two (2) weeks from the date of the event.

- Holiday pay will be assessed at a rate of double time and a half when the event is requested on any official City Holiday.

Attendant Fee*.....$25.00/hour per attendant (non-taxable)
*Minimum two attendants for activities with 200 or more anticipated guests.

2) **Shelter, Pavilion, & Group Area Rentals Fees**
Open Space and Group Area rental fees are based on attendance per the capacity guidelines.
Attendance: Permit rentals with minors in attendance (under the age of 18) require Adult Chaperones as follows: 1 Adult Chaperone per every 25 minors.

1-30 Capacity.....$25.00/day (plus tax)
31-75 Capacity.....$75.00/day (plus tax)
76-99 Capacity.....$100.00/day (plus tax)
100-149 Capacity.....$125.00/day (plus tax)
150-199 Capacity.....$175.00/day (plus tax)
200-499 Capacity*.....$300.00/day (plus tax)
500-999 Capacity*.....$500.00/day (plus tax)
1000-2499 Capacity*.....$750.00/day (plus tax)
2500-4999 Capacity*.....$1,000.00/day (plus tax)
5000 or more Capacity* .....$2,500.00/day (plus tax)
Bandshell*.....$100.00/hour min. 4 hours (plus tax)
Gazebo*.....$100.00/day (plus tax)

* Special Event Permit is required if anticipated attendance is 200 or more and needs to be processed through the Office of Special Events in accordance with the Chapter 28, Special Events Ordinance and Procedures.

3) **Community Center/Building Rentals**
Attendance: Permit rentals with minors in attendance (under the age of 18) require Adult Chaperones as follows: 1 Adult Chaperone per every 25 minors

American Legion Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
Barksdale Senior Center
Multi Purpose Room .....$200.00/hour min. 2 hours (plus tax)
includes use of Kitchen, Stage, Dining Area
Copeland Community Center
Gymnasium .....$125.00/hour min. 2 hours (plus tax)
Multi Purpose Room .....$30.00/hour min. 2 hours (plus tax)
Cordelia Hunt Center
Multi Purpose Room ..... $125.00/hour min. 2 hours (plus tax)
includes use of Kitchen, Stage
Cuscaden Community Center
Multi Purpose Room.....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen
Cyrus Greene Center
Multi Purpose Room .....$100.00/hour min. 2 hours (plus tax)
includes use of Kitchen
DeSoto Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen
Fair Oaks Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen
Forest Hills Center
Gymnasium .....$125.00/hour min. 2 hours (plus tax)
Multi Purpose Room .....$50.00/hour min. 2 hours (plus tax)
includes use of Kitchen

George Bartholomew Center
Multi Purpose Room .....$50.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Grant Park Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Highland Pines Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Jackson Heights NFL/YET Center
Gymnasium .....$125.00/hour min. 2 hours (plus tax)
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen
Classroom .....$25.00/hour min. 2 hours (plus tax)

Kate Jackson Center
Multi Purpose Room .....$125.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Kid Mason Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Kwane Doster Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Loretta Ingraham Center
Gymnasium .....$125.00/hour min. 2 hours (plus tax)
Multi Purpose Room .....$60.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Dr. Martin Luther King Center
Gymnasium .....$125.00/hour min. 2 hours (plus tax)
Multi Purpose Room .....$50.00/hour min. 2 hours (plus tax)
includes use of Kitchen

New Tampa Center
Multi Purpose Room .....$50.00/hour min. 2 hours (plus tax)

Oak Park Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Port Tampa Center
Gymnasium .....$125.00/hour min. 2 hours (plus tax)
Multi Purpose Room .....$60.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Ragan Center.....$100.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Rey Park Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Robles Park Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)

Seminole Garden Center.....$100.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Temple Crest Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen

Wayne Papy Center
Multi Purpose Room .....$50.00/hour min. 2 hours (plus tax)

Williams Park Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)

Woodland Terrace Center
Multi Purpose Room .....$25.00/hour min. 2 hours (plus tax)
includes use of Kitchen

4) **Athletic Field Rentals**

Percentage assessments do not apply to athletic fields unless covered by separate agreement.
Attendance: Permit rentals with minors in attendance (under the age of 18) require Adult Chaperones as follows: Athletics – 1 Adult Chaperone per every 25 minors.

There will be no charges for approved daytime use of fields on a first-come/first-served basis.
Fees shall be assessed at the following hourly rates when fields are reserved:

Practice Field Rental .....$10.00/hour min. 2 hours (plus tax)
Does not include field prep including dragging and lining.

Hockey Rink- Weekends ..... $25.00/hour (plus tax)
Hockey Rink- Weekdays.....**$10.00/hour** min. 2 hours (plus tax)

Tournament, Clinic, and Special Activity Rentals:

Field reservation deposit (non-refundable).....$125.00/facility per event (plus tax)
Applies toward total cost of usage fees. The field reservation deposit must be paid at the time reserved.

Facility usage fee*
Up to two fields .....$100.00/day (plus tax)
Additional fields, each .....$50.00/day (plus tax)
*Includes initial field set up including dragging and marking per day. Additional field maintenance, including dragging and marking, is the responsibility of the user or at additional fee per the Fee Schedule. Employee charges shall be assessed at the attendant fee rate or as defined for contractual services and fixed fee services. Usage fees do not include lights, direct costs, attendant and/or employee fees.

Athletic Field Lights ..... $25.00/per field per hour (plus tax)
Marble dust/paint..... Direct Cost plus 15% (plus tax)

5) **Pool Rentals**

Percentage assessments do not apply to pools unless covered by separate agreement.
Attendance: Permit rentals with minors in attendance (under the age of 18) require Adult Chaperones as follows: Aquatics – 1 Adult Chaperone per every 5 minors.

Pool Rentals:
Pool rental – 25 meter pool ..... $50.00/hour min 2 hours (plus tax)
Pool rental- family/leisure pool.....$75.00/hour min 2 hours (plus tax)
Pool rental – 50 yard pool ..... $100.00/hour min 2 hours (plus tax)
Pool Rental- Dive Well..... $50.00/hour min 2 hours (plus tax)

Group Practice:
25 meter pool* .....$3.00/lane per hour (plus tax)
50 yard pool* .....$6.00/lane per hour (plus tax)
*During Open Swim Hours ONLY, all group members must hold current Rec card, and must pay session fee or hold current season pass.

When pool is utilized, lifeguards shall be provided by the City based on the number of participants and the facility. The fee shall be $25.00 per employee/hour (non-taxable) for the scheduled hours of use. All fees must be paid at the time of reservation.

..... 1 to 25 participants requires a minimum of two (2) lifeguards.
.....26 to 75 participants requires a minimum of three (3) lifeguards.
.....76 or more participants requires a minimum of four (4) lifeguards.

6) **Outdoor Courts**

Tennis & Racquetball Court Use* - Sandra Freedman Tennis Complex:
Soft Courts Prime Time – Adults.....$6.00/per person (plus

tax) Soft Courts Prime Time - Senior/Youth.....$5.00/per person (plus tax)

Soft Courts Non-prime Time – Adults.....$5.00/per person (plus tax) Soft Courts Non-prime Time - Senior/Youth.....$4.00/per person (plus tax)

Singles – one hour, Doubles – one and a half hours

*Must hold current Rec Card

Tournament, Clinic, Special Event Rentals - Sandra Freedman Tennis Complex:

Court Reservation Deposit.....$125.00/per event (plus tax)

Applies toward total cost of usage fees. The court reservation deposit must be paid at the time reserved.

Soft Courts Day*.....$75.00/court (plus tax)

Soft Courts 1/2 Day*.....$40.00/court (plus tax)

*Employee charges shall be assessed at the attendant fee rate or as defined for contractual services and fixed fee services. Usage fees do not include lights, direct costs, attendant and/or employee fees.

Tournament, Clinic, Special Event Rentals (Non-staffed facilities):

Court Reservation Deposit.....$125.00/facility per event (plus tax)

Applies toward total cost of usage fees. The Court reservation deposit must be paid at the time reserved.

Tennis/Racquetball/Handball/Basketball/Volleyball Court (per site)*.....$125.00/event (plus tax)

* Employee charges shall be assessed at the attendant fee rate or as defined for contractual services and fixed fee services. Does not include lights, direct costs, attendant and/or employee fees.

7) **Utility Fees:** .....$15.00/item per day (plus tax)

Utility fees shall apply and are not limited to entertainment equipment.

8) **Materials, Clothing and/or Supplies:** Direct Cost Plus Minimum 15% (plus tax)

9) **Miscellaneous Equipment:**

Use of miscellaneous equipment (e.g. chairs, tables, recreation equipment, and portable stages) must be approved by the Department Director or designee and shall be considered only if the activity is held on or in City facilities or functions.

Organizations, groups and/or individuals requesting a permit for use of City-owned miscellaneous equipment for an activity shall be assessed fees as listed below. Damage deposit(s) and employee charges as defined in the Fee Schedule, shall also be assessed. Ice Machines are not available to the public and should remain locked at all times.

Art/craft show and/or garage sale space or table rental.....$5-25.00/day (plus tax)

Tables, each*.....$5.00/day (plus tax)

Chairs, per dozen*.....$12.00/day (plus tax)

Miscellaneous recreation equipment*.....$10.00 to $50.00/day (plus tax)

Showmobile*.....$750/day (plus tax)

Showmobile additional days*.....$250/day (plus tax)

Showmobile cleanup/damage security deposit.....$325/event

* No delivery/return on Saturdays, Sundays or Holidays. Does not include direct costs including delivery, set up, take down, and return.

10) Banners:.....$50.00/event plus $5.00/banner (non-taxable)

A permit is required to install and maintain banners within recreation facilities; application requirements apply. Does not include direct costs to install and/or remove.

11) **Application for Refund:**

A refund request must be received thirty (30) days prior to scheduled date of use, except for illness or family emergencies, in which case proof must be provided, and the request must be received within 7 days following absence. Refunds of rental less than thirty (30) days' notice or daily refunds are not available; however, the attendant fee and damage deposit will be refunded. An applicant seeking a refund shall be required to submit a refund request on the form provided by the city. Refund checks will only be issued in the name of and delivered to the person whose name(s) appear(s) on the original receipt. The refund process takes approximately 4-6 weeks and the applicant will receive a check in the mail.

- Inclement Weather – Reservations will not be refunded due to inclement weather; however, the reservation may be rescheduled to an alternate available date if the applicant contacts the security office to notify that they have canceled their activity due to the weather. Once the facility has been occupied by the party, regardless of length of time, the refund is forfeited. The Parks and Recreation Security office is responsible for notifying the Shelter Office should this occur.

Refund Processing Fee.....$15.00 (non-taxable) will be assessed for all refunds.

12) **City Docks: Requires Docking Permit and is handled by the City Marina Coordinator**
In addition to the requirements set forth in the City Code of Ordinances, Chapter 14 and Chapter 16, all commercial vessels being utilized as commercial vessels in the city must obtain a docking permit.

1. The docking permit must contain information as required by the Director and/or assigned designee, including but not limited to the following:
   a. Proof of ownership or leasehold; and
   b. Proof of compliance with all appropriate federal, state and local regulations; and
   c. Vessel identification number; and
   d. Verification from TPD- Marine Patrol that all other requirements have been met
   e. Commercial General Liability Insurance and protection and indemnity insurance, as specified below:
      1) General Liability Insurance: Each applicant shall, unless otherwise exempted, effect and maintain during the period of the permit, insurance which companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better), Class VI(or higher), or otherwise be acceptable to the City if not rated by A.M. Commercial General Liability Insurance with a minimum limit of coverage of no less than one million dollars (1,000,000.00) for each occurrence and a general aggregate of two million dollars ($2,000,000.00) which shall include the following coverage's:
         a. Premises/Operations Liability
         b. Personal/Advertising Injury
         c. Medical Payments- Five Thousand Dollars ($5,000) coverage limit
         d. Fire Damage – One Hundred Thousand Dollars ($100,00) coverage limit

      2) Additional Coverage's: As may be applicable to a particular use, one (1) or more of the following coverage(s) shall be required:
         a. Participant Liability Coverage: Participant Liability coverage shall be required at any use involving any person who is instructing, supervising, training or practicing in or otherwise involved in any activity, contest, or exhibition that you operate or sponsor. Said coverage shall provide a coverage limit of no less than one million dollars ($1,000,000.00) for each occurrence and annual aggregate.
         b. Boat Liability Coverage: Boat Liability coverage: Boat liability coverage shall be obtained for use involving the use of propel, jet, or inducted fan propulsion watercraft. Said coverage shall provide a coverage limit no less than two million dollars ($2,000,000.00) for each occurrence and annual aggregate with no deductible.
         c. Workers Compensation Insurance and Employers Liability Insurance: For any use involving the hiring of employees by the applicant, each applicant shall, unless otherwise exempted, effect and maintain during the period of the permit, worker's compensation insurance or employer's liability insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better), Class VI(or higher), or otherwise be acceptable to the City if not rated by A.M. workers compensation insurance or employer's liability insurance shall be provided for all employees engaged in work under contract and/or for any contractor or subcontractor a permittee may hire and volunteers of the permittee, any contract or subcontractor, in accordance with the laws of the State of Florida with a limit of not less than one million dollars ($1,000,000.00) bodily injury by accident and each accident, one million dollars ($1,000,000.00) bodily injury by disease policy limit, and one million dollars ($1,000,000.00) bodily injury by disease each employee. In lieu of Workers Compensation for volunteers, the City may accept either a waiver of liability in favor of the City of

MedPay coverage for volunteers (subject to review and approval of the City's Risk manager).

d. Longshoreman's and Harbor Worker's (USL & H) Insurance: For any use involving the hiring of employees by the applicant to engage in work on or around a navigable waterway, each permittee shall, unless otherwise exempted, effect and maintain longshoreman's and harbor worker's insurance in compliance with federal statues for activities requiring work on or around a navigable waterway.

e. Certificates of Insurance: Any insurance required for a permit pursuant to the requirements of this section, shall be subject to the approval of the City's Risk Management office and supported by evidence of approved insurance coverage for the term of the permit by a properly executed Accord 25 certificates of insurance form. The certificate of insurance must be personally and manually signed by the authorized representative of the insurance company shown on the certificate. The city must be notified in writing at least 30 days prior to any cancellation or modification of the insurance policy. All insurance policies required for use pursuant to this section shall name the city as an additional insured. The Worker's Compensation, General Liability, and Auto Liability policies must also contain a Waiver of Subrogation in favor of the City. These polices must be primary and con-contributory. Subcontractor's Commercial General Liability and Business Automobile Liability policies must include applicant and the city as additional insured's. Applicant and the city shall be given all the same rights and insurance coverage under the General Liability policy as given subcontractor. City shall have the right to approve the form of the Additional Insured endorsement. Subcontractor's insurance shall be deemed primary.

2. A permit fee shall be paid to the city at the time the permit is submitted. If the permit application requirements are met, a permit may be issued.
3. Every permit shall be annually renewed, and a permit renewal fee shall be paid on or before the anniversary date of the original issuance. If a permit is not renewed within thirty (30) days of its due date, it shall be deemed abandoned and terminated.
4. No permit issued is transferable or assignable without prior approval by the Director.
5. The Director shall determine which city docking facilities are appropriate for loading and unloading of commercial vessels.
   1. It is unlawful for permittees to use a loading/unloading zone in a manner which will deprive other commercial vessels of the use of such facilities.
   2. All loading/unloading areas will be clearly marked by city signage. No permittee may post any signage or promotional information on city property.
   3. It is unlawful for any vessel to dock at city facilities which have been designated as load/unload zones pursuant to this section without a permit as provided in this section.
6. Posting of permit; rates.
   1. Every commercial vessel shall post, in a conspicuous location on the vessel, the permit which has been issued pursuant to this section.
   2. Every commercial vessel shall post, in a conspicuous location on the vessel, a sign which clearly explains and describes the fare, rate, or charge for the use of the vessel.
7. Prohibited activities. It is unlawful for a permittee to:
   1. Solicit business by creating a loud or boisterous noise, including any voice amplification technique.
   2. Convey a passenger to a place or location other than his requested destination.
   3. Operate a commercial vessel while under the influence of alcohol or a controlled substance as defined by state statute.
   4. Treat a passenger in an insolent or improper manner.
   5. Refuse to transport a passenger to an advertised location unless the passenger is under the influence of alcohol or a controlled substance as defined by state statute, or otherwise not in control of his faculties to an extent that constitutes a hazard to the safety of the vessel or the occupants of the vessel.
8. Suspension and revocation of permit.
   1. The Director may **suspend** a permit, if it is determined that:
      a. The permittee has engaged in violations of this section; and
      b. A statement contained in the application for permit is false; and

c. The permittee has exhibited a disregard for the public safety.

2. The Director may **revoke** a permit if it is determined that:
   a. The permittee has repeatedly engaged in violations of this section.
   b. The permittee has exhibited a disregard for the public safety.

9. Appeal:
   The permittee may appeal a suspension or revocation by submitting a written appeal request to the Neighborhood Services Administrator. The Neighborhood Services Administrator shall issue a written decision within ten (10) days of receipt of the appeal.

Approved and issued:

Greg Bayor, Director

11-21-16

Date

City of Tampa Parks and Recreation Department
FACILITY USE PERMIT

Today's Date:_____,Applicant's Name:_____

Day Phone: Evening Phone: _____

Organization/Group Name:_____

Mailing Address: _____ Street/PO Box _____ City _____ State _____ Zip

Name of Site Requested: _____ Name of Facility Requested: _____

Event Date(s): Type of Activity: _____

Estimated Total Attendance: Estimated Minors in Attendance:_____, *Adult Chaperone Requirements (see rules)*

Set-up Time: _____ to____ Time of Event: _____to_____ Clean-up Time: _____to_____ Total Hours:_____

Facility Rental Rules Attached. By initialing you agree to receiving the applicable rules: _Building _Shelter _Aquatics _Athletics

OFFICE USE ONLY

Permit Categories (check one)

D Private

D City Sponsored or Co-Sponsored, *Requires Director's Signature*

D Public Issue Speech

D Non-Profit: (Florida Certificate)_____

D Tax Exempt/Not-for-profit: (501c3)_____

Verified applicant is at least 18 years of age *(requires Govt photo ID)* _____.Staff Initials

Conditions (check all that apply)

D Activity is open to the general public

D Organized athletic activities, *Requires Insurance*

D Entertainment Equipment (Inflatables), *Requires Insurance*

D Teen Event, *Requires Law Enforcement*

D Amplified Sound in Buildings/Centers

O Amplified Sound Outdoors, *Refer to Special Events Office*

O Temporary Alcoholic Beverage Permit, *Refer to Special Events Office*

O Commercial Activity, *Sponsored or Non-Profits only*

D Alcohol by licensed caterer (Ragan & Seminole Only), *Requires License and Insurance; must be 21 years of age with govt photo ID*

O Insurance Required and Attached (All policy requirements have been met)

Fees

Base Rental Fee: $ x hrs = _____

Misc. Taxable Fee(s):_____ $ x hrs/day = _____

Misc. Taxable Fee(s):_____ $ x hrs/day =

Total Fees: $

Sales Tax: $

Total of this section: $_____ (A)

Attendant Fee: $ x hrs = _____

Misc. Non-Taxable Fee(s):_____ $ x hrs/day = _____

Total this section: $_____(B)

Grand Total (A and B) = $_____

Deposits

Cleanup/Damage Deposit $_____

D cash D Credit card D Check #_____

Receipt#:_____

Date Paid:_____

D cash D Credit card (Visa, MC only) D Check# Receipt#: Date Paid:_____

All fees and deposits must be paid in full before issuance or approval of this permit

I am at least eighteen (18) years of age (21 years of age if alcohol is approved) and understand as a representative of said event/organization, that I take full responsibility for each and every participant of said function. I have read and agree to follow the rental rules I have been given for my activity and all applicable laws, rules, and ordinances of local, state, and federal agencies. I hereby waive any and all claims against the City of Tampa and its employees and agents arising out of any personal injury and/or property damage that is incurred during said function. I have also read the information on the reverse side of this agreement and agree to the terms and conditions hereof. Pursuant to Chapter 119, Florida Public Records Act, this record is a public document that may be inspected and/or copied. If you believe any portion of this document contains information that is exempt from disclosure, please notify our office in writing at: 3402 W. Columbus Drive, Tampa, FL 33607.

X_____
Applicant Signature Date

_____
City of Tampa Authorized Signature Date

_____
City of Tampa Site Staff, Print Name Date

_____
Print Name, Title

White = Administration Office Yellow= Site Pink = Applicant

City of Tampa Parks and Recreation Department
Other Information and Conditions for Issuance of a Facility Use Permit

By signing the front of this use permit, the applicant, individual and/or organization sponsoring the activities or event(s), agrees to all of the items listed hereon. Prior to granting a permit, the applicant must be at least eighteen (IS) years of age (twenty-one (21) years of age if alcohol is approved) and provide a government photo ID to verity age. All required fees must be paid in full.

Applicants will indemnity, defend and hold harmless the City of Tampa, its employees, officers and agents from any and all 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 Department managed land or recreational facility (and any improvements thereon including any furniture, furnishings, equipment, or fixtures utilized in connection therewith) subject to the Facility Use Permit; and (ii) any breach of the Facility Use Penn it. The applicant further agrees that it will, at its own cost and 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 Department managed land and facilities (and any improvements thereon including any furniture, furnishings, 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.

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

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

All persons granted a Facility Use Permit to use a 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.

Upon completion of the event, the facility and adjacent area must be clean, orderly, free of any obstruction or litter, and returned to its original set-up and condition prior to use.

The applicant is responsible for all activities, and for every participant and their actions, during said use. The applicant is responsible for all costs and expenses associated with or resulting from damages to the Department managed land and facilities (and any improvements thereon including any furniture, furnishings, equipment, or fixtures located thereon). These costs shall include the personnel hours, materials, and equipment required to clean up and/or complete necessary repairs.

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 Department managed land and facilities for the purpose of enforcing the provisions of all applicable Code of Ordinances, a Department rule or regulation, or a Facility Use Permit. Law enforcement officers shall issue a trespass warning of one hundred and eighty (ISO) days, which is inclusive of all City parks or 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.

Cancellation/Refund: Cancellations and refund requests must be received thirty (30) days prior to scheduled date of use. An applicant seeking a refund shall be required to submit a Refund Request Form provided by the City. Refund checks will only be issued in the name of and delivered to the person whose name(s) appear(s) on the original receipt and takes approximately 4-6 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.

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 of time thereafter as deemed necessary by the City.

Individuals, groups, or organizations utilizing Department managed lands or facilities for activities that require insurance must provide insurance from companies authorized to do business in Florida, with an A.M. Best rating of B+ VII or higher (or otherwise be acceptable to the city). All liability policies shall name City of Tampa as an additional insured as to the operations of the applicant, shall provide the Severability of Interest Provision, and the wavier 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 $1,000,000 per occurrence and a $2,000,000 general aggregate covering bodily injury and property damage. The insurance coverage and limits required must be evidenced by a properly executed Accord 25 Certificate of Insurance form (or its equivalent). Thirty (30) day written notice must be given to the city of any cancellation or reduction in the policy coverage. The 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 reserves the right to adjust insurance requirements based on the scope of service of the permit.

Facility Use Permits are not transferable and non-assignable.

City of Tampa Parks and Recreation Department
FACILITY USE LEASE AGREEMENT

Today's Date:_____ Applicant's Name:_____

Day Phone:_____ Evening Phone: _____

Organization/Group Name:_____ Non-profit: o Yes o No

Mailing Address: Street PO Box _____ City _____ State _____ Zip _____

Name of Facility Requested: _____

Event Name: _____ Type of Activity: _____

Event Date(s): _____ Estimated Attendance: _____

Time of Event (including preparation and cleanup): _____

Facility Rental Rules Attached. Failure to comply with these rules may result in the forfeit of any deposits that have been paid and/or immediate removal from the facility. Please initial here that you have received these rules: _____

OFFICE USE

Lease Categories (check one)
Private o Sponsored/Co-Sponsored
o Other _____

o **Not for-profit or Tax Exempt** (proof of exemption or corporate registration required)
_____ 501(c) 8 or Consumer Certificate of Exemption (Florida)

Conditions (check all that apply to event)
- Activity is open to the Public
- Music(type)

o Inflatables: _____

o Other:

Conditions that require Liability Insurance (check all that apply to event)
o Athletic activities with physical contact
o Other: _____
o Inflatable: Proof of Insurance from vendor required

Fees		Deposit	
Base Rental Fee:	$._____	Cleanup/Damage:	$._____
Miscellaneous Fee(s):	$._____	o Cash check	Check #_____
		Receipt # _____	Date Paid:_____
Attendant Fee:	$._____		
Sales Tax:	$_____		
Sub Total:	$._____		
Amount Paid:	$_____		
Checkk o Cash	Date Paid: ___	Receipt #:	_____

All fees must be paid in full upon signing this agreement. All agreements must be completed and signed at least fourteen (14) days prior to said event or issuance of agreement will be canceled.

I am eighteen (18) years of age and understand as a representative of said event/organization, that I take full responsibility for each and every participant of said function. I have read and agree to follow the rental rules I have been given for my activity. I hereby waive any and all claims against the City of Tampa and its employees and agents arising out of any personal injury and/or property damage that is incurred during said function. **I have also read the information on the reverse side of this agreement and agree to the terms and conditions hereor.** Pursuant to Chapter 119, Florida Public Records Act, this record is a public document that may be inspected and/or copied. If you believe any portion of this document contains information that is exempt from disclosure, please notify our office in writing at: 1420 North Tampa Street. Tampa, FL 33602

Applicant Signature

City of Tampa Authorized Signature, Mayor

Applicant, Print Name Date

Pam Iorio, Mayor

Print Name, Title

City of Tampa Parks and Recreation Department
Building Rules

1. Use of the facility is guaranteed for the period specified in the permit only. Event set-up and clean-up must be included in the rental period. Uses that exceed the normal operating hours of the facility may be charged additional fees as specified in the Fees Resolution to include personnel and/or overtime, additional building fees, etc. Extension of rental hours will not be permitted at rental.
2. Attendant: An attendant will be present in the building during the scheduled event. Any directions or instructions from the attendant must be followed for the safety and security of the building and all its users. Please report any safety issues to the attendant immediately. That attendant has the authority to stop or modify the event if deemed necessary or if the application has provided information that is found to be false from that on the permit.
3. Room Capacities: Facility/Building capacities are based on fire/safety codes and are not to be exceeded for any reason. Applicants may forfeit their rental, be required to leave the premises, and forfeit future rental privileges if building capacities are exceeded.
4. Furniture: Facilities are limited to the amount of furniture available at any given time. Table coverings must be used for events with food. No additional furniture will be allowed in the building and furniture is not to be removed from the building at any time. It is the responsibility of the applicant to set-up and take-down the tables and chairs. The number of tables and chairs provided are limited to the number on site and available. Chairs, tables, and other furnishings are to be returned to their designated place. Specialized equipment such as televisions or related equipment is not to be moved from their original designation.
5. Decorations/Clean-up: The Applicant will be responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the permit and in the same conditions as before use; floors are to be swept and moped if necessary and trash cans are to be emptied and trash must be brought to dumpsters.
   - Only removable adhesive tabs are allowed for securing your decorations. Staples, nails, tape, pushpins, adhesive backed decals, tacks or paint are prohibited. Metallic decoration sprinkles, glitter, confetti, rice, and birdseed are not allowed inside or outside of the shelter facility. All decorations and other items brought into the shelter are to be removed and disposed of properly. Under no circumstances are signs to be nailed, pinned, or stapled to any tree, park sign, facility, and/or along the roadways. Candles are prohibited.
   - Balloons: 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 more than 10 balloons on the ceiling at the end of your event, additional fees will be charged for the removal and deducted from your deposit. Direct costs for replacement will apply for any damage to ceiling fans as a result of loose balloons.
6. Department signs, forms, and other materials are not to be removed or altered unless authorized by the department representative in charge.
7. Vehicles must be parked in designated parking lot areas. Loading or unloading from vehicles must be done from designated parking lot areas only. Violations will result in a parking ticket.
8. Alcohol/Illegal Drugs: The use, sale and/or consumption of alcoholic beverages and/or illegal drugs are prohibited.
9. Gambling or games of chance are prohibited.
10. Commercial Activity: Admission charge, donations, or the sale of items is prohibited. Commercial groups are not permitted to use facilities to promote their products, business, etc. without written approval upon meeting all criteria.
11. 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. Music volume must be lowered by 10 PM in accordance with the City Noise Ordinance. Please be considerate of your neighbors. Tampa Police Department may be summoned in the case of excessive noise. Fog machines are prohibited – please be sure to inform your Disc Jockey.
12. Representative: Applicant agrees to be present on site at all times during the function at the facility, or designate a representative who will be there to serve as a liaison between the facility staff and event goers at all times during the term of the permit. The applicant is responsible for all actions, behavior and/or damages caused by his/her guests/attendees.
13. Tobacco products are prohibited inside department facilities.
14. Vending of any item is not permitted without prior written approval from the Parks and Recreation Department.
15. Fireworks and/or weapons are prohibited without prior written approval from the City.
16. Fires are prohibited except in provided grills for such use and charcoal must be used in lieu of propane or any other method. Fires must be completely extinguished before leaving the park. Grills may be restricted in the event of drought conditions.
17. Structure Requiring Installation: The department representative must approve structures that require installation of poles, wires, wood supports, stakes, etc. Inflatables, dunk tanks, mobile gaming units, and petting zoos are prohibited without approved permit.
    - Bounce Houses/Inflatables: The maximum space for a bounce house is 20ftx20ftx17ftH and additional fees apply. One (1) inflatable is permitted per shelter rental.
18. 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.
19. Special Events: Various 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 the increased vehicle and pedestrian traffic might have on your event.
20. 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, storage, sound reproduction or amplification equipment, stages, platforms, special lighting, film projecting apparatus, power extension cords, or any other type of equipment. The department representative in charge may disallow the use of equipment for safety reasons or to ensure department policy is followed.
21. Rescheduling: If you need to modify an existing reservation (change the time, date, etc.), it must be done at least seven (7) days prior to the scheduled use. All modifications are subject to availability.
22. Food Sold/Prepared: Only not/non profits or sponsored events which have been approved through the permitting process have permission to sell or distribute food to the general public and must notify the Hillsborough County Department of Health of event date. If you are preparing and/or serving food to a known group such as family or club members, (not the general public) then notification is not required. Sterno burners must be placed underneath the serving trays and cannot be placed directly on the table; they must be up off the table surface.

Applicants are responsible for the clean-up of their event/activity or for designated a responsible person for such. All items must be met in order to receive the Clean-up/Damage Deposit:

_____Remove all decorations
_____Remove all table coverings
_____Wipe down all tables
_____Wipe down all chairs where food or drink have fallen
_____Mop any liquid spills
_____Remove any food spills
_____Sweep Floor of debris
_____Bag all trash and remove to dumpster
_____Empty refrigerator and freezer of your items
_____Wipe up any spills in refrigerator and freezer
_____Wipe down ovens and stove
_____Clean counters and sink
_____Clean microwave
_____Pick up any trash outside that was part of your event
_____Return all chairs, tables, and other furnishings to their designated place
_____Check Restrooms to ensure cleanliness from excessive debris on floors and in sinks

If you encounter problems during your event, please locate the Attendant or call the Security Office at (813) 931-2168. Should you get the recorder, please state the name of the site and facility, the nature of the incident, your name, and phone number. The line is checked every hour and someone will assist you. If you have an emergency, please call 9-1-1.

City of Tampa Parks and Recreation Department
Shelter and Open Space Rules

It is the Parks and Recreation Department's goal to provide citizens with a safe environment in which recreational opportunity can be maximized. Due to the wide variety of patron needs and use of City property, it is necessary to establish the following rules and regulations.

1. **Rental Hours Available: 8:00 a.m. to sunset**, unless otherwise posted or approved Permit. Use of the facility is guaranteed for the **period specified in the permit only**. Event set-up and clean-up must be included in the rental period. Uses that exceed the normal operating hours of the facility may be charged additional fees as specified in the Fees Resolution to include personnel and/or overtime, additional building fees, etc.
2. **Decorations/Clean-up**: Facilities are to be left in the same conditions as before use; floors are to be swept and moped if necessary and trash cans are to be emptied and trash must be brought to dumpsters.
   - Only removable adhesive tabs are allowed for securing your decorations. Staples, nails, tape, pushpins, adhesive backed decals, tacks or paint are prohibited. Metallic decoration sprinkles, glitter, confetti, rice, and birdseed are not allowed inside or outside of the shelter facility. All decorations and other items brought into the shelter are to be removed and disposed of properly. Under no circumstances are signs to be nailed, pinned, or stapled to any tree, park sign, facility, and/or along the roadways. Candles are prohibited.
   - Balloons: 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.
3. **Department signs**, forms, and other materials are not to be removed or altered unless authorized by the department representative in charge.
4. **Picnic Tables**: Picnic tables are provided in the shelters. The picnic tables are not to be moved in or out of the shelter.
5. **Vehicles** must be parked in designated parking lot areas. Loading or unloading from vehicles must be done from designated parking lot areas only. Violations will result in a parking ticket.
6. **Electricity**: Parks and Recreation does not guarantee the availability of power due to overloading, malfunctions or vandalism. Tampa Parks and Recreation Department will make every effort to ensure electrical outlets are in proper working order; however, a refund will not be granted due to a non-working electrical outlet or lights.
7. **Alcohol/Illegal Drugs**: The use, sale and/or consumption of alcoholic beverages and/or illegal drugs are prohibited.
8. **Gambling** or games of chance are prohibited.
9. **Commercial Activity**: Admission charge, donations, or the sale of items is prohibited. Commercial groups are not permitted to use facilities to promote their products, business, etc. without written approval upon meeting all criteria.
10. **Amplified music** or sound systems are not permitted without written consent of the Parks and Recreation Department.
11. **Representative:** Applicant agrees to be present on site at all times during the function at the facility, or designate a representative who will be there to serve as a liaison between the facility staff and event goers at all times during the term of the permit. The applicant is responsible for all actions, behavior and/or damages caused by his/her guests/attendees.
12. **Tobacco products** are prohibited inside department facilities.
13. Vending of any item is not permitted without prior written approval from the Parks and Recreation Department.
14. **Fireworks** and/or weapons are prohibited without prior written approval from the City.
15. **Fires** are prohibited except in provided grills for such use and charcoal must be used in lieu of propane or any other method. Fires I grills must be completely extinguished before leaving the park. Grills may be restricted in the event of drought conditions
16. **Grills:** Personal propane and electric grills are permitted in the park; however, personal charcoal/wood burning grills and fryers are not permitted. The use of canned heat (sternos) is permitted for heating chaffing dishes.
17. **Skates:** Skates, skateboards, roller skates, incline skates and similar equipment may be restricted to certain times and locations by Parks and Recreation officials for safety reasons.
18. Sleeping: Sleeping or reclining in a horizontal position is specifically prohibited in the following: building, pavilion, rest room, trash receptacle, bench, picnic table, as well as recreational activity areas (such as athletic courts and fields, dug

outs, and playgrounds), pedestrian or vehicular traffic ways (such as roads, sidewalks, bike paths, and jogging paths), and landscaped areas (such as flower gardens, hedges, and planters).

19. **Trespass:** Any person or group found in violation of the above rules and regulations shall be ordered to leave all City of Tampa parks, beaches and recreation facilities for a minimum 24-hour period. Any person who fails to leave all facilities, parks or beach at the time requested may be arrested and prosecuted for trespassing or prosecuted under other existing ordinances.
20. **Interference with Authorized Activities**: No person or group shall interfere with any recreational activities or event authorized by the City's Parks and Recreation Department.
21. No person shall remain in any park or facility after the park or facility is closed, except in an area specifically designated by the City as an area where persons may remain after the park or facility is closed to the public.
22. Any section or part of any park or facility may be declared closed to the public at any time or limited to certain users or times as public interest demands or safety and security indicates.
23. **Structure Requiring Installation**: The department representative must approve structures that require installation of poles, wires, wood supports, stakes, etc. Inflatable, dunk tanks, mobile gaming units, and petting zoos are prohibited without approved permit.
24. **Bounce Houses/Inflatable**: The maximum space for a bounce house is 20ftx20ftx17ftH and additional fees apply. One (1) inflatable is permitted per shelter rental. Water inflatables and wading pools are prohibited in cit parks. Vendors are prohibited from using park electricity for their equipment. Vendors must provide a generator when setting up bounce house/inflatable in a City park. No refunds will be granted due to the absence of electricity. Vendors must provide the City of Tampa a copy of their business license and a valid insurance certificate with General Commercial Liability in the amount of $1 mill per occurrence, naming the City of Tampa as additional insured.
25. **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.
26. **Special Events**: Various special events may be approved at a facility in or around shelter areas resulting in increased crowds and traffic. The City of Tampa, Parks and Recreation Department is not responsible for any impact the increased vehicle and pedestrian traffic might have on your event.
27. **Pool and beach access** is not guaranteed when renting a shelter. Beach water quality is monitored by the Florida Department of Health and may be deemed off limits to swimming. Refunds will not be given due to the unavailability of a pool or beach water access.
28. 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, storage, sound reproduction or amplification equipment, stages, platforms, special lighting, film projecting apparatus, power extension cords, or any other type of equipment. The department representative in charge may disallow the use of equipment for safety reasons or to ensure department policy is followed.
29. **Inclement Weather:** If inclement weather prevents the use of the shelter you may reschedule your event or request a refund with proper notification. To reschedule your event or request a refund due to a rain-out:
    - The first business day after your rental, call and notify the Special Events Office.
    - Applicants must mail or present a copy of your Facility Use permit and the original white receipt to the Special Events Office.
    - A $15 processing fee will be assessed for all refunds. Refunds will be reimbursed to the credit card. If payment was made by cash or check, a refund check will be mailed to the address of the person/organization paying the rental/damage deposit fee. Issuance of refund checks takes approximately 4-6 weeks.
    - Refunds will only be given to the original applicant listed on the Facility Use Permit.
    - Once a shelter is occupied, there are no refunds due to rain or bad weather.
    - All rescheduled events are subject to availability.
30. **Rescheduling:** If you need to modify an existing reservation (change the time, date, etc.), it must be done at least **seven (7) days** prior to the scheduled use. All modifications are subject to availability.
    - Modifying event times may be done over the phone by calling or visiting the Special Events Office. Applicants must bring the facility use permit with them to make any changes.
30. **Cancellations**: A $15 processing fee will be charged for all cancellations/refunds.

If you encounter problems at the shelter, please locate the Park Attendant or call the Security Office at (813) 931-2168. Should you get the recorder, please state the name of the park, shelter number, the nature of the incident, your name and phone number. The line is checked every hour and someone will assist you.
If you have an emergency, please call 9-1-1.

CITY OF TAMPA
PARKS AND RECREATION DEPARTMENT
DEPOSIT REFUND FORM

Full Name of Requestor: _____
(MUST be same name as on receipt provided)

Street Address:

City, State, Zip:

Phone Number:

Receipt Number(s):

Security Deposit Refund for the following:

☐ **Facility Rental (all facilities, including Ragan and Seminole Gardens).**

Name of Facility & Date of Event: _____

Reservation Number: _____

☐ **Shelter Rental (including Bandshell and Gazebos).**

Name of Park, Shelter Number, & Date: _____

Reservation Number: _____

☐ **Special Event Permit Fee.**

Name of Vendor: _____

Name of Event & Date(s): _____

Amount of Deposit Paid $_____

☐ Refund Approved

☐ Refund Denied

Amount of Deposit $ _____

Cost of Clean Up/Repairs − $ _____

_____

Voucher #: _____

Total Deposit Refunded $ _____

OR Total Amount Owed $ _____

Comments: _____

_____

_____

_____

Area Supervisor Signature: _____ Date: _____

Fiscal Supervisor Signature: _____ Date: _____

City of Tampa Parks and Recreation Department
Facility Use Checklist

Date of Rental _____ Location of Rental _____

Rental End Time _____ Applicant's Name _____

	Items	Condition Before		Condition After	
		Good	Other	Good	Other
Facility	Ceilings				
	Walls				
	Floors				
	Doors				
	Tables/Chairs				
	Countertops				
	Stage				
	Exterior/Grounds				
	Trash in Bags				
	Grills				
	Picnic Tables				
	Other:_____				
Restrooms	Toilets /Tissue Dispensers				
	Sinks and Towel/Soap Dispensers				
	Mirrors				
	Other:_____				
Kitchen	Stove/Oven				
	Oven Vent				
	Refrigerator				
	Ice Machine (locked)				
	Sink				
	Trash in Bags				
	Countertops				
	Appliances				
	Other:_____				
Equipment	Sports Equipment				
	Lights and Outlets				
	Microphones				
	Sound System				
	Podium				
	Other:_____				

Site Staff will receive copies of the permits on a weekly basis. Checklists should be available for each event. Staff will complete the checklist prior to event and after a event. All checklists need to be turned in no later than 4:00pm on the Monday following the event to the appropriate supervisor for damage deposit processing. In the case of major damage, pictures are required and must be submitted with the checklist.

Additional Comments:_____

_____

_____

Staff Person Completing Form (Please Print):_____ Date Completed:_____

White = Administration Office Yellow = Site

CITY OF TAMPA
PARKS AND RECREATION DEPARTMENT
REFUND REQUEST FORM

Full Name of Requestor: _____
(MUST be same name as on receipt provided)

Street Address:

City, State, Zip:

Phone Number:

Receipt Number(s): _____ Amount Paid: $

What are you requesting to be refunded? Please Select One (1) of the following options:

☐ **Recreation Program(s). Name of Center:**

Name of Program(s) & Date(s):

Name of Participant(s): _____

☐ **Facility Rental (all facilities, including Ragan and Seminole Gardens).**

Name of Facility & Date of Event: _____

Reservation Number: _____

☐ **Shelter Rental (including Bandshell and Gazebos).**

Name of Park, Shelter Number, & Date: _____

Reservation Number: _____

☐ **Special Event Permit Fee.**

Name of Vendor: _____

Name of Event & Date(s): _____

Reason for Refund: _____

_____

_____

Amount of Refund Requested $_____

ALL Refund Request Forms must have the original receipt(s) & any other documentation attached.

OFFICE USE ONLY

Refund Form Received on: _____ Voucher #: _____

Information above verified by: _____

Area Supervisor Signature: _____ Date: _____

Amount of Refund $ _____

Refund Fee − $ 15.00

Total Refund $ _____

Fiscal Supervisor Signature: _____ Date: _____

PR# (08/09)