

**CITY OF HOMESTEAD PARKS AND RECREATION
RULES AND REGULATIONS**

USE OF FACILITIES ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. An approved permit for use of City facilities is required for all uses and must be in possession of the event Permittee or representative.
2. All bounce house rentals require the renter to provide the Parks and Public Works department with a copy of the bounce house rental companies' general liability insurance certificate.
3. All parks are open from sun-rise to sunset unless otherwise permitted.
4. No animals are allowed in the parks with the exception of service animals and the designated dog park areas. (Ponies, farm animals, etc.)
5. No vehicles are permitted on the grass at any time.
6. Fields are not allowed to be marked or staked by permittee.
7. Facility reservations may be requested up to one year in advance and a clean-up/security deposit is required at the time of the reservation.
8. Facility Use Permits will be issued to adults 18 and over. It is the responsibility of the permit holder to provide the City of Homestead with all additionally required permits/licenses fourteen (14) days prior to the event.
9. Permittee agrees to provide certificate of insurance per standard Parks and Public Works Department requirements at the time reservation deposit is made (see item 36).
10. The permit holder must take all necessary steps to control all of their participants/spectators. Any person(s) violating any of the Rules and Regulations contained herein, any City ordinances, or other laws, or who are, in the opinion of the Parks and Public Works Department, constituting a public nuisance, potential hazard to the public or park property, or exhibiting disorderly conduct, may be expelled from park property by the Parks and Public Works Department Staff or Police Department.
11. Permittee shall pay the full amount of the facility cost fourteen (14) days prior to the date of the event. All non-City residents will be charged an additional fee when renting City facilities, unless otherwise specified by the City.
12. Reservation fees are nonrefundable unless cancellation is submitted in writing fourteen (14) days in advance to the Parks and Public Works office. Refunds will not be issued due to inclement weather.
13. Deposit refunds will be returned via a check in the mail, if eligible. Please allow 4-6 weeks following the conclusion of the event to receive the clean-up/security deposit refund.
14. Some events, based on attendance, may be required to pay for additional trash receptacles, portable toilets, etc.
15. The City will charge all events, which include sales or charge for admission, a percentage on all sales/admissions at events held at City facilities. The percentage to be charged is at the discretion of the Department Director and shall be specified in writing.
16. Permittee will be charged for licensed, uniformed security officers when alcohol is served and/or sold in City facilities among other considerations, such as number of attendance. The City of Homestead Police Department will determine the security personnel required.
17. Attendance will be limited to the occupant load of the facility as established by the City Fire Marshal or as determined by the Parks and Public Works Department.
18. Entrance to the facility is allowed at the time specified on the approved application and users are expected to leave at the time specified.
19. Permittee shall at its own cost and expense upon the expiration of this permit, or its termination in any manner, deliver said facility to the City in the same condition that it was in at the commencement of this permit. If the facility is not left in a satisfactory condition as determined by the Parks and Public Works Department, a portion, or all of the deposit, will be retained. If the deposit does not cover cost of cleanup or damage, Permittee will be billed additional fees. If the facility or area is not clean and orderly upon your arrival, it should be brought to the attention of a Department employee and to the attention of the Parks and Public Works Director as soon as possible.
20. Permittee shall at its own cost and expense provide clean up of the area permitted for event use during and after the event.
21. Fires, other than those in designated areas, are not permitted. Only fireproof or fire retardant materials may be used for decorations, and at no time shall exits be covered or obstructed.
22. Permittee shall not drive any nails, screws, tacks, staples, pins, or other objects into the floor, walls, ceiling, partitions, tables, doors, door or window casings, or woodwork of the facility. Decorations may be attached using masking tape only.
23. All signs, banners, posters, and flags must have approval from the Park and Public Works office before posting on Park property.
24. No structure or sets are to be built and no shrubbery or trees are to be cut, trimmed, or destroyed.
25. When using City facility barbecues, they are to be left in the same clean condition it was prior to use by permittee.
26. Alcoholic beverages are permitted only in the Phichol Williams Community Center; Harris Field Pavilion; and Homestead Community Center. Alcohol must be consumed within reserved areas. State laws on alcoholic beverages prevail. An Alcohol Consumption Agreement is required. An Alcohol Beverage Control Permit is required if alcohol is sold.
27. The consumption of alcoholic beverages is specifically prohibited by those directing, participating in, or spectators of any athletic events, and in particular youth activities and programs organized by self-organized and authorized under permit by the Parks and Public Works Dept.
28. Smoking is not permitted in City public buildings or on park trails.
29. Sale of food at City facilities requires a food vendor permit to be attached to this permit.
30. If the event involves any type of performance, such as music, poetry reading, etc., the Permittee warrants and represents to the City of Homestead that the use of the facilities will not result in an infringement of any right protected under Item 17 of the U.S. Code (copyrights) and that Permittee will be solely responsible for the content of any performance at the facility. Permittee further agrees to assume the defense and indemnify and hold harmless the City of Homestead, its officers, and employees from every expense, liability, or payment, including attorneys' fees, by reason of any claimed infringement of any rights protected under Title 17 of the United States Code.
31. All permittee's materials and equipment, and/or owned by concessionaires, shall be removed from the grounds within twenty-four (24) hours after the closing of the event.

32. All property taken into the permitted area by the permittee is taken there at the Permittee's own risk. The permittor shall not be responsible for any loss due to fire, theft, windstorm, or from any other cause whatsoever, nor for failure upon its part to perform this agreement, should officers of the law seize, stop or prevent Permittee from operating under this Permit.
33. All permittee's, vendor's and renter's vehicles must be legally parked in designated parking spaces. No off-street parking is allowed without written authorization from the Parks and Public Works Department.
34. Animals, other than Service Dogs, will not be allowed inside City Facilities. The only other exception is for an animal act or show that has been approved by the City.
35. Publicity of any type may not be released for use relating to an event until approval is granted for the application.
36. The right to revoke permission for use of a facility at any time is retained by the City of Homestead.
37. An authorized representative of the City shall have the right to enter the facility and all parts thereof at any and all times during a scheduled event.
38. The Parks and Public Works Director, when deemed in the best interest of the City or Community, may make exceptions to established policies, rules, and fees.
39. The Parks and Public Works Department may terminate any special event activity when it is necessary for the safety, health, morality, welfare, or reasonable enjoyment of the public, for protection of resources, for the violation of any rules and regulations of the City of Homestead, or if it is deemed necessary in the public interest.
36. Insurance certificate requirements:
 - The Permittee will provide the City of Homestead with a Certificate of Insurance naming the **City of Homestead, 650 NE 22 TER SUITE 100., Homestead, FL 33030** as the Certificate Holder and Additional Insured. The General Liability Insurance will be in the amount of \$1,000,000 per occurrence and will identify the date; location and brief description of the use of the premises. Additional Insurance may be required if alcohol is being sold or otherwise served.
37. Sound Amplification requires a Special Event Policy.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in a program, service, or activity of the **City of Homestead**, should contact the **ADA Coordinator at (305) 224-4472 or (305) 248-7299 (TTY)**, as soon as possible but no later than 72 hours before the scheduled event.