Facility Rental Information

The intent of the facility rental program is to allow Gainesville residents and organizations the opportunity for use of a recreation facility. The City reserves the right to restrict access to any facility.

Facility Rental Guidelines

City recreation facilities are available for rental to groups, clubs, individuals and organizations upon approval by the Director of Recreation and Parks, or his/her designee. This approval will be based upon whether or not the proposed activity provides a positive public service and meets a legitimate public need.

City of Gainesville sponsored events and classes will have priority over all other requests. All other rental events may be scheduled on a date that does not conflict with a City event.

Recreation facilities are not available on City-designated holidays. A list of these holidays for the current year is available in the Recreation and Parks Administrative office, 334-5067.

There will be a Recreation and Parks employee in charge of the facility during each rental use.

If the City deems necessary, the renting organization or individual may be required to provide comprehensive general liability insurance for no less than one million dollars.

The renting organization is responsible for the conduct of its participants, workers and guests. The City reserves the right to restrict access to any group or individual.

The renting organization or individual will be monetarily responsible for any damage, which occurs during the course of the rental.

Because of the public nature of City facilities, any furnishing, seasonal decoration and/or other accessory will not be removed to accommodate any renting organization or individual. Neither should any fixed part of the facility be disarranged in any manner.

The renting organization shall not erect nor operate on the premises, without consent of the Director of Recreation and Parks, or his/her designee, any machinery or equipment operated by electrical or other power. The renting organization shall not use upon the premises any substance of an explosive or highly flammable nature. The renting organization shall not install any wires or electrical appliances without consent. Use of tape or other adhesives, nails, tacks, screws or similar articles on interior or exterior surfaces is not allowed. Any decorations must be put up without defacing the facility and will be subject to the approval and subsequent supervision of the Department Director.

The City Recreation and Parks Department will furnish lights, heat, water, and ventilation. Any special lights or lighting effects or fixtures shall be provided and paid for by the renting organization, and require pre-approval by the Department Director.

The renting organization or individual is responsible for obtaining all necessary licenses and permits, and for paying all taxes, which may be required. The sales of food, drinks, or other items are prohibited in Recreation and Parks facilities by anyone other than City of Gainesville staff, ordinance 961060, section 18-20 unless the Director grants an exemption.

The City of Gainesville shall not be responsible for items left by guests, workers, employees or representatives of the special event/rental.

There are a limited number of tables and chairs available at each facility. Under no circumstances will tables and chairs be moved from one facility to another facility. The renting organization or individual must furnish any additional tables or chairs.

All activities must comply with posted occupancy limitations. Any event that exceeds building capacity may be terminated without notice, or refund of fees.

With the exception of the Thelma Boltin Senior Activity Center, Boulware and Ironwood Golf Course, alcoholic beverages are not permitted in any facility, including but not limited to, parking lots, picnic areas and parklets.

If any activity requires police officers, the renting organization or individual shall pay this charge in advance. The number of officers required shall be left to the discretion of the Gainesville Police Department.

All activities taking place in the recreation facilities shall be done in accordance with the City of Gainesville Ordinance No. 1840, an ordinance relating to noise.

Food and drinks are allowed in designated areas only. The renting organization shall be responsible for cleaning up of the facility following use.

The Recreation and Parks Department reserves the right to end or cancel any facility rental without prior notice.

If a facility rental exceeds the amount of time designated on the rental contract, the damage deposit may be used to cover this additional expense. Times listed in the facility rental contract must include set-up and clean up. A rental is considered "continuous" if there is no break in the hours of use.

Rentals prior to 6:00 am or after 11:30 pm are not permitted in City of Gainesville facilities. Parks are closed from sun down to sun up each day.

City facilities are designated "Non-Smoking". As a courtesy to others, please restrict smoking to the outside of the facilities.

Users are to remain in assigned area(s) and are responsible for supervising all participants in their program so as not to interfere with other on-going activities/programs.

Temporary storage of any items before the event day or after the event *will not* be provided.

Failure to adhere to any of these conditions may result in immediate cancellation of the existing agreement, forfeiture of the security deposit, and future use of other City facilities.

All organizations are required to set up, remove, and clean facility unless prior approved arrangements have been concluded with the management. The user will be held responsible for all damages incurred during their use of the facility, except for normal wear and acts of nature.

Rental Fees

User Classifications

Depending on the type of event, user groups' will be classified as one of three types of rentals when contracting for use of a City of Gainesville Recreation and Parks Department facility. Any user group or individual found to be intentionally misclassifying their event could be subject to financial penalty or restrictions from future rentals.

<u>Class I</u>

Any event for which admission is charged or any other type of compensation is realized, including donations, or which is politically affiliated.

<u>Class II</u>

Any event where no admission is charged nor any other type of compensation is realized (example: wedding receptions, family reunions, employee banquets).

Class III

Any event hosted by an organization, which can provide proof of non-profit **and** federal tax exempt status, and no admission is charged or any other type of compensation is realized, including donations. (Proof of non-profit status and current federal tax-exempt certificate must be presented at time of application.) A "Blanket Certificate of Resale card," which lists the purpose of the tax exemption, such as "tax exempt organization," and the organization's tax exemption number, must be completed and on file with the Recreation and Parks Department. This Blanket Certificate of Resale card must be on file before the tax exemption is given.

Any groups dealing with political parties or causes, elections or religious activities are not eligible for community-based status.

Facility Rental Procedure

Exclusive Use Rental

To obtain exclusive use of a City of Gainesville Recreation and Parks Department facility, a Facility Use Agreement must be completed at the Administrative Office no less than two weeks prior to the desired use date. The non-refundable reservation fee and security deposit is required at the time of application. In addition, the remaining balance of the rental plus all necessary insurance certificates is due no less than two weeks prior to the rental.

The Facility Use Agreement is not valid unless signed by Recreation and Parks staff. Groups wanting to book space in the facility or program area must complete a Facility Use Agreement Contract. There are NO EXCEPTIONS.

Completing the Facility Use Agreement

All groups use the Facility Use Agreement, including other city departments requesting to use space and rentals with fee waivers.

Period of Use

The Facility Use Agreement is to be completed and submitted no less than two weeks prior to the date of use. This is to allow for appropriate planning and staffing by the Center. When completing the Facility Use Agreement, all lines must be filled in or marked N/A.

The date of application may not exceed one (1) year prior to the actual date of usage.

There is a 3-hour minimum per rental, and an 8-hour maximum rental per event. All rentals, including clean up, must end by 11:30 PM.

Contracts initiated after October 1, 2001 are limited to a three (3) rental uses in a three (3) month period with option of an additional three (3) uses during the next three (3) months. No users should exceed 6 rental uses within a twelve (12) month calendar year from the date of the initial agreement.

Fees

Non-refundable Reservation Fee

All rental applicants must pay a non-refundable reservation fee, even if the applicant is another city department or the other fees are waived. This fee removes the facility from availability to the public on the date requested from the applicant.

Damage Deposit

All rental applicants must pay a refundable reservation fee, even if the applicant is another city department or the other fees are waived. This fee will only be refunded if there is no damage and the applicant remains within the time frame detailed on the Facility Use Agreement. Any charges for additional time will be taken first from the damage deposit, and if applicable, the balance due will be billed to the applicant.

Damage deposits are returned in check form to the organization or individual who has signed the original Facility Use Agreement. Returned deposits will only be mailed no sooner than two weeks after the date of rental. The Administrative Office is not permitted to hand deliver damage refunds.

Damage deposits are refundable at conclusion of agreement upon approval from the Recreation Manger or his/her designee. Deposit is refundable if area is left clean and there is no damage to furnishings or equipment.

If damage occurs and the cost of the damage exceeds the amount of the deposit, the renting organization or individual will be billed for any additional expense.

There will be a 6.25% state sales tax included in all rental fees. Organizations that produce a copy of their taxexempt status in a timely fashion and have it attached to their contract will not be charged state sales tax.

The individual who signs the agreement will be considered the liaison between the applicant/organization and The Recreation and Parks Department, and will be the person who receives the damage deposit refund if applicable.