



THE CITY OF CRESCENT CITY FLORIDA

CITY OF CRESCENT CITY PARKS EVENT AND PARK USAGE PERMIT GENERAL TERMS

Permit Number _____

All events held on the City of Crescent City ("City") property or facilities remain under the control of the City, with the City having the final word in decisions about whether the event should be held or continued in times of inclement weather, civil disturbance, conflicting events that stretch City resources, or other conditions deemed unacceptable by the staff or the City. NO ALCOHOLIC BEVERAGES or any illegal substances are allowed on City premises by Section 5.3(11) of the City's Code of Ordinances (Ordinance 07-02). Copies of the park usage rules can be found on the City's website (www.crescentcity-fl.com) or at City Hall, 3 North Summit Street, Crescent City, Florida.

This Contract/Agreement must be returned and be in the possession of the City Administrative Staff by at least 72 hours before the event, along with any fees (See financial terms for refund information) or this contract is null and void. A copy shall be kept with the applicant and be available for inspection during the event.

SPECIFIC TERMS

Title or Type of Event: _____

Dates Desired: FROM _____ TO _____

Time(s) of Day Desired: FROM _____ TO _____

LOCATION OF EVENT (Please check one) Eva Lyons Park Fletcher Park Lake Stella Park
 Colbert Park Harry Banks Community Park Margary Neal Nelson Sunrise Park
 Dexter Beach Park Mathis Park Other location (Describe): _____

Expected attendance: (youth) _____ (adult) _____ (total) _____

Event Contact/Sponsor (Print): _____

Address: _____

Home Phone _____ Email: _____

Emergency Contact Information (name & phone #) _____

A detailed description of event, activities, and facilities to be used (Use additional paper if necessary):

Fees, Charges, and Application Deadlines:

Sports Facilities All applicants to reserve sporting facilities must submit to the City a non-refundable usage fee of \$10 per team or \$45 per day whichever is greater, plus a deposit of \$100 per day for tournaments and \$10 per team or \$50 per month, whichever is greater, plus a deposit of \$100 per month for seasonal sports clubs. ALL FEES AND DEPOSITS MUST BE PAID IN FULL 72 HOURS before the EVENT, or the Wednesday before the event. If fees are not timely paid, the City reserves the right to cancel your reservation.

City Parks Generally

For non-residents to reserve the City's non-sports facilities, they shall be required to pay a usage fee of \$10 per hour or \$45 per day, whichever is less, plus a \$100 deposit per day. City residents shall only be required to pay a refundable deposit of \$100.00 FEES AND DEPOSITS MUST BE PAID IN FULL 72 HOURS before the EVENT, or the Wednesday before the event if it is a weekend event. If fees are not timely paid, the City reserves the right to cancel your reservation.

CANCELLATION:

In case of severe inclement weather or any other unforeseen conditions or issues arise, and the facility is deemed inappropriate for use by the applicant, the event can be rescheduled or canceled, and the fees/deposits refunded. The City reserves the right to cancel any event for any reason without prior notice. If the City must cancel an event for reasons that are not the fault of the applicant and the applicant does not desire to reschedule the use, the City shall refund all fees and deposits within 10 business days. For partial cancellations of multi-day events, refund amounts and procedures will be discussed by the City with the party using the facility. The City may cancel an event at any time before or during the event if a group or individual violates the park usage rules and policies or the conditions of the permit. PLEASE NOTE: No refunds of fees or deposits will be given to the permit holder or event attendees who violate or breach the conditions of this agreement or the park rules.

RULES:

1. Alcoholic Beverages and/or illegal substances are prohibited on City property. In addition to the permit being revoked, appropriate Law Enforcement agencies will be notified when a violation of this rule occurs and appropriate enforcement action against all involved parties will apply.
2. Repeat or multiple bookings must be approved by the City
3. Normal Park hours will be observed unless special permission is granted
4. Facilities may not be sublet without written permission of the City
5. The City reserves the right to require that supervision and security be provided and paid for by the facility renter.

6. Specific prior permission is required for decorations or alterations to fixtures, walls, gazebos, picnic shelters, or the posting of signs.
7. No grills or cookers will be allowed on playing fields, tennis courts, gazebos, or picnic shelters.
8. Renters are responsible for the cleanup of equipment and the surrounding area.
9. PARKING OR DRIVING VEHICLES INSIDE ANY PARK IS PROHIBITED, unless expressly approved in writing on the permit for the loading and unloading of certain equipment necessary for an approved event or use.
10. Amplifiers or devices that produce loud noise are subject to the City's noise ordinance and require prior approval by the City.
11. Commercial concessions are generally prohibited unless an exception is approved by City Commission.
12. The complete park usage rules and regulations are attached as an addendum to this permit application packet.

GUIDELINES FOR SPECIAL EVENTS INDEPENDENTLY SPONSORED ON CITY-OWNED PROPERTY

1. The applicant must obtain permission from the City to reserve City facilities and sign this form agreeing to the stated conditions before the proposed use.
2. Special Events of a certain size may be required to submit a site plan.
3. The City assumes no responsibility for injuries or problems of any type associated with the event.
4. The applicant will need to prepare the field(s)/park(s) for the opening event. Preparations can be made up to 48 hours before the event; however, the City is not responsible for the security or maintenance of such preparations.
5. Applicant is required to help control litter and clean facilities after the event and is liable for all bills/damage resulting from said event.
6. All applicants will be required to provide a deposit unless the City Manager or the City Commission waives. The usage fee may also be waived for applicants who are residents within the City's corporate limits. [Note: Proof of address may be required to qualify as a City resident applicant]. Applicants who are not residents shall, at a minimum, pay the usage fee if the event is located on or in a public facility.

This agreement is not intended to be all-inclusive. All laws, ordinances, and other guidelines/rules of the City and State must be adhered to. Failure to comply may result in cancellation of the event, forfeiture of all fees and deposits, banned from future use of the City facilities, and/or prosecution of relevant civil or criminal laws.

INSURANCE

___ If this paragraph is initialed by the City Manager, the applicant shall be required to carry occurrence for a general liability policy that shall name the City as an additional insured, with a right of defense, with minimum coverage protection of \$200,000 per claim/\$300,000 per event.

___ If this paragraph is initialed by the City Manager, the applicant shall be required to carry occurrence from the general liability policy that shall name the City as an additional insured, with a right of defense, with minimum coverage protection of \$1,000,000 per claim/\$2,000,000 per event.

INDEMNIFICATION: THE ORGANIZATION AND/OR THE UNDERSIGNED INDIVIDUAL AGREE TO INDEMNIFY AND SAVE THE CITY AND ANY OF ITS AGENCIES, SUBDIVISIONS, OFFICIALS, AND AGENTS, HARMLESS OR ACCOUNT OF ANY AND ALL CLAIMS FOR DAMAGES TO PERSONS OR PROPERTY WHICH ARISE FROM ANY ACTIVITY RELATED TO THE SPECIAL EVENT HELD BY THE ORGANIZATION OR OCCURRING AT ANY PARK OR FACILITY PROVIDED TO THE ORGANIZATION UNDER THIS AGREEMENT, DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF THE ORGANIZATION, ITS AGENTS, CUSTOMERS, EMPLOYEES, EVENT PARTICIPANTS OR ANY OTHER PERSON ATTENDING THE SPECIAL EVENT OR LOCATED ON THE FACILITIES OR PARKS PROVIDED TO THE ORGANIZATION WITH THE EXPRESS OR IMPLIED PERMISSION OF THE ORGANIZATION. THE ORGANIZATION AGREES TO REIMBURSE THE CITY AND ANY OF ITS AGENCIES AND SUBDIVISIONS FOR ANY AND ALL LOSSES INCURRED BY THEM, INCLUDING ATTORNEY'S FEES, EXPENSES, AND COURT COSTS THAT ARISE FROM ACTIVITIES RELATED TO THE SPECIAL EVENT OR OCCUR IN THE FACILITIES AND PARKS PROVIDED TO THE ORGANIZATION.

(Sign and Print Name)

ACCEPTANCE OF RENTAL AGREEMENT

I hereby agree to rent the facility subject to the rules and regulations of the City, including but not limited to the above-stated conditions, and I understand that as the person(s) and organization desiring the use of said facility I will be responsible for all damages to building and/or property resulting from my usage of the facility. The signature of this document verifies that the signers have read, understood, and agree to abide by the rules and regulations outlined herein in the document entitled.

CRESCENT CITY RESERVES THE RIGHT TO CANCEL THE AGREEMENT AT ANY TIME IT DEEMS NECESSARY.

signature of User or Authorized Group Representative

Date

FOR CITY USE ONLY

Signature: City Manager

Designee Sheriff's Department

ADDITIONAL CONDITIONS REGARDING THE USE OF CITY FACILITIES:

Deposit amount due: _____

Date Paid: _____

Usage Fees due: _____

Amount Paid: _____

Fees/ Deposit Collected By: _____ Date: _____

FOR THE CITY OF CRESCENT CITY STAFF FOLLOWING EVENT:

COMMENTS REGARDING CONDITION OF FACILITIES FOLLOWING THE EVENT:

Amount of Deposit Returned: _____

Employee Signature: _____