



City of Ocala
Recreation and Parks Department
Rental Facility Rules and Standards for Use and Permitting

The City will not accept permit requests less than 30 calendar days before the requested rental date (except for pools due to their seasonal nature).

All facility use permits are subject to the terms and conditions provided herein.

The Permittee understands and agrees that the Permit is subject to the approval of the Director of Recreation and Parks (or Designee) and all applicable ordinances. The City reserves the right to not issue a permit to any person or business. Any misrepresentation in the permit application or violation of the terms of the permit may result in immediate closure of the event and forfeiture of all monies paid.

The Permittee is responsible for the actions of all persons, including employees and guests on the permitted facility. The Permittee is liable for all damages that result in costs to the City including damage to the facilities and any equipment both inside and outside of the facility and any additional costs for City services such as police, fire, public works, recreation & parks, etc., that are necessitated by any disturbance, problem or violation of law by the Permittee and/or its guests, employees and patrons.

The Permittee agrees to keep the noise at levels defined by the City Noise Ordinance. Violation of the Noise Ordinance will result in the event being shut down. Any Permittee who fails to adhere to the Noise Ordinance will be prohibited from renting a City facility for 12 months.

The Permittee understands that Ocala Police Department (OPD) or Ocala Fire Department (OFD) may make periodic checks on the rented facility. The Permittee agrees to have the rental permit in his or her possession and produce it on request to any OPD or OFD officer, at the time of the function.

If any legal action or other proceeding is brought for the enforcement of the permit terms or if any legal action is brought for any breach, default or misrepresentation in connection with any provisions of the permit, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding (including, without limitation, appeals or bankruptcy proceedings), in addition to any other relief to which such party or parties may be entitled.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

A failure to assert any rights or remedies available to a party under the terms of the permit, or a waiver of the right to remedies available to a party by a course of dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy under the permit, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

These rental facility rules and standards for use and the accompanying permit issued by the City of Ocala Recreation and Parks Department represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of these terms and the permit may not be amended, supplemented, waived, or changed orally but only by writing making specific reference to the permit signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

The Permittee agrees to indemnify the City and its elected officials, employees and volunteers against, and hold City and its elected officials employees and volunteers harmless from, all damages, claims, losses, costs, and expenses,

including attorney fees, which City or its elected officials, employees or volunteers, may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the Permit or the condition of the facility, or as a result of Permittee's possession of the facility, including, without limitation, harm or personal injury to the Permittee or third persons during Permittee's possession of the facility.

Event Booking Process and Payment Terms

1. A Facility Event Application must be submitted before a facility can be tentatively reserved. No payment is due, nor will any be accepted at this time.
2. **The City will not accept permit requests less than 30 calendar days before the requested rental date (except for pools due to their seasonal nature).** Exceptions will only be permitted upon approval by the Recreation and Parks Director and only for events/circumstances which could not reasonably have been anticipated in advance as determined by the Director at his/her discretion.
3. The Recreation and Parks department will determine whether the event requires a Rental Permit, a Special Event Permit or a MOU/Lease at the department's sole discretion. Once this determination is made, the appropriate staff will contact the applicant to process the necessary permit.
4. **The security deposit is due when the permit paperwork is processed. All other fees are due 90 days before the event date (This doesn't correlate with the 30 days above). Reservations made less than 90 days before the date of the event must pay ALL fees when the permit is processed.**
 - a. **Payments made 60 days or more before event date: (This doesn't correlate with the 30 days above)** May be made by personal check, money order, certified check, cash, or credit card. Checks and money orders must be made payable to the City of Ocala.
 - b. **Payments made less than 60 days before the event date: (This doesn't correlate with the 30 days above)** Must be by certified check, money order, cash, or credit card. Personal checks will NOT be accepted for any payments made less than 60 days before an event. Certified checks and money orders must be made payable to the City of Ocala.
5. Taxes must be paid at the time fees are paid unless a copy of the organization's Florida State sales tax exempt certificate accompanies the payment.
6. **The Permittee must be the same person signing the permit or, if a business entity is the Permittee, the person signing must have full legal authority to execute the permit on behalf of the entity for whom he or she is signing and to bind and obligate such entity with respect to all provisions contained in this agreement. All receipts will be issued in the Permittee's name. All forms of payment must be in the Permittee's name. For example, Permittee's name must appear on any credit card used or check issued.**
7. In no case shall the permit be assigned or sublet by the Permittee without the written consent of the City.
8. If a Special Event Permit is required, additional fees will apply based on the size, staffing requirement and OPD officer requirements. Permit fees apply. See separate section below for more information on special event requirements.

Deposits and Cancellation Terms

1. The City reserves the right to cancel reservations in the event that inclement weather or unforeseeable conditions present a potential danger to the user, staff, guests or the facility.
2. The security deposit converts to damage deposit at time of event and is fully refundable after the event if no charges are assessed. The City of Ocala reserves the right to demand a damage deposit higher than advertised or previously disclosed rates at any time prior to the use of the facility based on information the City receives related to the nature of the event.
 - a. **In case of cancellation of the event more than 90 days prior to event, one half of security deposit and all of the administrative fee is non-refundable. (This doesn't correlate with the 30 days above)**
 - b. **In case of cancellation less than 90 days prior to event, the entire security deposit and administrative fee is non-refundable. (This doesn't correlate with the 30 days above)**

3. Alcohol deposit (at facilities where alcohol is permitted only): For events serving alcohol, an alcohol deposit equal to the amount of the damage/security deposit is required. This alcohol deposit is fully refundable upon cancellation or after event if no charges are assessed.
4. **Additional fees may be assessed against the damage deposit and/or alcohol deposit or billed and paid by Permittee as follows:**
 - a. \$50.00 and up for an excess cleaning fee (for events that do not properly clean up after event as herein specified).
 - b. \$50.00 for every half hour the event goes past the designated/permitted number of hours as noted on the permit.
 - c. Actual cost for damages to the facility.
 - d. \$100.00 for affixing decorations to the walls, doors, ceilings, windows, etc.
5. **The entire damage and alcohol deposit will be forfeited under the following circumstances:**
 - a. Law enforcement or fire department has to be called due to Permittee or Permittee's guests' use of facility.
 - b. If it is determined that the Permittee misrepresented the type of event, music or entertainment to be provided.
 - c. It is determined that alcohol was consumed at an event that was not permitted for same.
6. If damages to the facility exceed the amount of damage/alcohol deposit, Permittee shall be liable to City for costs related to same and shall reimburse the City for associated costs of repairs within 30 days of receipt of invoice.
7. Refunds of damage deposits, less any assessments, will be made 30 days after event date. If damages require repair, the damage deposit refund may be delayed until staff can ascertain the cost of repairs.
8. **Refunds will be issued to the Permittee listed on the permit only. No exceptions to this policy will be made.**
9. If any portion of the damage deposit is retained or if there will be delays in refunding the deposit due to damages assessed, Permittee will be notified of reason for same.

General Facility Regulations

1. The terms "facility" and "premises" shall be interchangeable when used throughout this policy.
2. Permittee agrees to accept the premises in its physical condition "AS IS" and understands the City has no intent or obligation to provide services to ready the meeting/banquet room for the Permittee's use other than general services described herein.
3. The facility rental fee provides for designated rental space(s), lights, heating or air conditioning, restrooms and tables/chairs only. The City will ensure the room is clean in advance of the permittee occupancy. The City recognizes that "clean" is a subjective term. Permittee should familiarize themselves with the general cleanliness of the facility and can expect the space they rent to be comparable.
4. The City will make tables and chairs available to Permittee up to the number we keep on hand at the facility; however, the City will not set up or arrange the tables and chairs. It is the Permittee's responsibility to set up and to breakdown tables and chairs for their event.
5. No occupancy of the facility outside of the perimeters of the designated rental room(s), hallway, and restrooms is allowed for Permittee activities unless otherwise noted on the permit. Permittee shall ensure that Permittee's guests do not access any other portion of the facility.
6. Cooking is allowed in designated areas only. If Permittee expects to utilize any exterior areas for cooking (i.e. grilling), Permittee must advise City of this in advance and same must be indicated on the approved permit. Kitchens are for warming and storing food only, and not for preparing food. The City is not required to provide other items required by Permittee to use kitchen facilities (i.e. pans, utensils, etc.)

7. The rental of the facility does not include the rental or use of the park in which the facility is located unless specifically included in the rental/event permit.
8. Permittee shall ensure that Permittee's guests use designated parking areas only and are not permitted to park vehicles on the grass or park property not otherwise designated for parking. This requirement must be strictly enforced by Permittee.
9. Permittee is responsible for ensuring that their guests are not in the park after posted park closing hours if their event extends past the park closing time.
10. Other events may take place in other areas of the building or in the park without notice to the permittee.
11. **The City of Ocala will deal directly with the Permittee only and with no other party including caterers, rental companies, family members, etc. unless advanced arrangements for a designee are made in writing.**
12. The Permittee is responsible for the orderly conduct of attendees and must be in attendance for the duration of the event.
13. For the entire duration of the rental/event, Permittee must ensure the premise is secure when it is not in use or when the Permittee leaves the premises. All personal property placed or moved into the leased premises shall be at the risk of the Permittee and the City is not liable for any damage to the Permittee, or any personal property, by reason of any act of negligence by the Permittee, any City employee, or any other person whomsoever.
14. The Permittee is responsible for ensuring that their event does not exceed maximum capacity as stated on the permit. The Permittee may not bring in additional tables or chairs to accommodate a number of persons more than such capacity. All tables and chairs brought in for an event must be removed the same day immediately following the event.
15. Alcoholic beverages may be served in the Union Station and Discovery Center facilities only as part of an approved permit and with proper deposits paid. Alcoholic beverages cannot be distributed, sold, or given away as part of the admission to an event which is selling or pre-selling tickets to an event, etc. unless the proper state license has been obtained and proof of same is provided to City. **Alcohol is NOT permitted at any Community Recreation Centers or Aquatic facilities (This includes Jervey Gantt and Hampton Aquatic Center, Lillian Bryant Recreation Center, and E.D. Croskey Recreation Center). It is Permittee's responsibility to monitor and enforce this requirement.**
16. **Smoking is not allowed in any City building or within 25 feet of the entrance or exit to the building. It is Permittee's responsibility to monitor and enforce this requirement.**
17. Animals are prohibited to enter facilities except for service animals.
18. The Permittee is not to post, attach, or affix signs, posters, or publicity of any kind upon any recreation, park or city property, including inside and/or outside of any facility, nor any trees, fences, City power poles or any other public property, etc., not specifically designated for posting public notices.

Decorations/Equipment

1. **All decorations must be free standing. No affixing decorations to walls, doors, windows, light fixtures, etc.** The use of nails, tape, tacks, "Command branded" and similar adhesive fasteners, or the like to fasten decorations or other materials to walls, doors, or from the ceiling is expressly prohibited.
2. The use of any open flame, candles (wick or wickless), incense, or fireplaces is strictly prohibited inside of the facility or anywhere on the property.
3. The use of fog machines, smoke machines, "cold spark" machines, or any other pyrotechnic devices are prohibited inside of any facility.
4. The use of rice, confetti, bubbles, silly string, glitter or birdseed is prohibited inside of the facility and/or anywhere on the property.
5. Extension cords exceeding eight (8) feet are required to contain an Underwriter's Laboratory (UL) label.
6. City shall not be liable for any damage or loss to any property of the permittee from any cause whatsoever while said property is located at the facility.

7. All decorations and equipment belonging to permittee must be removed from the facility at the conclusion of the event.
8. All trash must be removed from the facility and placed in the dumpsters located at the facility.
9. Floors must be cleaned immediately in the event of spillage and swept if littered with excess debris.
10. All tables and chairs must be cleaned off and returned to their original location.
11. Under no circumstances shall the Permittee apply dance wax, meal, or any other substance to any floor for any purposes whatsoever.
12. The use of live plants is permitted if placed around walls so as not to obstruct exits and doors. Moisture proof mats or pads are required under each container.
13. No large exhaust fans to be placed on floors near doorways or exits.
14. All of Permittee's or Permittee's sub-contractor's equipment must be removed from the building at the end of the event.
15. The City is not responsible for any item left in building, nor will the City store Permittee's equipment.

Times of Rental

1. **All events must end by 11:00 p.m. at which time all music must be turned off and lights turned on. The facility must be cleaned up and Premises vacated by Midnight. Failure to comply will result in loss of deposit and additional fees.**
2. **The Permittee must pay for all times that they need to access the premises. This includes set-up, caterer access, breakdown times and any other activities that require access to the facility. Additional time before or after the permitted time will be billed against the Permittee's damage deposit at \$50 per half hour.**
3. No changes to the event times will be permitted less than five calendar days before the event.

Checking in at the Beginning of the Event

1. **Early check-in or facility access will not be permitted by permittee or any sub-contractors (decorators, caterers, etc.)**
2. **The Permittee (or WRITTEN designee) must meet staff at the designated permit start time to complete the pre-event checklist.**

At Conclusion of Event

1. Permittee must remove all trash from the facility and place it in the exterior rolling carts or dumpsters designated for same.
2. All decorations and all Permittee or Permittee's guest's items must be removed from premises.
3. The floor must be cleaned immediately in the event of spillage and swept if littered with excess debris.
4. All tables and chairs must be cleaned off and returned to their original location.
5. **Permittee must meet a staff person at a predetermined time at the end of the event to review and sign the post-event checklist.**

Special Events at Rental Facilities

1. The following events shall be deemed a special event and as such shall require a special event permit and shall be subject to the guidelines set in place for all special events held on City property.
 - a. Events for which admission is charged either at the door or by pre-selling tickets.
 - b. Events at which food and craft vendors will sell their merchandise.
 - c. Any other facility permit request that City at City's sole discretion determines should fall under this category.
2. Recreation and Parks Events staff will assist the Permittee through the special event permit process.

3. The Permittee shall provide the City with a copy of the Occupational Licenses and/or insurance (if required) for any sub-contractor/s who provides services such as food, music, photos, etc. A special event license may be acquired as an alternative to individual vendor licenses.
4. The Permittee may be required to provide the City with a Certificate of Insurance meeting the City's requirements for same at City's sole discretion.
5. The Permittee must provide a number of off-duty police officers as determined by the Ocala Police Department and pay all associated fees.
6. Note that OPD officers work event security at their own will. They are not required to take these details. OPD does not guarantee officers to be available. If officers are not available, City will not issue a final permit for the event even if the Permittee has already advertised the event. For this reason, it is important to make arrangements with OPD well in advance.
7. Food service at events deemed to be a "special event" for purposes of this policy, must comply with State requirements for food service events and the Permittee is responsible for notifying the State of Florida that they intend to hold a food service event. Permittee should familiarize themselves with the State requirements and exemptions. More information can be found at their website: Dhr.info@myfloridalicense.com.

Youth Events

1. **For purposes of this policy**, a youth event is one at which attendees will primarily be youth aged 11 through 20 years, music will be played and dancing is expected.
2. There cannot be any alcohol or tobacco products present at a youth event.
3. Permittee must provide a minimum of six adult chaperones and a minimum of two law enforcement officers at a youth event.
4. Permittee must register the youth event with the Ocala Police Department (352-369-7000); make a written request for police officers; pay for same; and provide documentation to the Recreation and Parks Department no later than 15 days prior to the event.
5. Note that OPD officers work event security at their own will. They are not required to take these details. OPD does not guarantee officers to be available. If officers are not available, City will not issue a final permit for the event even if the Permittee has already advertised the event. For this reason, it is important to make arrangements with OPD well in advance.

We look forward to helping you have an awesome event!