

ADDENDUM to Permit Rules and Regulations

The following rules and regulations revised 8/2/10 are in addition to Village of Pinecrest Parks and Recreation Rules and Regulations and govern all permits. The Renter is responsible for full payment upon reservation. This includes rental fee, tax and security deposit. Reservations may be made up to 11 months in advance.

The Renter may not have exclusive access to the park facilities including rights to reserved parking. The area (s) specified in the permit(s) are the only areas of exclusivity to the renter. Set up and breakdown times are included as part of the standard 3 hour rental for birthday parties at all parks. The Village of Pinecrest reserves the right to move an event to another area due to safety issues and or technical difficulties. No more than one event shall be scheduled at any given time. The Parks and Recreation Department reserves the right to schedule up to 2 events should the Department deem it necessary. Setting up outside the areas specified on your contract is not permitted. All events at all parks must end 1 hour prior to park closing.

The Parks shall not be held liable for unforeseen closing, of the Playground due to safety reasons or mechanical failure.

To protect our fauna and to ensure continued availability of the grounds as event spaces, we request your cooperation with the following:
Smoking and alcohol is prohibited at all parks. Failure to provide Proof of Liability insurance may result in the shut down of the event.

Helium balloons may be used if they are tied to weights **ONLY**. Attachable decorations such as banners and streamers may not be used at any park unless attached to moveable structures brought in by the renter. Inflatables, mechanicals, cotton candy machines and snow cone machines **are not** allowed at Evelyn Greer Park and Suniland Park. **Inflatables, mechanicals, snow cone machines and cotton candy machines are allowed ONLY at Coral Pine Park. Party rental supplier must provide own generators and liability insurance.** Water Features and Grilling are NOT allowed at any of the parks in the Village of Pinecrest.

Confetti, glitter, silly string or items containing a live flame, such as but not limited to, tiki torches, candles (except on birthday cakes), hurricane lamps or GRILLS may not be used at any park in the Village of Pinecrest. Releases of birds or animal shows are not allowed on the grounds. Dry rice is not permitted, however, birdseed or loose flower petals may be used with prior notice given to the Parks and Recreation Office.**

Amplification used for entertainment or exhibitions shall be audible **ONLY** within the area of the permitted activity. Failure to turn the volume down when instructed to do so by Park Staff shall result in the Police Department being contacted and amplification equipment being turned off for the remainder of the event. All activities are subject to approval by the Parks and Recreation Department Director or authorized Park Representative. Maximum attendance capacities must be strictly adhered to and will be enforced.

Changes will not be made unless written notice is received in writing by the Parks and Recreation office. You are responsible for all information stated on the permit. Additional hours must be added 1 week prior to the event. In the event that permit holder is running late, additional hours may be added and paid to attendant in the form of a check ONLY payable to Village of Pinecrest \$37.45 each additional hour at the beginning of the event. Failure to pay for the time on site will automatically forfeit entire deposit. Deposits may not be used to pay for additional hours.

CANCELLATION POLICY: No refunds are made unless written notice is received of cancellation at least thirty (30) days in advance. All cancellation under thirty (30) days are subject to a penalty of 100% the rental fee. A standard service fee of \$20 will apply to all cancellation regardless of notice time. Deposit refunds will be automatically processed. Credit card payments will be refunded back to the credit card within 72 hours of event or cancellation. Check payments will be refunded within 3 weeks after the event takes place or cancellation is processed.

I acknowledge and understand that failure to adhere to the Permit Rules and Regulations, Park Handbook, Addendum and Weather Clause may result forfeit of deposit and shut down of event.

Name: _____ Signature: _____ Date: _____

****Coral Pine Park allows animal shows only when the Village of Pinecrest Parks and Recreation Department is provided with proof of liability insurance in the amount of \$1,000,000 and naming the Village as additionally insured. Must include the contract between the renter and animal show company.**

+ All party rental companies supplying inflatables and mechanicals must provide proof of liability insurance in the amount of \$1,000,000 and naming the Village as additionally insured.

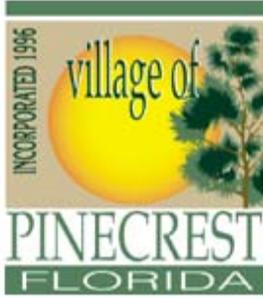


Village of Pinecrest Parks and Recreation Department PERMIT RULES AND REGULATIONS

INITIAL

The following Rules and Regulations govern all Permits, unless the Rule or Regulation is specifically waived for your activity, by the Village of Pinecrest.

1. The reservation time must include the time to set-up, actual party and tearing down.
2. Reservations may be made for any period that the facility is available but not more than one year in advance. No refunds will be made unless written notice is received of cancellation at least thirty (30) days or more in advance. Cancellations under thirty days are subject to a penalty of 100% of rental fee. **All cancellations will be subject to a \$20 service fee.** Participant must present RECEIPT to park attendant on day of party.
3. The use of alcoholic beverages and gambling, in any form, is prohibited. Music in any form must comply with the Miami-Dade County Code. Any music or noise audible from outside the park property is prohibited.
4. All use of park facilities must be by permit approved by the Village Manager, or his/her designated representative. The Village Manager may approve or reject any Permit application with or without cause.
5. Permits cannot be transferred, assigned, or sublet.
6. The Permittee will be held responsible for the conduct of the entire group. It shall be the right of the Director, or his/her designated representative (park staff), to expel from Village property any person(s) violating the established Rules and Regulations or, in the opinion of the Director, or his/her designated representative, constituting a public nuisance (**rules #21 and #33 in handbook**).
7. The Permittee must furnish all personnel required to perform the approved activity.
8. Relocation or rearrangement of Village property will not be permitted unless specifically authorized by the Director, or his/her authorized representative. No decoration or form of advertising will be permitted unless specifically approved by the Director or his/her designated representative.
9. Placement, relocation, rearrangement, or removal of the Permittee's property, owned or hired, may only be done in such a manner as approved by the Director, or his/her designatee.
10. Permittee shall return all Park and Recreation Division materials and/or equipment to their designated location within the prescribed time limit.
11. The Permittee shall provide at its own expense such professional traffic and security control personnel as required by the Director, or his/her designated representative.
12. The Village of Pinecrest Disclosure Affidavit must be complete and notarized. (IF APPLICABLE)
13. The Permittee shall observe, obey and comply with all "Parks and Recreation Division Rules and Regulations" and all applicable Village, County, State, and Federal Laws, Rules and Regulations and any specifications use regulations.
14. The sale of any merchandise and/or services is expressly forbidden. Where tickets are used to obtain meals, beverages or services, the sale of the same cannot be made in the park. The Permittee shall procure at its own cost and expense all necessary licenses and permits required by law.
15. When vacated, facility shall be returned in same condition as received. Security will be forfeited for any damage, vandalism, missing equipment, failures to clean up after use, or failure to comply with rules and regulations (**see rule #21, page 5 in handbook**) including time penalties. Clean up areas and equipment at the close of each activity in such a manner that they can be used without additional cleanup by park personnel.
16. Permittee assumes all risk in use of the site and shall be solely responsible and answerable for damages for all accidents and injury to person or property and hereby covenants and agrees to indemnify and keep harmless the County and their officers and employees, from any and all claims, suits losses, damage or injury to person or property. Insurance requirements will be at the facility manager's discretion.
17. Insurance requirements. The Permittee shall maintain the required insurance during the term of this permit. Certificates of Insurance shall be provided to the Village evidencing the following insurance coverage's:
 - (A) Public Liability on a comprehensive basis, products and completed operation (if applicable) in an amount not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Policy shall be endorsed to show the Village of Pinecrest as an additional insured, and that no modification, change or cancellation of insurance will be made without 30 days written notice to the certificate holder.
 - (B) Automobile Liability Insurance for all owned, non-owned, and hired vehicles used in connection with the permit in an amount not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage. If State Law requires a higher minimum limit of liability because of the type of operation covered by this permit, then Permittee shall be required to maintain insurance in compliance with State Law. The Village's Risk Management Division reserves the right to amend these insurance requirements if it is in the best interest of the Village to do so. The Permittee must deliver a Certificate of Insurance to the Division before starting any operation.
18. Maintain records of purchasing, sales and all transactions that result from doing business within a Village Park. The records kept should be able to satisfy normal auditor's bookkeeping requirements. The records should be available for possible audit by the Village of Pinecrest Auditors and Parks and Recreation Department officials.
19. Abide by all health regulations if dispensing food and drink.
20. Operate portable facilities (refreshment stand, staging, etc.) only during designated scheduled activities and only when such operation is not in conflict with other scheduled park programs.



Weather Clause

The Village of Pinecrest holds a rain or shine weather clause. Outdoor activities and events are not dependent upon weather conditions. Where any event has to be canceled by the renter due to poor weather, refunds will not be provided and cannot be moved to another date.

Renter cannot set up anywhere else if it is not specified in the permit.

For the protection of our patrons and park employees, all park events for the Village of Pinecrest will be canceled during an official "Hurricane Watch" and all monies paid to the Village of Pinecrest will be refunded in full to the patron.

We recommend all permit holders to visit the parks within 2 weeks after a hurricane strike in order to decide if the facility meets expectations.

Playground canopies will be removed in preparation of storms and will be replaced as soon as it is possible. Many times due to storm activity, canopies are not replaced until the end of hurricane season. The park shall not be held liable for removal of canopies or delay of re-installation.

Date: _____

Function: _____

Name: _____

Signature: _____