

MORTON & BARBARA MANDEL RECREATION CENTER

FACILITY RENTAL POLICIES

Town of Palm Beach Recreation Department
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2019



SEAVIEW AVENUE ENTRANCE (INCLUDES TENNIS PAVILION)
MORTON AND BARBARA MANDEL RECREATION CENTER

Mandel Recreation Center

General Information and Rental Policies

The contents of this document may be revised without notice. If printed please check the website for any updated versions. Renter and all parties involved will be responsible for adhering to the most current version of the Mandel Recreation Center general info and rental policies. The Town of Palm Beach has first priority to its facilities and reserves the right to cancel and/or relocate events and meetings as needed.

Rooms

- **Multi-Purpose Room or Game Room (includes exterior Colonnade by request)**
 - 1020sq ft./ 900sq ft.
 - Maximum Guests: 70/24
 - 30' x 34'/ 30' x 30'
 - \$130/hr.
- **Class Room**
 - 459sq ft.
 - Maximum Guests: 20
 - 27' x 17'
 - \$60/hr.
- **Smith Field House**
 - 4264sq ft.
 - Maximum Guests: 280
 - 52' x 82'
 - \$200/hr.
- **Tables, Chairs and Other Rental Equipment**
 - A limited number of tables and chairs may be provided for use. Table sizes include rectangular 6'x2.5' tables (recommended for 6 persons) and rectangular, narrow conference table 6'x18" (seating 3 to 4 persons only on one side). There is also a limited number of cushion and/or hard chairs available. We are very limited with equipment so we are only able to accommodate simple set up needs.

Rental Conditions:

- Rental requests must be submitted at least 30 days prior to the event date.
- The Town of Palm Beach Recreation Center shall be available for rental by Town residents/organizations only, as long as their activities will not interfere with the utilization of such facilities by the Town for its own programs.
- In addition, for each sponsor or event, the majority of its members/participants must reside, own property or a business, or be employed by the Town of Palm Beach. Any event publicity shall be limited to the Town of Palm Beach.
- Admission fees or donations will not be permitted unless approved by the Town prior to the event. The sale of goods, services, food or beverage is not permitted unless approved by the Town prior to the event.
- Please note, rentals are taxable.
- Groups claiming non-Profit status will be required to provide documentation verifying their tax-exempt status each time the group applies for a permit. A non-profit does not automatically qualify you as tax exempt. You must specifically have a valid "Florida State Tax Exemption Certificate" to qualify for tax-exempt status.

- The Renter shall be responsible for the condition of the facility, its furnishings and equipment. The Renter will assume the cost of cleaning, repairing or replacing any Town property which is not returned in pre-rental condition.
- No outside equipment is permitted unless approved by the Town prior to the event.
- The Renter shall supervise the event or activity to ensure there is no abuse of the facility, nor any violation of the laws of the State of Florida, Charter and Ordinance of the Town or any other regulations of the Town of Palm Beach. Events expected to exceed 100 persons in attendance shall require Town Manager approval. Events involving children age 17 and under will require adult supervision at a ratio of 1 Adult per 10 Children.
- Rentals must conclude by 10:00 p.m. - unless a later time is pre-approved by the Town.
- All rentals will be charged a minimum of three (3) hours for each applicable fee.
- The rental fees may be paid in cash, by check (the event is not considered reserved until the check clears), Visa, MasterCard, Discover, and American Express.
- The rental fee includes the use of existing restrooms, water and electrical utilities.
- Common areas located in the Mandel Recreation Center are not for rent and can only be used for entrance/exit to the event. Crowds congregating in common areas will be asked to disperse to the rented area(s). Doors are not to be propped open in any room under any circumstances except for short periods of loading and unloading equipment/supplies.
- The Town of Palm Beach does not supply decorations, linens, tableware, silverware or place settings or catering supplies.
- Disruptive or dangerous behavior will result in contacting the Palm Beach Police Department.
- The Applicant, by endorsement, certifies the information provided is true and correct and he/she has read and understands the regulations governing the use of the Mandel Recreation Center and agrees to comply with such regulations. Failure to comply with the rental conditions may prohibit future rentals.

Reservation Process:

Once the Request Application has been received, you will be contacted within 5-7 **business** days regarding your event's approval. Additional information may also be requested during this period. If your event is approved you will receive an e-mail with instructions on how to pay the required fees and confirm your reservation. An event is not confirmed until a written agreement has been signed and payment is collected. Approval for use will be on a first come first served basis and will be based upon availability, set up needs and staffing availability. Rentals will not be permitted to disrupt the normal operations of the Mandel Recreation Center.

There is no fee for submitting a reservation request application.

It will be at the sole discretion of Town employees to determine the number of staff needed to supervise an event. The additional staff charge is \$55/per hour/per staff member.

The initial security deposit, \$250 minimum, is due upon submitted application. The actual deposit will be determined by rental party size, and/or number of rooms rented. If rental is denied, the initial security deposit will be returned/refunded. Security deposits preferred to be paid in cash or by credit card (MasterCard, Visa, Discover, Amex accepted). Paying by check will delay the review of your application until check clears.

Insurance Requirements:

Renter and any vendors providing items of service to said event shall provide at its own cost and expense General Liability coverage with limits no less than \$1,000,000 per occurrence, endorsing the Town of Palm Beach as an additional insured. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular event.

A licensed vendor must be used to serve alcohol. The licensed vendor shall obtain at its own cost and expense liquor liability coverage with limits not less than \$1,000,000 per occurrence specifying the approved event on the COI.

All Certificates of Insurance shall be provided to Ebix, the Town's insurance certificate management service provider at townofpalmbeach@ebix.com. All insurance requirements must be approved prior to the event.

Failure to comply with this section may result in the cancellation of your facility rental.

Set Up/Decorations

Access Approval Time

This is the time when you have been approved by Town staff to enter the facility for set up purposes. The billing now starts for your event. It is not the same as a "set up fee" as this is YOUR time to begin set up. For example, if your event started at 6pm and you wanted access at 3:00pm for decorating purposes you would be charged per hour for 3 hours leading into your rental, and rental ends when all participants and vendors have vacated the premises. (Note: hourly rental fees are estimated and final cost of rental will be determined at the end of the event at which time, renter will be notified if additional monies are required).

The facility shall be inspected by the facility supervisor both before and after use.

Recreation staff can assist with table/chair set-ups for a minimum \$100 fee. Recreation Department staff, at its sole discretion, will determine if set-up can be done in-house.

The Renter will receive the room as close to the specified set up diagram specifications as possible by the start of the **access approval time**.

The Renter is required to provide Town staff a detailed layout of the room set up and decorating plans within ten (10) working days of the event. If no written layout is received by this time the Renter will be subject to, as applicable, the layout design of Town staff or have the event considered canceled. If the Renter wishes to make minor changes to the layout, they may do so on their own. No major changes to the layout will be permitted inside of ten (10) working days prior to the event.

All decorations must be pre-approved by Town staff.

1. Decorations must be free standing or tabletop.
2. ***No items may be attached to the walls!***
3. Lobby or Activity Room furniture may not be moved or rearranged.
4. Fog machines are not permitted in the recreation center.
5. Plants must have drainage protection for carpeting/flooring.
6. Tape, tacks, nails, screws, staples or other surface adhesives or objects that may damage the walls or other Town property are not permitted. The Renter will be charged for any repairs.
7. Decorating the windows, light fixtures or painted surfaces is prohibited.
8. No balloons are permitted in the building until two hours before your event is to start. Only environmentally friendly balloons are permitted.
9. Candles are not permitted. Other lighted objects must be pre-approved by Town staff.
10. Throwing rice, confetti, birdseed or other materials is prohibited.
11. The Smith Fieldhouse floor must be covered for any events which are not athletic in nature.
Floor covers may be rented from multiple rental companies.

Security Deposits/Clean Up

Departure approval time is the agreed upon time your event will be cleaned up and all participants and vendors will be out of the Center and grounds. It does not refer to when your actual event will end.

- The Renter is required to pay a \$250 (minimum) initial deposit upon application (deposit amount will be determined based upon several factors, including rental party size, and/or number of rooms rented).
 - 100% of the deposit and 50% of the payment are due at the time of the request; the balance is due no later than 10 days prior to rental.
 - Cancellation fees:
 - 30 days = \$0 back to renter
 - 31-59 days = 50% back to renter
 - 60+ days = 100% back to renter
- Should additional clean-up be necessary after rental, a minimum of \$ 55/hr./per staff member will be charged.
- The Renter must deposit all trash in the trash dumpster located in the Royal Palm Way Municipal Parking Lot.
- The facility supervisor will inspect the facility both before and after use. If clean-up is necessary it will be done by the Renter or at the rate of \$55/hr./per staff member will be charged.

Clean-up must be completed within the specified time of your departure approval time. The Renter is responsible for making sure the restrooms, kitchen, rental space and outside grounds of the facility are clear of trash, food and beverage spills, personal belongings, rental equipment and decorations by the end of the cleanup period.

Garbage must be collected and placed in the trashcans located inside the facility, and it is the **renter's responsibility to take trash to the dumpster.**

To the fullest extent allowed by law the Renter and participants shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of the permitted use of the Town's facilities. The Town's approval of events shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statute 768.28.

The Renter shall report any personal injury, property damage, etc. immediately to the facility supervisor. The facility supervisor shall complete the Risk Management Supervisor's Investigation Report along with other applicable risk management forms within 24hrs after the completion of the event and provide same to the Town's Risk Manager.

The applicant is responsible for ensuring guests are not allowed to enter landscaped areas, or damage town property. Forfeiture of deposit or additional fees may be imposed for any of these violations.

Damage fees, if applicable, will be determined by Town staff. Damage fees are based on repair or replacement costs including labor incurred by the Town, and may exceed the deposit amount. All costs for repairs and/or full replacement of damaged property will be the responsibility of the renter directly or through the renter's insurance carrier. Any legal action required by the Town to obtain the full cost of repairs and/or replacement will include pre-judgment interest for property claims and Attorney fees and costs.

Damage Fees may be applied for:

- Stains on walls.
- Removal of stains requiring more than standard extraction techniques.
- Broken furniture and/or equipment.
- Defacement of any part of the interior or exterior of the building.
- Damage created by improper use of equipment or non-compliance of facility rules.
- Equipment found to be missing as a result of a group using the building.
- Unauthorized use of the kitchen or other rooms.
- Unauthorized extension of hours; this may include over time fees as well as additional rental fees.
- Equipment left for storage; this includes outside equipment rentals.
- Any other circumstances which justify a damage fee.

After the event, a post-function walk through will be performed. Mandel Recreation Center staff will visually inspect the building immediately following the function with the renter. Staff will review the room for possible damage, problems and/or left over equipment. Providing there are no deductions, a refund will be approved.

If there are deductions noted, course of action and cost will be based upon staff time and materials to repair damage. Once the deductions have been made, a refund requisition will be sent to the Finance Department and a check will be issued to the individual listed on record. This refund process will vary depending upon whether damage and repairs were required.

The Renter will be responsible for the replacement or repairs of any part of the building or its contents therein which becomes broken, defaced, or damaged as a result of the rental.

The facility and its contents will be left in the same condition in which the group found them.

Pre-qualified Vendors

A "pre-qualified vendor" simply means a business which has submitted the required paperwork and has been approved to do business with the Town as far as insurance requirements are concerned. Once a business has completed all of the registration requirements the business will be placed on the website rental area "Pre-qualified Vendors." This list will be available on the Facility Rental website in PDF format to all prospective clients looking to book events. This is not an endorsement of the vendor, as the renter may utilize a preferred vendor of their choice, but they must provide the appropriate insurance and any other necessary documentation to work as a vendor to the prospective renter.

Selling of Merchandise, Services or Admission Fees on Town Property

No group, individual or business is permitted to sell merchandise or services while on Town property. Admission fees or ticket sales must be held prior to any event; but not on Town property, and must be disclosed on the application for rent.

Alcohol

The Renter or individuals attending the function may not bring alcohol into the facility. Alcohol is permitted only at rentals that utilize a licensed vender who has current licensing and insurance to serve alcohol. The Town Manager must approve all rentals requesting to serve alcohol. Renter is responsible and assumes all risk regarding liabilities that may arise by those attending and drinking alcohol during the rental.

If the event is catered and/or alcohol is served, the caterer must be licensed to serve alcohol and must provide proof of licensing to the Town a minimum of 30 days prior to the event.

Alcohol service cannot extend more than four hours. Service must cease at least one hour prior to rental departure. Renter is responsible for ensuring all persons who drink are of legal age (21 years or older), no alcohol is served to intoxicated guests, and all state alcohol laws are obeyed.

Consumption of alcoholic beverages inside or outside the Mandel Recreation Center is prohibited unless an alcohol request is submitted and approved by the Town.

Alcohol may include liquor, beer, wine and champagne. Alcoholic beverages are restricted to the room(s) or areas rented and must be removed from the premises at conclusion of rental.

No kegs or similar types of containers are allowed

All alcohol beverages must be served in recycled, biodegradable plastic holding no more than 16 oz.

Recreation Department Staff reserves the right to suspend alcohol privileges at any time for any reason. Supervising staff may request verification of the age of any individual consuming alcohol. Underage drinking during any rental or event is strictly prohibited and will result in contacting the Palm Beach Police Department.

Parking

Parking is very limited at the Mandel Recreation Center. Request applications may not be approved due to limited parking during working hours. Parking is permitted in designated parking spaces only. If an event requires more parking than spaces available, the event will be declined. Renters may be required to provide specific off street parking.

Smoking

No smoking is permitted in any Town of Palm Beach facility or in any area of Seaview Park (the park in which the Mandel Recreation Center is located). Use of tobacco products is strictly prohibited per Florida State Statute 386.212 "Smoking and vaping prohibited near school property". Violators will be identified with security cameras and permanently removed from the facility.

Advertising Materials/Flyers

Under no circumstances will advertising materials, including flyers, be distributed from the Mandel Recreation Center. Any flyers or other advertising materials left inside or outside the Center will be removed.

Disqualifying factors for facility rentals:

- Use is considered contrary to the Town's best interest
- Advocacy to overthrow the Federal, State or Local Government
- Misrepresentation of rental information
- Previously caused or allowed damage to Town property
- History of hostile or violent behavior
- Business/residents will gain monetary benefit, directly or indirectly
- Past conduct has resulted in police or fire department response
- If number of rentals exceeds more than two times per month
- Rental disrupts the normal operations of the community center

Misrepresentation

The Town of Palm Beach reserves the right to withhold a portion of or all of the security deposit and shut down an event if it is found that the Renter has misrepresented information on any of the rental documents.

Misrepresentation is the responsibility of the Renter.

Examples of misrepresentation include but are not limited to:

- Failure to disclose the true nature of the activity
- Exceeding the reported number of guests or capacity of the facility/room
- Failure to report the service of alcohol
- Selling of merchandise, services and/or charging admission fees on the premises
- Gaining monetary benefits directly or indirectly

Cancellations/Refunds

If the required balances of fees are not paid within ten (10) days prior to the event, the Town of Palm Beach reserves the right to cancel any reservation with no refund.

A refund request must be made in writing from the individual who appears on the Mandel Recreation Center agreement. Verbal requests will not be accepted or qualify for refunds.

Refunds will be given on the following scale:

- A cancellation made on or less than 30 days = 0% Refund
- A cancellation made on or between 31-59 days = 50% Refund
- A cancellation made 60 days or greater = 100% Refund

The Town reserves the right to cancel any rental agreement in the event of a hurricane watch or warning posted within seven (7) days of the reservation date, or when other acts of God, catastrophe or unforeseen circumstances beyond the Town's control are present. In the event the Town exercises its cancellation right hereunder, it shall return in full the down payment and deposit collected from the Renter and shall not be responsible for any cost incurred by the Renter in connection with the canceled event.

Other General Usage Policies

1. The Town reserves the right to deem any activity inappropriate for the Center.
2. The Town reserves the right to limit the amount of weekend usage.
3. The Recreation Center will be closed on holidays and will not be available for rental unless pre-approved by the Recreation Department.
4. The operational plans of an event and the event itself shall not interfere with the normal operations of the Center. An event will be denied based on this item.
5. No pets are permitted in the Center with the exception of registered guide dogs who must be wearing the proper identification harness and vest. Owners must have paperwork available at all times especially upon first visit to the Center.
6. The Town of Palm Beach will not be responsible for any property that is left on the premises by an individual or group using the facility.
7. Town employees have the authority to enforce all rules and regulations governing the Center. If at any time the Renter, and/or the Renter's guests, becomes uncooperative with Town employees, the Palm Beach Police Department will be contacted to control the situation.
8. Anyone caught in the destruction of property will be personally held accountable for repairs and removed from the Center, and the Palm Beach Police Department will be notified.
9. Anyone caught using profanity, and/or fighting will be removed from the Center.

Any activity in the Mandel Recreation Center will be conducted according to applicable laws, rules, regulations, and Town Ordinances. These may be obtained by contacting the Town Clerks office or through visiting the Town's website at www.townofpalmbeach.com.

Recurring Meetings

Due to anticipated usage demands of the Mandel Recreation Center, recurring meetings will not be possible at this location until further notice.

No one organization will be granted the use of the facilities for more than two consecutive days per week and each group is limited to using the Center no more than twice per month.