

### Park Use Agreement & Permit

*Please Print*

Name of Applicant \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Alt Telephone Number \_\_\_\_\_

Park/Facility to be used: \_\_\_\_\_

Specific area to be reserved \_\_\_\_\_

Date of the Event: \_\_\_\_\_ Expected Attendance: \_\_\_\_\_

Set Up Time: \_\_\_\_\_ Event Starting Time: \_\_\_\_\_

Event Ending Time: \_\_\_\_\_ End Cleanup Time: \_\_\_\_\_

Describe in detail the type of Event/Activity: (Ex: Wedding, Birthday Party, Dinners, Reception, Etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will you need access to park area for loading/unloading? \_\_\_\_\_

Will electricity be needed? \_\_\_\_\_

*If yes, what are the power requirements?* \_\_\_\_\_

Will the Event have security? \_\_\_\_\_

Will Food and/or Drinks be Served? \_\_\_\_\_

**Park Use Agreement & Permit**

**Are You Proposing to Serve Any Alcoholic Beverages?** \_\_\_\_\_

*Note:* To serve alcoholic beverages a SC Dept. of Revenue license is required, and special permission must be obtained by the City of Florence and the Florence Police Chief. In addition, if approved, the lessee must provide proof of liquor liability insurance and name the City as an additional insured.

*Note:* The only Parks & Recreation Facilities which allow alcoholic beverages at this time are the Dr. Eddie Floyd Tennis Center, Florence Soccer Complex, Sports Complex Stadium and the Lawton-Chase House.

**Do you have the required insurance for your event?** \_\_\_\_\_

*See "Proof of Insurance" on the following pages for more information.*

*I have read the City of Florence Parks & Recreation Department's Park Facilities Use and Rental Guidelines and agree to abide by the conditions stated therein. I also understand that we may have to appear before the Parks & Beautification Commission for approval of event. I also agree to provide the City of Florence, if required, a Certificate of Insurance naming the City as Additional Insured.*

\_\_\_\_\_

\_\_\_\_\_

**Applicant Signature**

**Date**

**Please review and complete event information on following pages.**



**To Be Determined by City Staff**

*The Lessee shall make payment to the City at least 10 days prior to the scheduled date of usage.*

*Fee schedule can be obtained by calling or visiting the City of Florence Parks & Recreation Department.*

**USAGE FEE \$** \_\_\_\_\_ **DEPOSIT FEE \$** \_\_\_\_\_

**TOTAL =** \_\_\_\_\_

**Approved By:** \_\_\_\_\_

(Parks & Recreation Staff)

\_\_\_\_\_ **Date & Time Rec'd**

**Office Phone: 843-665-3253**

**Office Fax: 843-665-3264**

**Police Phone: 843-665-3191**

## **Parks & Recreation Department's Park Facilities Use and Rental Guidelines**

### **Proof of insurance:**

The Lessee shall provide to the City at least 10 days prior to the scheduled date of usage, proof of liability insurance acceptable to the City in which the City, Sponsor(s), Vendor(s), and Performer(s) are additional insured's. The Certificate of Insurance confirming coverage should indicate in the description of operations section the name of the event, date(s) of the event and activities encompassed in the event. The liability insurance should provide a minimum policy limit of \$1,000,000 per occurrence, \$2,000,000 for products/completed operations and general aggregate. The exact terms and conditions of such policy shall be specified by and meet the specifications of the City.

If Lessee does not have proper insurance coverage, it may be obtained through the Municipal Association of SC TULIP Program.

### **Compliance:**

The Lessee shall comply with all laws, ordinances and regulations adopted or established by federal, state, county or city governmental agencies and the Lessee shall not suffer or permit to be done anything on said premises in violation of such laws, ordinances, or regulations.

### **Payment of Fees:**

All applicable fees shall be paid at least ten (10) days prior to the scheduled date of the event. Any applicable licenses or permits shall be obtained and proof of same be provided prior to the payment of fees and execution of this agreement. Failure to pay and/or obtain licenses, insurance and permits as noted will result in denial of use by the City. The City reserves the right to seek restitution for any loss of revenues resulting from Lessee's failure to pay.

### **Hold Harmless:**

The Lessee shall defend, indemnify and hold harmless the City, it's officials, agents, servants and/or employees, each severally and jointly, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of every kind and description, including, but not by way of limitation, any and all direct and indirect costs of defense made against or incurred by such indemnities as a direct or indirect consequence of injury, sickness or disease, including death, to persons, injury or destructions of property, including without limitation the loss of use of such property, and any other cause of action whatsoever arising out of or resulting from or which would not have occurred or existed by for the existence of the Lease and Agreement. This indemnity shall include, but not by way of limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused or alleged to have been caused by any negligent or other act of any such indemnities.

### **Security:**

It is agreed that the City shall not be responsible for providing any security to the property or persons of the Sponsor, Performer, or the agents, servants, invitees and/or permittees of the Lessee. Any security provided by the City shall be for the sole benefit of the City only. If Lessee determines that additional security is needed, coordination should be made to employ off-duty City of Florence Police Officers at a cost to be incurred solely by the Lessee.

**Other Conditions:**

In permitting the use of the premises, the City retains the right, but not the duty, to enforce all necessary and proper rules for the management and operation of the premises. City employees and their designated agents shall be granted full access to the site without any restrictions whatsoever. It is understood that the Lessee shall not permit any event to be held upon the premises which would be offensive to public morals. Sound loudness levels of performances shall comply with all local ordinances. In the event that Lessee violates these regulations, the City reserves the right to immediately terminate the activity and/or performance and demand that Lessee immediately vacate the premises.

**Damages:**

The Lessee shall be liable to the City for all damages to the property or adjacent property. Lessee shall pay to the City the cost of repairs or replacement for any and all damage of whatever origin or nature which might have occurred during the term of the period of this lease.

**Cleanup:**

It is agreed that the City shall not be responsible for providing any event setup or cleanup unless otherwise stipulated in writing. Lessee shall be responsible for leaving event area in the same condition as they found it prior to the setup of the event. Trash shall be properly disposed of.

**Assignment:**

The Lessee shall not assign or sublet the premises and space covered by this agreement without the express written consent of the City.

**Other Conditions:**

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This instrument contains the entire agreement between the parties and shall not be modified except by written instrument. Any matters not expressly provided for herein shall be governed by the sole discretion and direction of The City of Florence.

LESSEE:

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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**IMPORTANT:  
PERMISSION TO USE THE SPACE REQUESTED IS NOT CONSIDERED APPROVED  
UNTIL YOU RECEIVE A COPY OF THE ENTIRE AGREEMENT APPROVED AND  
SIGNED BY THE CITY OF FLORENCE DESIGNEE.**

## Rules and Regulations for Use of Parks and Community Centers

1. Prior to any Use Of and/or Work Performed on City of Florence Park/Property and/or in the public rights-of-way of the City of Florence the following insurance requirements shall be met by the applicable person/firm/organization/vendor.
2. The parks open one (1) hour before sunrise and close one (1) hour after sunset, except for lighted events.
3. Trash receptacles are located in various areas of the facility. All trash must be appropriately placed in these receptacles during events.
4. Skateboarding is NOT allowed except at the Skate Park located at McLeod Park.
5. Pets are NOT ALLOWED in Community Centers. Service Animals ARE ALLOWED. Animals designated as **Therapy pets ARE NOT ALLOWED**. Pets are allowed in general park areas and must be on a leash at all times. Please clean up after your pet. For your convenience, pet waste stations are provided at various park locations.
6. Alcoholic beverages and illegal drugs will NOT be tolerated in any park or community center.
7. Except for law enforcement personnel, firearms and weapons are NOT allowed in any park or facility.
8. Fireworks are NOT allowed in any park or facility except when specifically authorized by special permit.
9. Self-contained grills are allowed in the park or facility, provided they are kept at least 12” off the ground. The resulting coals and grease must be removed from the park.
10. The parks are designed to accommodate foot and bicycle traffic only. Bicyclers may be required to walk their bikes when large events are in progress and/or to ride in designated areas, AS DIRECTED BY EVENT OFFICIALS.
11. Motorized vehicles, including motorcycles and four-wheelers, may park on-street or in designated parking areas. Except for maintenance crews and emergencies, all other vehicles must receive permission to enter the park for loading/unloading purposes. If approved, vehicles must be removed to a designated parking area before event begins.
12. No inflatables of any type are allowed on the premises of any of the parks.
13. Specific areas or amenities in the park can be reserved upon approval of a formal request submitted to and approved by the Parks & Recreation Department staff. The City Manager or his designee is authorized to issue permits allowing the possession, sale, service, consumption, and distribution of beer and wine at special events.

For More Information, please call or visit the:

City of Florence Park, Recreation, Athletics & Sports Tourism Department  
843-665-3253  
513 Barnes Street