

RULES/REGULATIONS

Failure to follow all rules and regulations will result in loss of your refundable deposit.

1. **PAYMENT:** Full payment of rental fees are due at the time of application.
2. **PARKING:** Any vehicles used to load/unload chairs, etc.; must pay for parking from the time unloading begins until the space is vacated. All vehicles must park in metered spaces. Violators will be fined.
3. **PROHIBITED:** The following are prohibited: **food and beverages**; expanded polystyrene, commonly known as Styrofoam (City Code Sec. 34-170); plastic straws (City Code Sec. 34-180); rice (any type); paper petals; confetti; balloons (unless approved by F.D.E.P.). Any synthetic products that may pollute the beach or harm wildlife are also prohibited. Event parties/planners and photographers are prohibited from asking anyone occupying the sand area to move or vacate the space for any reason.
4. **LIGHTING:** Prohibited by the State of Florida Dept. of Environmental Protection: Lighting of any kind or anything stuck in the sand, etc., violators may be issued substantial fines by F.D.E.P. during turtle nesting season: March 1 through October 31. All beach activities are regulated and strictly enforced by F.D.E.P., Ocean Rescue, and BSO.
5. **EQUIPMENT:** Under no circumstances are Permittees allowed to remove chairs, tables, or any other equipment from a facility.
6. **ALCOHOL & GAMBLING:** No alcoholic beverage consumption or gambling is allowed on City property.
7. **FACILITY CONDITION:** The facility must be left clean, returned to original condition and vacated by the time designated on the permit. No decorations are to be attached, adhered, or in any way connected to the ceiling, walls, rails, roof or building.
8. **ADMISSION:** No tickets are to be sold at the door or any admission charged for your rental/event unless you have obtained written authorization from the Director of Parks and Recreation.
9. **DAMAGE DEPOSIT:** A damage deposit will be held for all facility reservations. If facilities and/or equipment are left damaged, dirty or if the facility is not vacated by the end time of the permit, applicable fees will be deducted from the damage deposit. Should incurred fees exceed the amount of the damage deposit, the Permittee will be billed the additional amount. The Permittee will be prohibited from future use of any facility or program should they fail to pay the additional assessed amount.
10. **NO REFUNDS:** All fees are non-refundable and non-transferable.
11. **SUBJECT TO CHANGE:** The space and/or meeting time assigned are subject to change by the Parks and Recreation Department at any time. The City reserves the right to cancel or reschedule any event, at any time, at its discretion.
12. **PERMIT CHANGES:** Parks and Recreation Department supervisory staff must be notified of any changes pertaining to your facility use permit.
13. **INDEMNIFICATION:** Permittee is solely responsible and answerable for damages for all accidents or injuries to persons or property resulting from his/her use of facility. Permittee specifically assumes all risks on its own behalf and on behalf of all its invitees and participants and supervisors. By its signature below, Permittee acknowledges that Permittee has carefully viewed the premises and facilities to be used and has made its own judgement that the premises are suitable for Permittee's intended use. Permittee does hereby agree to indemnify, defend, and hold the City of Deerfield Beach and its employees, officials, and agents harmless from any and all any and all claims, suits, actions, damages or causes of action arising as a result of or during Permittee's use of the premises or facilities. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
14. **INSURANCE:** Permittee agrees to purchase such insurance for the event as required by the City and to name the City as additionally insured on said insurance policy. The City may require said insurance to be in place prior to use of premises or facilities. Permittee must provide to the City at least 7 days before the event, copies of Certificate of Liability Insurance for any vendors being used in connection with this Permit, with the City listed as additionally insured.

15. **HEALTH EXPOSURE RISK.** Permittee and all guests are strongly encouraged to abide by the applicable CDC guidelines. Permittee is aware of the contagious nature of communicable diseases and acknowledges that gathering in large numbers may expose Permittee and guests to contagions. Permittee understands that becoming exposed to or infected by contagions may result in serious personal injury, illness, permanent disability, or death. In exchange for this Permit, Permittee hereby releases, waives, covenants not to sue, and forever discharges the City of Deerfield Beach, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with Permittee and Permittee's guests becoming exposed to or infected by contagions. Permittee understands that this release includes any Claims based on the negligence, action, or inaction of the City (including its employees, agents, and representatives), and covers bodily injury, illness, disability, and death related to contagions, whether a contagion infection occurs before, during or after rental of the Facility.

16. **COMPLIANCE WITH LAWS, RULES, & REGULATIONS:** Permittee agrees to comply with all applicable federal, state, and local orders, laws, ordinances, rules, and regulations.

17. **REVOCACTION/TERMINATION:** Permittee acknowledges and understands that the permit is limited to the conditions set forth in this Agreement and set forth in the permit application and is revocable by the City at any time. In the event of emergency circumstances or in the event the City finds that a threat to the public health or safety is involved or Permittee violates the conditions of this Agreement, including social distancing guidelines, the Permit may be revoked and terminated by the City verbally, effective immediately, followed by prompt written confirmation. Permits may be rescinded at the discretion of the City of Deerfield Beach. If the City revokes and terminates this permit due to Permittee's violation of the terms and conditions in this permit, the deposit shall not be refunded. If the City revokes and terminates this permit due to emergency circumstances, the City may refund the deposit.

18. Applicant must apply in person at least 14 days before an event is to take place.

19. The supervisor in charge must be notified of any changes pertaining to this permit. Call staff at (954) 480-4299 or email weddings@deerfield-beach.com

20. Please have your permit with you the day of the event.

I acknowledge that I have read the above and agree to abide by the rules and regulations set forth above and any applicable Emergency Orders.

Applicant's Signature:	Date:
Prepared by (staff name):	Date:
Supervisor/Manager's approval:	Date: