

## Pinecrest Gardens Rules and Regulations

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

1. Reservations may be made for any period that the facility is available but not more than one year in advance.
2. Party/Event Host/Hostess must present receipt to Pinecrest Gardens staff on day of party. Guests will check in at admissions booth and staff will send them to the appropriate designated event area.
3. The use of alcoholic beverages is prohibited unless proof of liability insurance is turned in to administrative office no later than 2 weeks before event. Refer to #17 for insurance requirements. Renters are not allowed to bring any kind of alcoholic beverages when renting any of the Picnic Areas in the Upper Garden Area.
4. Gambling, in any form, is prohibited. Music in any form must comply with the Pinecrest Gardens code. Any music or noise audible from outside the gardens property is prohibited.
5. All use of Pinecrest Gardens facilities must be by permit approved by the Events Department, or his/her designated representative. The Events Department may approve or reject any Permit application with or without cause.
6. Permits cannot be transferred, assigned, or sublet.
7. The Permittee will be held responsible for the conduct of the entire group. It shall be the right of the Pinecrest Gardens Operations Manager, or his/her designated representative (gardens staff), to expel from gardens property any person(s) violating the established Rules and Regulations or, in the opinion of the Operations Manager, or his/her designated representative, constituting a public nuisance.
8. The Permittee must furnish all personnel required to perform the approved activity.
9. Relocation or rearrangement of Pinecrest Gardens property will not be permitted unless specifically authorized by the Gardens staff. No decoration or form of advertising will be permitted unless specifically approved by the Pinecrest Gardens staff.
10. 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 Pinecrest Gardens staff.
11. Permittee shall return all Pinecrest Gardens materials and/or equipment to their designated location within the prescribed time limit.
12. The Permittee shall observe, obey and comply with all "Pinecrest Gardens Rules and Regulations" and all applicable Village, County, State, and Federal Laws, Rules and Regulations and any specifications use regulations.
13. When vacated, facility shall be returned in same condition as received. Security deposit will be forfeited for any damage, vandalism, missing equipment, failures to clean up after use, or failure to comply with rules and regulations 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 Gardens staff.
14. 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.
15. Insurance requirements. The Permittee shall maintain the required insurance during the term of this permit. Certificates of Insurance shall be provided to the Pinecrest Gardens evidencing the following insurance coverage's:
16. 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.
17. 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. Splash 'N Play has a maximum capacity of 74 kids and it is shared with park visitors, camps and field trips. There could be occasions when Pinecrest Gardens staff requests rotation of Splash usage by your guests or the duration the duration of the time they can use the facility.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Pinecrest Gardens Rules and Regulations | Addendum

The following rules and regulations revised on 2/2/2023 are in addition to Pinecrest Gardens Rules and Regulations and govern all permits. The Renter is responsible for full payment upon reservation. This includes rental fee, tax and security deposit.

- All printed promotional materials for events; including programs, posters and other promotional wording must be submitted to Pinecrest Gardens Administrative Office for approval at least one month prior the event. The Gardens must not be cited as a sponsor or host of the event unless authorized by the Director in writing. Copies of all event materials must be given to the Program and Events Coordinator.
- The Renter may not have exclusive access to the Gardens 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 events scheduled at the picnic tables. Events scheduled at Patio, Lakeview Terrace & Pergola, Meadow, Hibiscus Gallery, Historic Entrance, Cypress Hall and Inspiration Center receive 2 hours additional for set up and breakdown as part of the 4 hour rental. Pinecrest Gardens reserves the right to move an event to another area due to safety issues and or technical difficulties. Setting up outside the areas specified on your contract is not permitted.
- The Gardens shall not be held liable for unforeseen closing, of the Splash N Play area, Mini Zoo or Playground due to safety reasons, weather or mechanical failure.
- Amplification used for entertainment or exhibitions shall be audible ONLY within the area of the permitted activity. All amplification must be used in conjunction with the pre-wired system in place at the Gardens and kept at the level dictated by Pinecrest Gardens staff. Failure to adhere to the noise ordinance guidelines will result in amplification equipment being turned off for the remainder of the event.
- Maximum attendance capacities must be strictly adhered to and enforced.
- The removal of artwork from walls in the Hibiscus Gallery and Cypress Hall is strictly prohibited.
- Smoking is prohibited inside Pinecrest Gardens. Gender Reveal Smoke Bombs are prohibited.
- Sports equipment is NOT allowed in Pinecrest Gardens (i.e. balls, skates, bikes, etc).
- Helium balloons may be used if they are tied to weights. Decorations such as banners and streamers may be used if attached to moveable structures brought in by the renter (i.e. tents, tables, etc.) but cannot be adhered to any park structure.
- Inflatables and mechanicals are allowed only when renting the Meadow, supplier must provide own generators and liability insurance.
- Cotton candy, popcorn and snow cone machines are permitted.
- Water features, cooking on site, grilling and open flames such as tiki torches and bar-b-que's, are not allowed.
- Absolutely no confetti, glitter, silly string, bubbles or dry rice. Bird seed and natural loose petals are allowed.
- Animal shows are not permitted in Pinecrest Gardens to ensure the safety of the animals in the Mini Zoo.
- Styrofoam containers, cups, plates and plastic straws are not permitted in Pinecrest Gardens.

Changes will not be made unless written notice is received in writing by the Gardens Administrative Office. You are responsible for all information stated on the permit.

Cancellation policy: Refunds are not made unless written cancellation notice is received at least thirty (30) days in advance. All cancellations under thirty (30) days are subject to a penalty of 100% the rental fee + tax.

Deposit refunds will be processed 7 to 10 business days after your event. Credit card payments will be refunded back to the credit card. Cash and check payments will be refunded within 3 weeks after the event takes place or cancellation is processed.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **Pinecrest Gardens Rules and Regulations**

### **Inclement Weather Policy**

The permittee should establish a back-up plan in case of inclement weather. At no time shall Pinecrest Gardens be responsible or liable for inclement or bad weather that may in any way affect the permittee's event at the garden. Upon issuance of a Tropical Storm and/or Hurricane Watch or Warning for Miami-Dade County, Pinecrest Gardens closes to the public and prepares for the approaching storm. Events scheduled during a Storm Watch or Warning issued for Miami-Dade County will be cancelled. The permittee may select an alternate available date on which to hold their event at the Garden. If the permittee chooses to fully cancel their event due to its closing by a Storm Watch or Warning, a refund of monies paid to the permittee will be granted upon written notification or cancellation by permittee to the Garden. Pinecrest Gardens and the Village of Pinecrest shall in no way be held responsible for any costs (rentals, catering, etc.) resulting from a closure due to inclement weather, including a Storm Watch or Warning.

Following severe weather or heavy rains, the Gardens may close or restrict the use of outdoor facilities. As a safety precaution, all activities must cease upon the first sound of thunder or sign of lightening. Activities may be resumed only after the thunder has stopped or after a 30 minute delay beyond the last sign of lightning. No refunds are given due to inclement weather.

I, \_\_\_\_\_ have read the Inclement Weather Policy on \_\_\_\_\_ and do hereby acknowledge, understand and agree with the conditions above.

Signature: \_\_\_\_\_ Date of event: \_\_\_\_\_