



Village of Pinecrest and
Pinecrest Gardens

INITIAL

PERMIT RULES AND REGULATIONS

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. 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.
2. Party/Event Host/Hostess must present RECEIPT to park attendant on day of party. Guests will check in at admissions booth and attendant will send them to the appropriate designated event area.
3. The use of alcoholic beverages is prohibited unless when ONLY brought in by a licensed caterer. Proof of liability insurance must be turned in to administrative office no later than 2 weeks before event. Refer to #17 for insurance requirements.
4. 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.
5. 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.
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 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.
8. The Permittee must furnish all personnel required to perform the approved activity.
9. 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.
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 Director, or his/her designatee.
11. Permittee shall return all Pinecrest Gardens materials and/or equipment to their designated location within the prescribed time limit.
12. 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.
13. The Village of Pinecrest Disclosure Affidavit must be complete and notarized. (IF APPLICABLE)
14. 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.
15. 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 unless approved by the Director. The Permittee shall procure at its own cost and expense all necessary licenses and permits required by law.
16. 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 park personnel.
17. 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.
18. 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.
19. 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 Pinecrest Gardens Department officials.
20. Abide by all health regulations if dispensing food and drink.
21. 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.



ADDENDUM
Permit Rules and Regulations



The following rules and regulations revised 4/27/2020 are in addition to Village of Pinecrest and 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. Reservations may be made up to 11 months in advance.

- All printed promotional materials for events; including programs, posters and other promotional wording must be submitted to Pinecrest Gardens Administrative Office, attention Director 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 Event 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 and Butterfly House. Events scheduled at Pergola House, Patio, Lakeview Terrace, Meadow, Hibiscus Room and Historical Entrance receive 2 hours additional for set up and breakdown as part of the 4 hour rental. The Village of Pinecrest 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. All events must end 1 hour prior to park closing.
- The Gardens shall not be held liable for unforeseen closing, of the Splash N Play area, Petting Zoo or Playground due to safety reasons, weather or mechanical failure.
- Pinecrest Gardens permits alcohol service by a licensed caterer during formal events. Proof of Liability insurance* must be submitted to the administrative office at least 2 weeks PRIOR to the event. Failure to provide Proof of Liability insurance may result of shut down of the event.
- 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. Failure to adhere to the noise ordinance guidelines will result in amplification equipment being turned off for the remainder of the event. Please be aware that sound will be monitored by our Staff during the entire duration of your event.
- All activities are subject to approval by the Director or designee.
- Maximum attendance capacities must be strictly adhered to and enforced.
- The removal of artwork from walls in the Hibiscus Gallery and Cypress Hall is not an option and strictly prohibited. The use of pipe and drape is allowed. Pinecrest Gardens offers this service at an additional cost.

To protect our fauna and historic treasures and to ensure continued availability of the grounds as event spaces, we request your cooperation with the following:

- Smoking is prohibited inside Pinecrest Gardens.
- Sports equipment is NOT allowed in Pinecrest Garden (i.e. balls, skates, bikes, etc).
- Helium balloons may be used if they are tied to weights ONLY. 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 only permitted when renting the Pergola House, Lakeview Terrace, Patio and Meadow.
- Water features, 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, natural loose petals are ALLOWED)
- Animal shows are not permitted in Pinecrest Gardens to ensure the safety of the animals in the petting zoo.
- Styrofoam containers, cups, plates, etc., are not permitted in Pinecrest Gardens, all containers must be biodegradable.
- The Village Council of the Village of Pinecrest unanimously passed the law banning the use, distribution and sale of plastic straws due to the detrimental effect of plastic straws to wild life and the environment. Plastic straws are banned in Pinecrest effective January 1, 2019. Visitors cannot bring them into the Village for parties or picnics.

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. 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 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: 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.

Deposit refunds will be automatically processed. Credit card payments will be refunded back to the credit card within 5-7 days of event or cancellation. Cash and check payments will 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: _____

*Permitted only when party is catered and caterer can provide proof of liability insurance in the amount of \$1,000,000 and naming the Village as additionally insured.

+ 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.



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 Garden 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. However, if there is space available we will be happy to reschedule your reservation during the same rental season. You must call 305.669.6990 on or before the first business day after your scheduled event to reschedule due to inclement weather.

For cancellations made within 30 days of the event date, for any reason other than a Hurricane Watch or Warning as described above, a full refund will be issued. Cancellations made after 30 days for any reason, other than a Hurricane Watch or Warning as described above, will result in the Permittee's forfeiture of the non-refundable rental fee.

I, (insert name) _____, have read the Inclement Weather Policy on (insert date) _____ and do hereby acknowledge, understand and agree with the conditions detailed above.

Signature: _____

Date of Event: _____

Pinecrest Gardens · 11000 Red Road · Pinecrest, FL 33156 t: 305.669.6990 f: 305.669.6944
www.pinecrestgardens.org



ADDENDUM



Permitee's covenant to indemnify and keep harmless (set forth in paragraph 17 of the Permit Rules and Regulations) includes a covenant to indemnify and keep harmless Pinecrest Gardens and the Village from any and all risk, harm, sickness, claims, suits, losses, damages, or injury to persons or property arising from or out of gathering, attending, hosting, or working at the event, including but not limited to contracting COVID 19 or any other virus, illness, infection, or disease. Permitee represents and warrants that they have made reasonable inquiries with local, County, and State authorities to determine the safety and health risks of gathering, attending, hosting, or working at the event.

I, (insert name) _____, have read the above Indemnity Addendum to Permit Rules and Regulations on (insert date) _____ and do hereby acknowledge, understand, and agree to its terms.

Signature: _____

Date of Event: _____