



## TERMS AND CONDITIONS FOR RENTAL OF CITY PARKS

Effective Date: January 2019

### **Please Read Entire Document Prior To Signing**

*The City of Hamilton is extremely proud of its Parks. They are beautifully planted and maintained in a highly professional manner by the City's own Horticulturists and Gardeners. These employees take considerable pride in the appearance of "their" Parks. The City urges all users of City Parks to respect the environmental integrity of our carefully tended green areas and to respect everyone else when visiting them, this enables each park to become a true oasis of peace and beauty in the Heart of the busy City.*

#### **1. RENTAL FEES**

Rental Fees:	Corporate/ Commercial	Non-Corporate/Non-Commercial	Registered Charity Rate
Park Rental	\$440 per hour	\$220 per hour	\$110 per hour
Custodian	\$85 per hour per person		
Electrician	\$100 per hour per person (3 hour minimum)		
Barricades	\$5 each + \$200 (delivery & collection)		
Day Permit	\$55 per day (for groups between 10 – 75 people)		
Damage Deposit	\$500 (less than 200 people)		
	\$1,000 (more than 200 people)		
Security Deposit	50% of Total Rental (excluding damage deposit and staffing fees)		

- 1.1 **Park Rental Fee:** This fee is charged for the duration of the function only, unless setup and/or breakdown and clean up prevents public use of the park, in which case the rental fee rate will be charged. Full payment of rental fees is due four (4) weeks prior to the booking date. Any balance, if any, thereafter the function will be invoiced thirty (30) days after the last day of the booking.
- 1.2 **Custodian Fee:** A custodian is required for the duration of the rental period including set up to breakdown and/or clean up. A Custodian may be required to open and close the gates in the case of the gated parks. The renter must confirm at least two (2) weeks in advance with the Project & Rentals Coordinator what hours staff are being requested. More than one Custodian may be required at the discretion of the City. The Custodian(s) will have a time sheet to be signed by an event organizer or other assigned representative. If the renter fails to sign a time sheet at the end of the event an hourly rate will be charged until the custodian leaves.
- 1.3 **Electrician Fee:** An Electrician is required any time an electrical connection is requested and he will have a time sheet to be signed by an event organizer. Power requirements are to be confirmed two (2) weeks prior to the event and are usually discussed at a site visit.
- 1.4 **Barricades:** Delivery and collection is performed by City staff and does not include the set-up of the barricades.

1.5 **Day Permit:** This rate will be charged in place of the Park Rental Fee where small groups, up to seventy-five (75) people, intend to use the park on a recurring basis and/or it does not prevent the public use of the park. The organizer must provide a schedule of intended dates and times upon submission of this application form. For any groups exceeding this amount, they will be charged at the Park Rental Fee rate.

1.6 **Damage Deposit:** A damage deposit is required for each event and is due at the time the application is submitted. If the venue is deemed to be left in its original condition the damage deposit will be applied to the final bill, and any credit thereafter will be refunded. If any cleaning is required or any damage or replacement is incurred by the client or its hired vendors, the full deposit is kept and the renters will be charged for any costs in excess of the deposit.

1.7 Security Deposit: A security deposit is due upon submission of application. The security deposit is fifty percent (50%) of the total calculated rental based on the information provided (not including the damage deposit and staffing fees).

## **2. PROCEDURES**

2.1 Upon request, the Project & Rentals Coordinator of the City will ascertain the availability of the park on the requested date(s).

2.2 Assuming the park is available for the requested date(s); the user must then complete this application form in its entirety and submit together with the damage deposit *and* security deposit, to the City at the earliest possible time. **Applications must be submitted 6 weeks prior to the function date.** Any applications received after the 6-week mark can be denied.

2.3 **No booking will be confirmed until all items in Nos. 2.2 (above) have been received by the City. Any organization with an outstanding balance with the City will not be given a confirmed booking until the balance has been paid. Written notification will be supplied by the City upon confirmation. Applications from renters with funds in arrears or poor credit history with the City will not be considered. Furthermore, any organization that has a booking, but whose account goes into arrears will have the booking withdrawn and any payments made will be forfeited.**

2.4 Additional charges, if any, will be billed at the end of the month or up to 30 days after the event, whichever is later

2.5 If applicable, a copy of the Liquor License application must be submitted to the City.

2.6 Rental of City Parks are limited to a first come, first serve basis. Each application is reviewed based on potential impact and current conditions of parks. An annual and/or repeat event, previously approved does not guarantee future approval.

2.7 Any changes to your booking after approval and confirmation from the Project & Rentals Coordinator and/ or Parks Superintendent must be submitted in writing and are not confirmed until the renter has received a written confirmation from a City Representative. Additional charges may be incurred depending on the nature of the changes.

## **3. OPENING HOURS**

Fort Hamilton, Queen Elizabeth Park, Barr's Bay Park and Victoria Park are gated parks and open to the public between 8:00 a.m. and sunset (varies from about 5:00 p.m. during winter to 8:00 pm during

summer). Jubilee Park, Cedars Garden and Point Pleasant Park at Albouy's Point are always open to the Public 24 hours a day, year round

#### **4. CONDITIONS OF USE**

- 4.1 **Private Functions:** Private functions for which admission is sold are best held in one of the gated parks.
- 4.2 **Weddings:** Are strictly **limited** in any City Park on a first come, first serve basis.
- 4.3 **Maximum Capacity in Parks:** (a) Barr's Bay Park – 2000; (b) Fort Hamilton – 500; (c) Victoria Park – 3500; (d) Queen Elizabeth Park – 1500; (e) Point Pleasant Park at Albouy's Point – 4000.
- 4.4 **Concerts:** The City is concerned at all times with issues of public safety and ensuring that residents and businesses in the vicinity are not inconvenienced or unreasonably disturbed by events which take place in a park. Therefore, concerts or any other large events (including dancing and bar services) that are likely to attract in excess of 300 people and/or which will be loud due to amplified music will be restricted to Queen Elizabeth Park and Victoria Park only.  
**Note:** Any function that extends beyond midnight, where any noise may be heard from outside the park, must be approved by the Police in advance, and a "noise" permit issued.

#### **4.5 On the day of the Event or Function:**

- 4.5.1 Tent(s) and other equipment, such as staging, tables and chairs, sound and lighting equipment, bouncy castles and catering items, may be set up in the park at any time on the day of the event or function. Nothing may be put in the park before the day of the rental without prior permission from the City.
- 4.5.2 **All equipment must be removed by no later than noon of the day following the function or as agreed by the City. The City of Hamilton reserves the right to remove any items left behind over the time, and to charge the renters accordingly or dispose of the items.**
- 4.5.3 Amplification, if used, must be kept to the lowest possible level. Power sources are available in Fort Hamilton, Victoria Park, Queen Elizabeth Park, Point Pleasant Park and Barr's Bay Park, upon advance notice.

#### **4.6 The following restrictions apply:**

- 4.6.1 No vehicles are allowed on the grass in any of the City Parks for any reason. This includes trucks belonging to tent rental companies, caterers, sound, lighting and staging technicians, private cars, and motorized cycles. This ban is to protect the environmental integrity of the park. Persons bringing equipment and catering items into the park must be prepared to carry whatever they bring or use a trolley.
- 4.6.2 The City does not permit gaming or games of chance in any form to be undertaken at any City premises, including for charitable purposes, without an approved permit from Bermuda Government.
- 4.6.3 The City does not permit team sports in the parks, e.g. football, softball, children's sports days, lazer tag, etc. Such games are intrusive on other park users and can be environmentally damaging. Ball-throwing, whether by individuals or teams, is also prohibited.

- 4.6.4 Only domestic pets are permitted in the City Parks and they must be leashed at all times. Animal droppings must be cleaned up and disposed of by the owner.
- 4.6.5 Candlelight vigils will not be permitted in any of the City's Parks unless the City is satisfied that the candles are held in containers, so the wax does not drip onto the grass or walkways.
- 4.6.6 Recurring Events: The City is unlikely to grant approval for recurring events of a commercial nature over a period of time, e.g. once or twice a week for a month or more. The City is concerned about the environmental impact that recurring events and large numbers of people will have on the City Parks. However, if permission is granted the renter must ensure to take proper precaution to ensure there is the least amount of environmental impact to the park as possible, this may include moving to different parts of the park to minimize damage and/or avoiding certain areas of a park.
- 4.6.7 The City does not permit helium-filled balloons to be given away, sold or used in any decorative manner on or in any City street, sidewalk, park or any other City Property. The use of helium-filled balloons is illegal in the City.

## 5. **RESPONSIBILITIES OF RENTERS**

- 5.1 Renters must meet with the City at least two (2) weeks prior to the event date to discuss electricity, water and other event requirements.
- 5.2 Function organizers are responsible for ensuring that third party vendors hired by the renter (including caterers, rental companies and staging, sound and lighting technicians etc.) are informed of, and agree to abide by, the Terms and Conditions contained in this application agreement.
- 5.3 Those renting the park will be responsible for any personal or property damage that may result from the function and/or gathering.
- 5.4 Those renting any park will be responsible for leaving the park in a clean and tidy condition. All garbage must be bagged and placed at the nearest sidewalk or dumpster for collection.
- 5.5 Function organizers must provide details of security services at least three (3) weeks prior to the event for any function or event attended by 100 people or more, and/or where alcoholic beverages are available.
- 5.6 The Renter is responsible to ensure that any third-party vendors (merchandise, food, activity vendors etc.) attending their function obtain the proper vending licenses and permits from the City prior to the event date. For vendors serving food, the renter is responsible for ensuring that the vendor has updated and valid health permits from the Bermuda Government Health Department.
- 5.7 The City will not sign for or secure any items, e.g. beverages, tents, tables, chairs, technical equipment etc., when they are delivered. If deliveries are made and the renter is not on site to sign for them, the City will not be held liable for the items. The same is true when items are collected after a function.

## 6. **FOOD AND ALCOHOL POLICY**

- 6.1 The renter is responsible for obtaining the requisite Health Permits for all food served in the City's Parks. This includes food vendors who may be located on the street outside the park, but who are there as part of an event in a park.

- 6.2 Cooking is not permitted. Food preparation with the use of barbecues, stoves and ovens (electrical, gas coal or wood) is not permitted.
- 6.3 Alcohol Policy – for events where alcohol is available, applicants will be required to apply for a liquor license through Magistrates Court and a copy of the liquor license must also be submitted to the City at least one (1) week prior to the function.

## **7. POSTPONEMENTS, CANCELLATIONS**

- 7.1 Deposits will be refunded if a booking is cancelled up to 6 weeks prior to the booking date(s). Any cancellations made within 6 weeks of the scheduled dates, the client will forfeit the Security Deposit to the City, however, the Damage Deposit will be refunded. Any function cancelled within 4 weeks of the scheduled date will forfeit all deposits/payments and no refund will be given.
- 7.2 If a decision is made 4 weeks prior to the scheduled date to postpone a booking, and the booking is rescheduled within a 6-week period of the original date, any fees paid may be credited toward the new date. (Note: If weather forces a last-minute cancellation on the day of the booking a refund of the damage deposit only will be given).

## **8. INCLEMENT WEATHER OPTION**

If those renting a park wish to secure the Pier 6 Passenger Terminal to use as an alternative location in case of inclement weather, a non-refundable deposit, and the completed application form, must be submitted to the City. If the space is used, the deposit will be applied towards the full rental cost. If the space is not used fifty percent (50%) of the deposit may be used toward the original booking and the other 50% will be forfeited.

## **9. ADDITIONAL CONDITIONS PERTAINING TO FORT HAMILTON ONLY**

- 9.1 Absolutely no parking by persons attending the function, or persons organizing the function (e.g. caterers, tent rentals, sound and lighting technicians, etc.) is permitted in the adjacent Elizabeth Hills Housing Estate, the parking lots for Marshall's Cleaning Services, Pitt & Company and the apartments across the road from the entrance to Fort Hamilton, or in Fort Hamilton Drive, or in the Park itself. It is required that those attending functions at Fort Hamilton park in the King Street parking lot next to the Fire Station and walk up the hill to the park.
- 9.2 Function organizers must hire extra-duty police officers for any events with 100 or more attendees (including staff) to patrol neighbouring private parking areas. Function organizers must also hire security guards to secure the area at the discretion of the City. The renter must provide written confirmation from the hired security firm and the Bermuda Police Service for these services at least two weeks prior to the event.
- 9.3 Noise levels must be kept especially low at Fort Hamilton, so as not to inconvenience the many residents in the surrounding neighborhood. Events after 11:00 pm are not approved for this reason.
- 9.4 Fort Hamilton is not suitable for young children's parties or any other functions (including school functions) likely to involve young children.
- 9.5 The premises of Fort Hamilton are fenced, but serious injury may result if visitors do not maintain a proper distance from the ramparts or other unfenced walls or edges.

## **RENTAL/USE OF CITY PARKS INFORMATION FORM**

THE COMPLETION OF THIS APPLICATION FORM IS MANDATORY IN ORDER TO CONFIRM BOOKING

**PLEASE PRINT CLEARLY IN BLOCK LETTERS OR CLEAR TYPED FONT**

**Location:**

	Barr's Bay Park		Point Pleasant Park at Albouy's Point
	Queen Elizabeth Park (formerly Par-La-Ville Park)		Victoria Park
	Cedars Gardens		Fort Hamilton (disclosure below)
	Jubilee Park		Other _____

***FORT HAMILTON DISCLOSURE – For those renting this park please read carefully:***

*The City of Hamilton has advised that the premises of Fort Hamilton is not completely fenced and that serious injury could result if visitors do not maintain a proper distance from the ramparts or other unfenced walls or edges, and I/We hereby do absolve the City of Hamilton of any and all liability for any injury arising out of either the condition of the premises or any activities taking place therein. \_\_\_\_\_(Initials)*

**Type of Event:**

	Corporate/Commercial	Non-Corporate/ Non-Commercial		Registered Charity
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**Contact Information:**

Organization (if applicable) \_\_\_\_\_

Charity Number (if applicable) \_\_\_\_\_

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

This is the person that the City will call if problems/queries arise and whom will be billed

Address \_\_\_\_\_

Mailing address (if different) \_\_\_\_\_

Tel. (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Fax) \_\_\_\_\_

Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Function Information:**

Name of Function: \_\_\_\_\_

Type of Function: \_\_\_\_\_

Date(s) of Function: \_\_\_\_\_

Time of Function: \_\_\_\_\_

Initial \_\_\_\_\_

Start time \_\_\_\_\_ End time \_\_\_\_\_

**Set-Up Times:** \_\_\_\_\_ Start time \_\_\_\_\_ End time \_\_\_\_\_

**Break-down Times:** \_\_\_\_\_ Start time \_\_\_\_\_ End time \_\_\_\_\_

**Brief Description:** \_\_\_\_\_  
 (Please write a brief description of function)

**REQUIREMENTS:** Rental fee includes use of electricity and bathroom facilities in the parks that have them. All other staff and supplies will be charged accordingly.

**Electrical Equipment:** Please describe type of electrical equipment, amperage required, number of outlets, and who is providing/controlling the electrical equipment:

\_\_\_\_\_

\_\_\_\_\_

The City can provide access to the power source, which must be carried out by a City electrician, not a private contractor. Please include a photo of the plug.

**Sound system** \_\_\_\_\_  
 (Please advise who will be responsible for the equipment set up)

**Staging** \_\_\_\_\_  
 (Please advise who will be responsible for the equipment set up)

**Lighting** \_\_\_\_\_  
 (Please advise who will be responsible for the equipment set up)

**Tent(s) or Marquee**      **How Many?** : \_\_\_\_\_      **Sizes:** \_\_\_\_\_  
 \_\_\_\_\_  
 (Please advise who will be responsible for the equipment set up)

**Catering/ Bar**      **Catering Vendor:** \_\_\_\_\_      **Bar Vendor:** \_\_\_\_\_  
 \_\_\_\_\_  
 (Please advise who will be responsible for the bar necessities)

**Security Services** \_\_\_\_\_  
 (Name Security Company)

**Rental Companies**      **How Many?**: \_\_\_\_\_  
 \_\_\_\_\_  
 (Please list all vendors if there is more than one (1))

**Public Liability Insurance:** For events likely to attract large numbers of people in excess of 300 people, please provide details of your public liability insurance coverage: e.g. name of insurer, amount of insurance, etc.

\_\_\_\_\_

\_\_\_\_\_

Initial \_\_\_\_\_

**CHECKLIST:** (Please circle the relevant response)

- Occasional Liquor License included YES / NO, PENDING / NOT REQUIRED
- Noise permit YES / NO, PENDING / NOT REQUIRED
- Health Department Permit – Food service YES / NO, PENDING / NOT REQUIRED
- Public Liability Insurance Certificate YES / NO, PENDING / NOT REQUIRED
- Initial all 8 pages of Application Form REQUIRED ON ALL APPLICATIONS

**Please provide any other relevant information that we should know about your function:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### CITY PARKS RENTAL AGREEMENT

I, the undersigned, being the sponsor or organizer of the function or event, do hereby agree to the following terms and conditions of renting any City Park:

1. I have read, understood and agree to comply with the Terms and Conditions for the Rental of City Parks.
2. **I understand that the City will not confirm a park booking until (a) damage deposit, (b) and security deposit are paid in full, and (c) City Parks Rental Information Form and Agreement are completed, initialed and submitted.**
3. I agree to be responsible for any and all liability that may arise as a direct result of our use of a City Park.
4. I agree to be responsible for any damage to a City Park, or to City equipment, occasioned by our use of the premises.
5. I undertake the responsibility of ensuring that the total amount due (if any) to the City as a result of our use of a City Park is paid in full within 30 days of receipt of an invoice at the completion of the rental period.
6. I undertake providing the information in the "Terms and Conditions" document to any rental companies, caterers, technical assistants and/or anybody else involved and confirm their intention to comply.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please mail or deliver the completed application and deposit to:**

Project & Rentals Coordinator City of Hamilton P. O. Box HM 1175 Hamilton HMEX	Project & Rentals Coordinator or City Hall, Ground Floor 17 Church Street Hamilton HM 11	Tel: 292-1234 ext. 224 Fax: 292-6918 Email: <a href="mailto:events@cityhall.bm">events@cityhall.bm</a>
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**Office Use Only**

**Deposit Paid \$** \_\_\_\_\_ **Method of Payment** \_\_\_\_\_

**APPROVED / DENIED** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Initials** \_\_\_\_\_

Initial \_\_\_\_\_