Pavilion Rental Agreement

| | ne:Telephone# | | | | | | |
|--|--|--|---|--|--|--|--|
| Address: | | | | | | | |
| Email Address: | | | | | | | |
| Organization: | ganization:Group size: | | | | | | |
| Date of Event: | | | | | | | |
| | | | | ou would like to re | | | |
| Pavilion | # | | | Grills | | | |
| Stage & Feild | | | | | \$372.09 | | |
| Sabal | 3 | 30 | 5 | 3 | \$93.02 | | |
| Cypress | 9 | 75 | 12 | 3 | \$139.53 | | |
| Palmetto | 10 | 40 | 6 | 1 grill, 1 stone gril | \$93.02 | | |
| Miccosukee | 11 | 40 | 6 | 1 stone grill | \$93.02 | | |
| Smokehouse | 12 | 75 | 12 | 1 large stone grill, 1 grill | \$139.53 | | |
| | | | | • | | | |
| Gator (*no electric) | 26 | 25 | 4 | 1 | \$93.02 | | |
| Blazing Star | 27 | 25 | 4 | 1 1 | \$93.02 | | |
| • | 27 ble clea e paid ark res | 25 aning surch by money | 4 arge of \$ order or | 1 1 550.00 is required o online through our | \$93.02 n the day of booking | | |
| An additional refundal rental. This fee must b software ONLY. The pater breach of this agreement | 27 ble clea e paid ark res | 25 aning surch by money erves the ri | 4 parge of \$ order or ight to cla | 1 550.00 is required o online through our aim the entire depo | \$93.02 n the day of booking sit for any | | |
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| An additional refundal rental. This fee must be software ONLY. The part breach of this agreemed Payment Amount paid: \$ Cash (Accepted in Check (Made paya) | ble cleared paid person ble to | 25 aning surch by money erves the ri Date: only) Adventure | 4 narge of \$ order or ight to cla | 1 250.00 is required or online through our aim the entire deposition for the second se | \$93.02 In the day of booking sit for any | | |

Pavilions & Green Space Rules

- 1. Rental hours are 8:00 a.m. to sunset. 365 Days a year.
- 2. Reservations can only be made until the close of business on the second to last business day prior to a requested weekend.
 - Examples: By 5:00 p.m. on Thursday for a Saturday rental during a normal week. If Friday is a national holiday, then the rental needs to be complete on Wednesday.
- 3. All trash and materials must be cleaned up and disposed of properly. All trash should be picked up and placed in appropriate receptacles. Bagged trash should be placed in the dumpsters provided for your convenience.
- 4. No decorations may be attached to shelters or tables. Prohibited items include: No staples, nails, pushpins, tacks, paint, glitter, artificial petals, rice, birdseed, and any other scattered décor. No confetti or powder cannons allowed.
- 5. Maximum shelter capacity must not be exceeded.
- 6. Picnic tables must not be moved in or out of the pavilion.
- 7. Vehicles must remain on roads and be parked in designated areas. Driving to the pavilion is strictly prohibited. Arrangement can be made in advance for ADA accessibility requirements, large parties and caterers to unload equipment and supplies.
- 8. A \$50.00 refundable cleaning surcharge is due upon arrival the day of the rental and will be refunded once park staff have confirmed the pavilion is clean. The park reserves the right to claim the entire deposit for any breach of this agreement.
- 9. The daily entrance fee is not included in facility rental fee. The entrance fee is \$6.00 per vehicle (up to 8 people, extra passengers are \$2.00 per person) or \$4.00 per single occupants (1 person).

10 Electricity is not guaranteed, even when outlets are present. Water is not guaranteed, even when water connections are present.

- 11. Cooking is only permitted in installed grills, or canned fuel (sterno). Do not dump coals from installed grills on ground or in trash receptacles. Personal charcoal or wood burning grills, smokers, and all fryers are strictly prohibited. Catered charcoal and wood grills are permitted with advance permission and approved insurance. These requests must be made through the Concession Building.
- 12. No fires, torches, or any other open flame outside of approved cooking equipment.
- 13. All outside entertainment must be pre-approved by Park Managaement. The following are prohibited with a pavilion reservation:
 - Amplified sound and DJs
 - Gambling or games of chance
 - Profanity
 - Launching or landing any aircraft, rocket, or balloon
 - Hunting
 - Petting zoos or pony rides
 - Vending or commercial activity
 - · Glass containers
 - Weapons

- Dunk tanks & inflatable pools
- Collecting of fees or donations
- Fireworks & Confetti
- Alcoholic beverages and Illegal drugs
- Motorized train rides
- Disruptive behavior to other park patrons
- Illegal activity
- Bounce house and inflatable amusements
- Drones are prohibted

14. Outside Catering/ Vendors:

- Caterers that are strictly only dropping off food and not serving will not need to present a Certificate of Insurance
- Only vendors approved by the park management are permitted to operate within the park.
- Caterers/Vendors are required to pay for the daily entrance fee upon arrival. This fee will not be waived.
- Caterers/ Vendors serving food or performing any activities within Hillsborough River State Park are required to present proper Certificates of Insurance to the park. Please email HRSP@flovibez.com to recieve an instructional PDF with the proper insurance requirements to pass along to the Caterer/ Vendor.
- 15. Removal of department signs, forms, or other materials is prohibited without authorization of department staff.
- 16. Do not disturb wildlife. All animals and plant life are protected in Florida State Parks. The collection, destruction or distrubance of plants, animals or park property is prohibited.
- 17. A representative of the rental party must be on site during use to serve as liaison between the group and park staff.
- 18. Any skates, skateboards, and similar equipment may be restricted or prohibited in locations as determined by park staff.
- 19. No person or group shall interfere with any recreational activities or events authorized by Hillsborough River State Park.
- 20. Any section or part of any park or facility may be declared closed to the public at any time or limited to certain users or times as public interest demands or safety and security indicates.
- 21. Advance permission and approved insurance may be required for the use of outside equipment.

Failure to abide by these rules may result in violators being ejected from the park with no refund. Park management retains the authority to ask any group using a pavilion to disperse and vacate the area.

Pavilions & Green Space Rules

Lost and Found: Hillsborough River State and Adventure Capital HRSP is not responsible for any lost or stolen items or items left unattended or forgotten.

Damages: The applicant shall be responsible for any damages to city property caused by any of the users of a permitted pavilion or green space. This shall include materials, labor, and equipment required to repair damages.

Inclement Weather, Cancellation and Change Policy: Cancellations with refund may be requested up to 15 days prior to the reservation date. A \$15 processing fee will be assessed for all customer-initiated refunds. No refunds will be provided within 15 days.

- If inclement weather prevents the use of the shelter, you may reschedule your event or request a refund with proper notification by contacting the Concession the first business day following your rental. Applicants must email the request to HRSP@flovibez.com or present a copy of your Reservation Receipt to the Concession Building located at Parking lot #4.
- Refunds will only be given to the original applicant listed on the Permit. Refunds will be reimbursed to the credit card. If payment was made by cash or check, a refund check will be mailed to the address of the person/organization paying the rental fee. Issuance of refund checks takes approximately 4-6 weeks.
- Once a pavilion is occupied, there are no refunds due to rain or bad weather.
- The concession reserves the right to cancel reservations at their discretion, for any reason, including maintenance, unsafe conditions, or declared emergency. Refunds will be provided without a fee for these instances.

Rescheduling: Reservations may be modified (change the location, date, etc.) by contacting our office at least seven (7) days prior to the scheduled use. All modifications are subject to availability and a \$15 rescheduling fee. A reservation may only be rescheduled once.

If you encounter problems at the pavilion, please locate a Park Ranger or call the Concession at (813) 900-0828. Should you get the voicemail, please state the name and number of the Pavilion, the nature of the incident, your name and phone number. The line is checked every hour and someone will assist you.

If you have an emergency, please call 9-1-1

HOLD HARMLESS & ACKNOWLEDGEMENT By agreeing to these terms, applicants indemnify, defend and hold harmless Adventure Capital HRSP LLC, And Hillsborough River State Park, its employees, officers and agents from any and all liability, demands, claims, damages, expenses (including attorneys' fees) proceedings and cause of action of every kind and nature arising out of or connected with the applicant's (i) use, act, omission, injury, accident, occupation or control of the Department managed land or recreational facility (and any improvements thereon including any furniture, furnishings, equipment, or fixtures utilized in connection therewith) subject to the approved reservation; and (ii) any breach of the approved reservation.

The applicant further agrees that it will, at its own cost and expense, defend any and all actions, suits, or proceedings which may be brought against Adventure Capital HRSP LLC, and Hillsborough River State Park, its employees, officers and agents in connections with said Department managed land and facilities (and any improvements thereon including any furniture, furnishings, equipment, or fixtures utilized in connection therewith) arising from applicant's activities, omissions, accidents, injuries, and damages on said property and will satisfy, pay, and discharge any and all judgments that may be entered against Adventure Capital HRSP LLC, and Hillsborough River State Park, its employees, officers and agents in any such proceeding.

By signing this document, you are stating that you agree to comply with the pavilion and green space rules, and any other requirements provided by law.

| Name: | Signature: | Date: | |
|--|----------------|---|----|
| Park: <u>Hillsborough River State Park</u> | Pavilion Name: | Reservation Date: | |
| Driver License #: | * Drive | ers license must be scanned and kept for our record | J. |