**Town of Mangonia Park**

1755 E. Tiffany Drive

Mangonia Park, FL 33407

Administrative Offices Phone: (561) 848-1235**/**Fax: (561) 848-6940

(M-F 8am-4pm)

Manager: (561)-313-9396/ Supervisor: (561) 291-2881

 PBSO: (561) 688-3400 (after 4 pm & weekends)

**CLARENCE R. MCCONNELL PAVILION RESERVATION**

(Addie L. Greene Park)

1233 53rd Street

Payment: Cash \_\_\_\_\_\_\_\_\_Check #\_\_\_\_\_\_\_\_\_\_\_\_\_\_Money Order #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Payment** must be submitted with this application. It could take up to five (5) business days to approve your application (your check payment will not be deposited until final approval has been given).

**RENTAL FEE: $433.75**

(Deposit: $300.00

Rental Fee: $125.00+ 7% tax $8.75 = $133.75)

\*\*Rentals must be for private functions with family and/or friends, not for public “fun days” or “festivals”, LOUD MUSIC is cause for a non-refund of the deposit.

Town of Mangonia Park will issue refunds for cancelled reservations according to the following schedule:

•More than thirty (30) days before the rental – Full refund minus $50.00 cancellation fee

•15-29 days before the rental – Refund of Rental Fee ($133.77) and ½ Deposit ($150.00)

•14 days or less before the rental – Refund of ½ Deposit ($150.00) only

(Please print clearly)

Applicant's Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant's Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is the above address the same as your mailing address? Yes \_\_\_\_\_No\_\_\_\_\_\_\_

If No, please list mailing address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of your Event: From\_\_\_\_\_\_\_\_\_\_\_Until\_\_\_\_\_\_\_\_\_\_\_\_.

Maximum use is for six (6) hours including set up through clean up.

Event Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(use separate sheet for details as needed; should be identified clearly)

**-Inclement Weather**

-In the event of inclement weather, please note that the Town of Mangonia Park follows the Palm Beach County Emergency Management weather conditions. However, patrons have the discretion to cancel; no refunds will be issued.

-Patrons will be given six (6) months to reschedule, if not rescheduled within those six (6) months, the rental fee will be forfeited.

-The Renter is responsible for cleaning up following the event.

-The Town reserves the right to immediately cancel the permit and the reservation for failure to

comply with these requirements.

-By initialing below, Renter agrees and understands that full loss of Deposit ($300.00) will occur if:

-Any complaints are received by the Palm Beach Sheriff’s Office (PBSO) or Town Administration concerning LOUD MUSIC or NOISE during the rental;

-There is evidence that alcohol was present at any time on any portion of the property to include inside of a vehicle in the parking lot;

-Trash was left on the grounds;

-Restrooms not cleaned (if you arrive and find restrooms unclean, take photos with date and time and this will be considered, but please notify the Supervisor’s number listed on this form);

-Motor vehicles of any nature enter the gate or the inside of the park area;

-Damage to restrooms or playground equipment;

-Parking in unauthorized areas;

-Not Leaving the Facility at the Scheduled Departure Time; or

-Any “Other Conditions” provided below are not met.

Please note: It could take 14-30 days to clear all items for a refund.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Please initial that you have read and understand the above.

**Other Considerations:**

The Parking Lot for the park is the ONLY available parking area. Parking inside of the park fence, along the streets or adjoining properties is prohibited. Evidence that shows this was violated will result in loss of Deposit.

Sales of any type are prohibited, to include raffles, food, crafts and other vendors.

Rentals that are advertising in mass or “to the public” would need to have a Town Special Event Application completed and approved by Town Council within thirty (30) days of the event. There is a separate $500.00 fee to process applications for Special Events.

Pets are not allowed at your rental (not to be confused with random park users who come through with their pet secured and for a brief time).

No water slides, petting zoos, train ride apparatuses, carnival rides, helicopter landings, etc. (A child’s birthday party may include one (1) bounce house that must be within 20 feet of the pavilion if approved in advance of the rental and proof of insurance provided by the bounce house company is required (also in advance).

**Amplified music and DJ’s are prohibited.** This includes but is not limited to: speakers, public address systems, bullhorns, live bands, and stereo noise audible more than 100 feet from the source.

Pavilion permits grant exclusive use of rented pavilions ONLY. All other amenities located within the park are open for public use or subject to closure at any time.

It is not possible to list every possible contingency that may be of concern to Town Management, therefore, with any directive from Town Staff or PBSO to cease any activity associated with your rental, you must immediately cease that activity (the idea of “we were not informed we couldn’t do this when we filled out the application” does not in any way override the Town’s ability to ensure the safety and peace of those in attendance at the pavilion, the park or the surrounding areas. **YOU HAVE BEEN WARNED).**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name), understand all conditions associated with my pavilion rental. I further understand the conditions for which my deposit may be kept by the town. I agree to accept all conditions as it relates to my use of the pavilion and will abide by all rules of the park, by law enforcement, by Town staff on site and by staff that has accepted and approved my application. I fully understand that I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am the responsible individual for all infractions (deliberate or not) that may occur by individuals associated with my function. I fully understand that alcohol use, loud music or noise will result in the immediate cancelation of my function with no refund of Rental Fee or Deposit.

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

**HOLD HARMLESS AND INDEMNITY AGREEMENT**

 This Agreement is made on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, between

TOWN OF MANGONIA PARK, a Florida municipality, located at 1755 East Tiffany Drive, Mangonia Park, Florida 33407, herein referred to as “Town”, and (NAME)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

having an office at or residing at (ADDRESS)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

County of Palm Beach, State of Florida, herein referred to as “Indemnitor”.

SECTION I

INDEMNIFICATION

 In consideration of the Town of Mangonia Park allowing the indemnitor to use the Town of Mangonia Park 53rd Street Park, located at 1233 53rd Street, Mangonia Park, Florida 33407, the indemnitor hereby agrees to indemnify the Town against any and all liability, loss, or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising out of the use of the Town of Mangonia Park 53rd Street Park (Addie L. Greene Park) arising from any act or negligence of indemnitor or its agents or any other persons or person whomsoever occurring during the time that the indemnitor is using said premises in or about the premises or upon or under the sidewalks, or approach areas around said premises.

 Should it become necessary for the purpose of resisting, adjusting or compromising and claims or demands arising out of the subject matter with respect to which indemnification is provided by this agreement, or for the purposes of enforcing this agreement, for the Town to incur any expenses, or become obligated to pay any attorney’s fees or court costs, the indemnitor agrees to reimburse the Town for such expenses, attorney’s fees or costs within reasonable time after receiving written notice from the Town of the incurring of such expenses, attorney’s fees or costs.

IN WITNESS WHEREOF, the parties have executed this Agreement of the date first above written.

Signed, sealed and delivered TOWN OF MANGONIA PARK

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 WITNESS TOWN OFFICAL SIGNATURE

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Applicant’s print name APPLICANT’S SIGNATURE

 STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or has

produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification and did not take an oath.

 (SEAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Signature

03/13/2024-All previous versions are obsolete