

Mackay Gardens and Lakeside Preserve Rentals



Home only	Weekday	\$300.00; plus tax
	Weekend	\$500.00; plus tax

There's a \$300.00 refundable security deposit required.

Lawn	Weekday	\$200.00; plus tax
	Weekend	\$250.00; plus tax

This includes the gazebo or the garden usage, but not both.

Home & Lawn	Weekday	\$400.00; plus tax
	Weekend	\$650.00; plus tax

There is a \$300.00 refundable security deposit required.

Pavilion		\$ 50.00; plus tax
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Additional Fees:

✓ Needing house day prior to event	\$300.00
✓ Needing 2 hours day before event for rehearsal	\$ 35.00
✓ Needing 2 hours next day clean up (must be out by 10:00 am)	\$ 35.00
✓ Rental of tables & chairs (80 chairs & 20 tables)	\$ 50.00
✓ Set up fee (must have floor plan submitted)	\$ 50.00
✓ MANDATORY: 2 Uniformed Police Officers (If alcoholic beverages are to be present at the event.)	\$ 30.00/hr per officer

CITY OF LAKE ALFRED, FLORIDA
MACKAY GARDENS AND LAKESIDE PRESERVE
RULES AND REGULATIONS

These are the rules and regulation of the Mackay Gardens and Lakeside Preserve. Please be sure that you read and understand these rules and regulations that have been governed by the City of Lake Alfred. After reading the rules and regulations you will sign acknowledging you understand them and that you will agree to abide by them. If for any reason you default on any of these rules and regulations it will constitute forfeiture of the total security deposit.

What is required to reserve my date:

- A \$300.00 security deposit and user application must be received by the Parks and Recreation Department to reserve the date of the event.
- All reservations must be made no later than 30 days prior to event; no exceptions.

If I cancel my event:

- \$50.00 cancellation fee will be charged to my security deposit if the event is cancelled 30 days or more prior to your event.
- 25% cancellation fee will be charged to my security deposit if the event is cancelled less than 30 days prior to event.

What my responsibilities are:

- The key is to be returned to the Parks and Recreation Department office the next morning of the event. For a Friday or Saturday rental the key must be placed within the drop-box located outside the Mackay Estate entrance.
- The key to the facility is available for pick-up only on the day of the event from the Parks and Recreation Department no earlier than 8:00 a.m. Monday through Friday. If my event is on Saturday or Sunday the key may be picked up no earlier than 3:30 p.m. on Friday afternoon.
- Trash is to be placed in the appropriate trash receptacles that are provided inside and outside of the facility.
- The building and/or grounds **must** be cleaned up on the same evening of the event. Should additional time be required to clean-up the next day of the event, there will be a 2-hour rental fee charged in the amount of \$35.00. Arrangements are to be made with the Parks and Recreation Department one week prior to the event. With an extension, all clean-up must be completed before 10:00 a.m. the following morning. A violation will constitute the forfeiture of the total security deposit.

PLEASE SET THE THERMOSTAT FOR THE A/C TO 74° BEFORE LEAVING PREMISES. IF NOT SET AT THE REQUESTED TEMPERATURE YOU WILL FORFEIT YOUR TOTAL DEPOSIT.

- I will not hold the City of Lake Alfred responsible for any equipment that has been rented from a rental company (i.e. tents, chairs, tables, decorations, etc.). I am responsible for the delivery and pick-up of the equipment from the facility. Any equipment that is left for the next day pick-up must be pre-approved through the Parks and Recreation Department. This is only for items that are to be picked up by the rental company and does not include personal decorations, trash or other personal items left on the premises.
- Personal items are my responsibility and agree not to hold the City of Lake Alfred liable if any personal items are lost and/or damaged.
- I agree to be solely responsible for and pay the cost of repair and/or replacement of equipment and/or any damages caused by me or my guests to the grounds or building while the Mackay Gardens and Lakeside Preserve is being used during the event/program.
- I understand that in the event that the security deposit does not cover any damage incurred during the event/program that the City of Lake Alfred reserves the right to bill for the cost of damages. The City of Lake Alfred may charge interest of 10% per month until the payment is paid in full.

What is not allowed:

- No smoking in all City of Lake Alfred buildings or in any other public areas in accordance with the Florida Clean Air Act.
- Do not remove chairs, tables, or any other equipment and/or materials from the building.
- **NO** open flamed items, such as fire-pits, luminaries, tiki torches, candles, grills, etc., will be permitted inside and/or outside the facility, such as driveway, gardens, gazebo, porches, etc.
- No decorations may be placed on the walls, doors, staircase, fireplace, and/or windows. All decorations **must** be free-standing only.
- No alcoholic beverages may be present on the premises unless you have two uniformed police officers.

What is allowed:

- You may use flameless battery operated candles.
- If alcoholic beverages are going to be present at the event two uniformed officer **must** be present for the time the alcoholic beverages are being served with a minimum of two hours at \$30.00 per hour per officer.
- 8:00 a.m. to 11:00 p.m. is considered a whole day rental. Any additional time needed, such as decorating, must be pre-approved by the Parks and Recreation Department office.

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- Rehearsal times are available only Monday-Thursday for two hours the night prior to my event/program for a minimal fee of \$35.00.

What would cause forfeiture of my security deposit:

- If I do not return the key to the Parks and Recreation Department this will constitute forfeiture of my total security deposit.
- If I do not leave the building and/or grounds as it was at the time of my rental this will constitute forfeiture of my total security deposit.
- If me and/or my guests do damage in or to the facility rented this will constitute immediate termination of my event/program, if in progress, and forfeit my total security deposit.
- If I fail to inform the Parks and Recreation Department that there will be alcoholic beverages served at my event without uniformed officers present on the premises will constitute forfeiture of my complete security deposit and termination of my event/program.
- In the event I am non-compliant of the terms and conditions of this agreement, the City of Lake Alfred has the right to terminate this agreement and will constitute in forfeiture of my total security deposit.

City of Lake Alfred not responsible for:

- Personal property, such as decoration, flowers, food, etc., that is left in the building and/or grounds when my rental is completed.
- The City of Lake Alfred will not be liable for, and I hereby discharges and holds the City harmless from any and all claims for loss, damage or injury of any nature to person or property, which claims result in any way from, occur, in any manner from or are connected to the use of the City facility.

I, _____, agree to abide by the regulations governing the said facility and am responsible for charges incurred to the City of Lake Alfred including any damages to the facility. It is also understood that the person signing this rental agreement is ultimately responsible and liable for all occurrences during the event, including those caused by hired caterers, decorators, guests, etc. I will also sign a Hold Harmless agreement that will hold the City of Lake Alfred harmless and not responsible for any damage to personal property, claims of loss, or injury of any nature as mentioned above. I also understand that any of the rules and regulations may change at any time without any prior notification.

Applicant's signature

Date

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**MACKAY GARDENS AND LAKESIDE PRESERVE
FACILITY USE APPLICATION
CITY OF LAKE ALFRED, FLORIDA**

I. FACILITY INFORMATION

Date(s) Requested: _____

Time of Event: From: _____ To: _____
(EVENT MUST END NO LATER THAN 11:00 P.M.)

Type of Event: _____

Approximate number of guests attending: Adults _____ Children _____

II. APPLICANT INFORMATION

Name: _____

Address: _____

Phone: (W) _____ (H) _____ (C) _____

Driver's License No.: _____

I, _____ have received, read and understand the City of Lake Alfred building regulations, refunds and rules policy. I realize that my event/program will be terminated should it create any violation of the City of Lake Alfred's rules and regulations. I understand that if I should need the next morning to finish cleaning up the facility that I have already made arrangements with the Parks and Recreation Department and will be completed off the premises before 10:00 a.m. I also understand that the responsible party/organization will be denied future use of all city facilities as a result of a violation of city rules and regulations.

Signature: _____ Date: _____

Witness: _____ Date: _____

III. DEPOSIT

**Initial Acknowledging Change
from Original agreement**

Security Deposit (\$300.00)(for house)	\$ _____	
Total Received	\$ _____	_____

IV. FEES

Facility Rental	\$ _____	
Table & Chairs Rental (\$50.00)	\$ _____	_____
Set up fee (\$50.00)	\$ _____	_____
2 hr window for rehearsal & décor (\$35.00)	\$ _____	_____
2 hr window for next day clean-up (\$35.00)	\$ _____	_____
Police Officers (2-\$30/hr-each)	\$ _____	_____
7% Sales Tax	\$ _____	_____
Total Amount Due	\$ _____	_____

MAKE CHECKS PAYABLE TO THE CITY OF LAKE ALFRED
(Cash if less than two weeks from the needed date)

For Office Use Only

Date Paid: _____ Receipt No. _____

Key Pickup Date: _____ Time: _____ Initials _____
Key Return Date: _____ Time: _____ Initials _____

BUILDING INSPECTED BY:

_____ Date/Time: _____

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**MACKAY GARDENS AND LAKESIDE PRESERVE
SPECIAL DETAIL CONFIRMATION
CITY OF LAKE ALFRED, FLORIDA**

The individual listed below is required to have two uniformed off-duty police officers from the City of Lake Alfred for the rental as noted. The renter agrees to remit \$30 per hour per officer in the form of a money order presented to the Parks and Recreation Department two weeks prior to the event. There will be a minimum of two hours charged for the police officers to be on the premise. If for any reason that the police officers stay longer than what has been requested the additional hours will be taken from your security deposit. The renter acknowledges and understands that if this requirement is not fulfilled the event may be cancelled and all monies collected may be forfeited.

Facilities Subject to Special Detail:

- Highlands Community Center
- MacKay Gardens and Lakeside Preserve

Name of Individual/Organization: _____

Mailing Address: _____

Contact Person: _____

Phone Number: Daytime _____ Evening: _____ Other: _____

Date Requested: _____ Time(s) Requested: _____

Type of Activity: _____

Attendance Expected: _____

Applicant Signature

Date

Witness

Date

OFFICE USE ONLY

Application Received by: _____ Date: _____

Number of Officers Required: _____ Off-Duty Fees Required: _____

City Manager Authorization Required: YES NO Letter Attached



RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, _____, who resides at _____, in consideration of the rental of the Mackay Gardens and Lakeside Preserve by the City of Lake Alfred. The applicant does hereby covenant and agree to save and hold the City of Lake Alfred, Florida, its agents, servants, and employees harmless from any and all liabilities or costs arising out of any rental materials rented by outside rental companies, personal property (such as decorations, flowers, food, etc.) that is left in the building and/or grounds when the rental is completed.

This agreement shall remain in full force and effect for any continued, additional or postponed date as indicated. The municipality reserves the right to cancel or interrupt the event if the representations set forth therein are not adhered to or if the municipality determines that a situation that might lead to personal injury, property damage, or violation of law exists. The renter agrees that this Release of Liability and Hold Harmless Agreement shall include the responsibility to provide legal defense for the City of Lake Alfred for any suit arising out of the applicant for the rental of the Mackay Gardens and Lakeside Preserve, and that should the renter or his/her insurance carrier fail or refuse to provide such a defense, the renter will reimburse the City of Lake Alfred for any costs incurred by it for any person or organization acting on its behalf.

The undersigned is authorized to execute this Release of Liability and Hold Harmless Agreement as the binding act of the applicant.

Applicant Signature

Date:_____

Mailing Address

Phone Number

Witness:

Signature

State of Florida
County of Polk

There foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, who is personally know to me or who has produced a driver’s license as identification and who did not take an oath.

Notary Public
Notarial Seal and Commission
Expiration Date