



Mackay Gardens and Lakeside Preserve

945 Mackay Blvd. Lake Alfred FL 33850

Rental Application

Facility Information

Date(s) Requested: _____

Event- Start time: _____ End time: _____

Ceremony: _____ Reception: _____

(Event cleanup must be completed by 10 p.m.)

Event Description: _____

Approximate Event Attendance: _____

Tent Rental: Circle Yes or No Delivery Date: _____ Pickup Date: _____

Applicant Information

Name: _____

Address: _____

Phone: (Cell): _____ (Home): _____

Driver's License Number: _____

Rental Agreement

I, _____ have received, read, and understand the City of Lake Alfred rental 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 also understand that the responsible party/organization will be denied future use of all city facilities as a result of a violations of city rules and regulations.

Signature: _____ Date: _____

Witness: _____ Date: _____



Fees

Deposit: \$500 (Deposit not taxed) _____

Facility Rental \$600 July- Sept., \$800 Oct. - June _____

Table and Chairs \$200 _____

3 Hour Pre-Event Setup or Rehearsal \$150 _____

6 Hour Pre-Event Setup or Rehearsal \$300 _____

2 Hour Post-Event Cleanup \$100 _____

Meeting Rental \$50 /hour (2 hour Minimum) _____

7% Sales Tax _____

Police Officer (Required for large events, and if alcohol is present) \$44/hour _____

Start time for Police Officer: _____ End time for Police Officer: _____

Discount up to 10% _____

Total: _____

Discount Information

- A 10% discount will apply to facility rental fees only.
- Those eligible for the discount are non-profit organizations (if 501(c)3 documentation is provided), City Residents, Religious Organizations, Veterans, First Responders, Teachers, Lake Alfred Chamber Members, Lake Alfred Historic Society Members, and current City Employees and Commissioners.
- The discount can be applied up to four times in a calendar year, after the fourth time a full rate will be required.

For Office Use Only

Date Application Received: _____

Deposit Paid: _____ Date: _____

Event Rental Paid: _____ Date: _____

Walkthrough Post-Event: _____ Date: _____

Deposit Processed for Return: _____



Rules and Regulations

- 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 Lakeside Preserve is being used for my event/program.
- I understand that a \$500.00 security deposit is to be turned into the City of Lake Alfred and will be mailed back to me 2 - 4 weeks after my event/program, foreseeing there are no damages to the facility. If I do not return the key and/or leave the building and grounds as it was at the time of my rental the City will retain my entire security deposit.
- I understand that a \$500.00 security deposit must be received to reserve the date of the rental. In the event a date change is needed, renter will be allowed to move the date once with no penalty (assuming the date is open), and a charge of \$50 (plus tax) will occur for date changes after the first occurrence.
- A 50% cancellation fee will be charged to the security deposit if the event is cancelled four months or more prior to your event. The total security deposit will be forfeited if the event is cancelled within four months to the event.
- Full payment is due thirty days prior to the scheduled event.
- The key is to be returned to the parks and Recreation Department office the following morning after the event. For a Friday or Saturday rental the key must be placed within the drop-box located outside the Mackay Estate entrance.
- In the event of a default by the renter in the performance of any of the terms and conditions of this agreement (other than damage in or to the facility rented hereunder), the City of Lake Alfred will terminate this Agreement. Any deposit paid to the City of Lake Alfred shall be retained and shall be considered as payment of mutually agreed to liquidated damages for the default, and not as a penalty.
- In the event the default by the renter consists of damage in or to the facility rented the City of Lake Alfred may immediately terminate the event/program (if ongoing), retain the security deposit and if the amount of damages exceeds the deposit, the renter shall be fully liable for the excess amount which shall be payable upon demand by the City of Lake Alfred. All sums due and owing to the City of Lake Alfred under this Agreement, will be invoiced to the renter and bear interest of 10% per month from date due until date of payment.
- Trash receptacles are provided for you inside and outside the building. Litter resulting from your use of the building will result in the loss of your security deposit.



Rules and Regulations Continued

- Smoking is prohibited in all City of Lake Alfred buildings or in any other public areas in accordance with the Florida Clean Air Act. Non-compliance with this policy will be cause for termination of your event/program and loss of your security deposit.
- Trash is to be placed in the appropriate trash receptacles that are provided inside and outside the facility.
- The building and/or grounds must be cleaned up on the same evening as the event. Should additional time be required to clean-up the next day after the event, there will be a two-hour rental fee charged in the amount of \$100 plus tax. Arrangements are to be made with the Parks and Recreation Department at least two weeks prior to the event. Failure to clean-up in the allotted timeframe, or not complete clean-up may result in forfeiture of the security deposit.
- I understand that if I am having a dance floor for my event the rental floors need to arrive, and leave the same day or make other arrangements with the Parks and Recreation Department. If it is a home made dance floor please discuss prior.
- Under no circumstances will anyone be permitted to remove chairs, tables, or any other equipment and/or materials from the building.
- If alcoholic beverages are going to be present at the event a uniformed City of Lake Alfred Police Officer must be present for the time the alcoholic beverages are being served with a minimum of two hours at \$44.00 per hour. Issue, incidence, or complaint that requires the presence of additional law enforcement will constitute the forfeiture of my total security deposit. If alcohol is consumed prior or after an officer is onsite for scheduled time, a fee of \$100 will apply.
- The Mackay Lakeside Preserve is available Monday through Friday to rent with a 2-hour minimum time frame @ \$50.00 (plus tax) per hour. These rentals may be scheduled more than 2 weeks in advance. A security deposit of \$500.00 is required to reserve a date. Saturday and Sunday rentals will be at the full day rental price.
- The City of Lake Alfred has the discretion to negotiate the terms of use with a private instructor or educator to hold recreational and educational classes or meetings at this facility.
- I understand that any 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.



Rules and Regulations Continued

- All decorations used for the event must be free-standing. No decorations may be placed on walls, doors and/or windows.
- The City of Lake Alfred assumes no responsibility for personal property, such as decorations, flowers, food, etc., that is left in the building when your rental is completed. Please remove all personal belongings the day of your rental.
- The City of Lake Alfred will not be liable for, and Renter 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 results in any way from, occur in any manner from or are connected to the use of the City facility.
- 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 before 3:00 p.m. on Friday afternoon. Only key pickup is allowed, no setting up on the Friday before unless arrangements were already made with the Parks and Recreation Office.

What is not allowed

- No smoking in all City of Lake Alfred buildings or in any public areas in accordance with the Florida Clean Air Act.
- Do not remove tables, chairs, or other materials from the grounds. If relocating to another area it will need to be returned to its original location.
- No open flamed items - fire pits, lanterns, tiki torches, sparklers, candles, grills etc.. are permitted inside or outside the facility (including driveway, gazebo, gardens, etc.)
- Releasing of lanterns, balloons, and/or other related release items are prohibited due to Florida Statutes and environmental concerns.
- No decorations should be attached to walls, windows, staircase, etc.. all decorations should be freestanding.
- No glitter, or confetti of any kind is allowed inside or outside.
- No food trucks are permitted on property.
- No alcoholic beverages may be present on the premises unless you have a uniformed LAPD officer.
- No removal or trimming of the plants, trees, and foliage on property.



Release of Liability and Hold Harmless Agreement

I, _____ who resides at _____
in consideration of the rental of the Mackay Lake 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, 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 the 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 Name: _____ Applicant Signature: _____

Mailing Address: _____

Phone Number: _____

State of Florida
County of Polk

There foregoing instrument was acknowledged before me this ___ day of _____ 20___
_____ is personally known 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 _____