

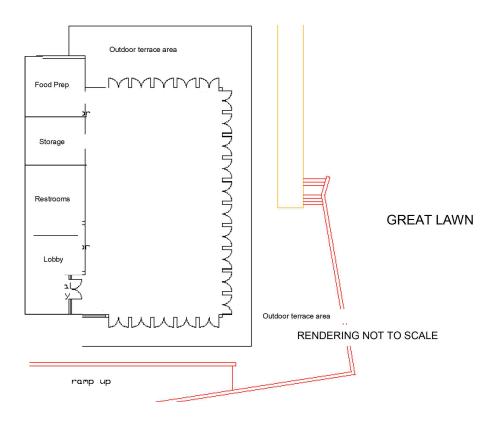
# THE LAKE PAVILION 101 SOUTH FLAGLER DRIVE WEST PALM BEACH, FL 33401 (561) 822-1523 WPB.ORG/LAKEPAVILION

# **RENTAL RULES & REGULATIONS**

The possibilities are endless with floor to ceiling windows offering million dollar views of the Intracoastal Waterways, and an outdoor terrace just steps away, the Lake Pavilion is a picturesque setting for your event with no vendor restrictions. The magnificent building is a LEED certified venue. Enjoy breathtaking view of our seascaped docks, lavishly landscaped lawns and intimate trellises.

The Lake Pavilion is shown by appointment only. Please call to schedule an appointment.

# **FLOOR PLAN**



# **AMENITIES & EQUIPMENT**

The facility has a lobby entrance area, restroom facilities, kitchen food prep area, large open main room, interior wall dividers, electric outlets, metered street parking with public parking garage one block from the facility.

Capacity seated at 60" round tables: Capacity for auditorium style seating:	175 275
Total indoor square footage:	2,950
Total square footage including deck area:	6,250

Along with the rental of the Lake Pavilion following equipment is included:

Banquet Chairs	200
60" Round Tables	20
8' Banquet Tables	12

Onsite staff will open, close and maintain the facility keeping restrooms appropriately stocked. City staff will set up your floor plan prior to your scheduled entry and will break down City equipment after you have vacated the building.

Onsite staff is not responsible for decorating, set-up, break down, serving or other duties related to your event.

The City has a reach-in two-section refrigerator and an ice maker that produces 310 lbs. of ice.

Risers and specialty tables may be rented at an additional cost (see Lake Pavilion Rental Fees). Dance floors, catering equipment, AV and other furniture or equipment required for the event must be provided by the renter. All set up and break down of non-City furniture and equipment is the responsibility of the renter.

# FACILITY RENTAL HOURS

The Lake Pavilion is available for rental during specified periods of time throughout the year. The Lake Pavilion is pre-reserved each year for special events produced by the City or by others with multi-year agreements with the City. Please check with the City's Community Events division for general availability. Events can begin at 7:00 AM and must conclude by 12:00 Midnight. Cleanup may extend for up to two additional hours.

The Renter will be responsible to ensure that the event ends on time. Additional fees will be assessed for failure to vacate the premises within schedule time.

# FACILITY USAGE GUIDLEINES

- Renters must be at least 21 years of age to rent the Lake Pavilion.
- The residential rental rate is available only to persons or organizations with a water utility
  account with the City and who reside or have a principal place of business within the
  limits of the City of West Palm Beach.
- The Renter must be onsite during the event.

## APPLICATION FEE:

A \$50.00 non-refundable application fee is required at the time of application.

#### **SECURITY DEPOSIT FEE:**

A security deposit in the amount \$500.00 will be required to be paid not less than 60 days prior to the date of the event. The security deposit shall secure the Renter's obligation to repair any damage to the Lake Pavilion or City property. The Renter is responsible to leave the Lake Pavilion and all City property in its original condition prior to the event. Any costs to the City for clean-up or repair of damage caused by the event will be deducted from the security deposit. Any remaining security deposit will be refundable 30 days after the event.

#### **RENTAL FEE DEPOSIT:**

50% of the rental fee is due upon approval of rental application. The deposit must be received for the event to be placed on the facility calendar.

#### FULL PAYMENT:

The 50% balance due must be paid 60 days prior to the event. Failure to make final payment will result in event cancellation.

#### SALES TAX:

Florida state sales tax will be charged on the rental fee at 7%. Non-profit organizations with must present their Non-Profit Status Form, and tax-exempt organizations must present their Tax Exempt Certificate when completing the rental application.

#### **SECURITY ASSESSMENT:**

Additionally, Renter may be required to hire off-duty West Palm Beach Police or City-certified security firm based on the use of the terrace, the anticipated duration of the event including setup and take-down time, the number of people anticipated to be in attendance, the activities to occur at the event, whether food will be prepared and served, whether alcohol is served and any other factor related to the security of the facility and surrounding area.

#### **CANCELLATIONS:**

In the event of a cancellation more than 60 days prior to the event date, the Renter will receive a full refund of the security deposit, on-call staffing fee, specialty table package and/or equipment fees (where applicable and if paid for). Renters will not receive back any refund of facility rental fees. If the event is cancelled less than 60 days prior to the event date, no refund of any facility rental fees or security deposit, on call staffing fee, specialty table package and/or equipment fees will be issued. However, any cancellation at any time prior to the event date due to governmental regulations or CDC guidelines that limit the number of person that may gather to less than the planned number of guests, the Renter will receive a full refund of the facility rental fee, security deposit, on-call staffing fee, specialty table package and/or equipment fees (where applicable and if paid for). Cancellation notices must be submitted to the Community Events Division in writing via facsimile, email or personal delivery.

#### **INSURANCE:**

Renters are required to provide a One Million Dollar (\$1,000,000) general liability insurance policy, naming the City as an "additional insured". Insurance may be purchased through the City's TULIP program. Fire and Life Safety Inspection may be required based on event plans.

# **RULES & REGULATIONS**

#### ALCOHOL POLICY:

The Renter assumes all liability for serving and consumption of alcohol. State and local laws apply with regard to alcohol consumption. Renter is responsible for obtaining any permits or licensed necessary to sell alcohol.

If Alcohol is being brought onto the property being rented, Liquor Liability Insurance is <u>required</u> by the City of West Palm Beach and can be purchased through the City's TULIP program.

#### APPLICATION/PAYMENT:

Reservations are required at least six (6) weeks prior to the event and may be made up to 18 months in advance.

If you are a non-profit, please submit your tax exempt documentation along with your application.

#### **CITY RIGHTS:**

The City reserves the right to refuse the use of the Lake Pavilion and may cancel any reservation or event because of activity or content deemed by the City to be inappropriate.

#### **CLEANING:**

Renter is responsible for the removal of all garbage. The City provides a trash compactor located outside the catering door on South Clematis Street. Renter is responsible for removal of all non-City equipment (i.e. linens, décor, AV and rental equipment and all personal items). Renter must also provide their own garbage bags. If the building requires additional cleaning, fees will be assessed and charged.

#### **DECORATIONS:**

Affixing any decorations or other decor to the walls, ceiling, or floors of the Lake Pavilion **<u>requires</u>** approval by City staff at least 30 days in advance of the event. If decorations are approved, all decorating and clean-up is the responsibility of the Renter.

Lit candles, pyrotechnic devices (including fog machines), and bubble machines are not permitted to be used in the Lake Pavilion.

Storage facilities are not available for the Renter's use.

All items *must* be out of the building at the conclusion of the event. Should any of these items be left behind, the City will charge the Renter for every hour that the items remain in the facility.

#### FEES/CONTRIBUTIONS:

The sale of goods, services, food or beverage, or charging admission fee must be approved by the Community Events Division. City-sponsored events are exempted from this provision.

#### FIRE ALARM/SPRINKLER SYSTEM:

If a Renter or a guest sets off the sprinkler or alarm as a result of inappropriate actions, the Renter may be held responsible for any costs which result.

#### **GAMBLING:**

Gambling is prohibited in the Lake Pavilion, except as permitted by Florida State Law.

# KITCHEN RULES:

It is the responsibility of the Renter to provide their own food preparations, serving dishes, plates, linens, utensils and other items. The kitchen and its contents must be left in the same condition in which it was found. No cooking is permitted inside the Lake Pavilion.

Cooking on the Terrace or on other City Property must have prior approval from the Community Events Division.

# COVID / Health Emergency:

The following rules apply during any COVID or other health emergency period:

- The Renter is required to ensure that no more than the maximum number of people allowed under the then-current government regulations or CDC guidelines attend the event at the Pavilion.
- The Renter will provide to the City the Renter's guest list (including guests and vendors, et al.) one week prior to the date of the event.
- City staff will check off the guests against the guest list and will track the number of guests entering the building to ensure that no more than the maximum allowed are permitted inside.
- If applicable, City staff will take the temperatures of each guest as they enter the Pavilion. Guests with temperatures over 99.8 degrees, or as established by CDC guidelines or governmental rules or regulations, will not be permitted into the Lake Pavilion and Lake Pavilion Terrace.
- The Renter will require guests to stay home if they are unwell.
- The Renter will require guests to comply with safe social distancing. It is highly
  recommended that guests wear masks (except when eating and drinking) when social
  distancing with guests from different households is not possible (for example, when
  dancing).
- City staff will ensure that all surfaces and equipment have been cleaned and sanitized in anticipation of the event.
- City staff will conduct the room set up to ensure that there is at least six feet of space between tables.

The City reserves the right to immediately cancel the permit and the reservation for failure to comply with these requirements.

#### PARKING:

Two parking spots will be provided to the Renter, at no cost during the approved rentals hours, for delivery trucks, catering vans, valet parking services, etc. All vehicles must use metered parking and may not be double-parked on the street. Additional parking is available upon request. Please contact the Community Events Division for information and costs associated with reserving parking spots.

#### PERMITS:

The renter is responsible for obtaining all licenses and permits required for the event, including other special event permits or alcohol licenses.

#### PERSONAL PROPERTY:

The City and its agents and staff will not be liable should any property belonging to the event organizer and or their event sponsors, vendors or guests be stolen, misplaced or damaged.

#### PET POLICY:

No pets are allowed in the Lake Pavilion, except Service animals.

#### **NO DISCRIMINATION:**

Renter shall not discriminate against any person on the basis of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation in the use of the Lake Pavilion.

#### **SPECIAL ACCOMMODATIONS:**

In accordance with the Americans with Disabilities Act, Renter agrees not to discriminate on the basis of disability while using City of West Palm Beach facilities.

#### **SMOKING POLICY:**

In compliance with the "Florida Clean Indoor Act" Chapter 386.201 F.S., the City of West Palm Beach does not permit smoking within City-owned and operated buildings. Therefore, SMOKING IS PROHIBITED in the Lake Pavilion and on the adjacent Terrace.

#### SUPERVISION:

Groups composed of youths aged 17 and younger requires adult supervision at a ratio of one (1) adult to every ten (10) youths at all times.

# USE OF CITY COMMONS & WATERFRONT DISTRICT

<u>NON-EXCLUSIVE USE of the City Commons and Waterfront district.</u> Other events may simultaneously take place at the Palm, Meyer Amphitheatre, the Landing, Trellises, Water Gardens, Docks, Great Lawn etc., during your **actual event time**. <u>Note</u>: These areas are public spaces. The general public may walk, picnic, play Frisbee, etc., at all times. Performances may also occur on the Palm and in Centennial Square during your event.

If you wish to include non-exclusive use of the any of these particular areas for your event, a separate fee will be required.

### **FEES**

Facility rentals are based on a first-come, first-served basis. Facility may not be available on your particular date due to a special event which would conflict with a rental. Peak rental days and hours are from Friday to Sunday from 7:00 AM to 12:00 Midnight. Off-Peak rental days and hours are Monday through Thursday from 7:00 AM to 12:00 Midnight. Set up for the event and break down must occur between the hours listed above. See fee schedule below for rates. *Failure to clean-up and remove personal belongings will result in additional hourly charge.* 

	RESIDENT	NON-RESIDENT	
HOURLY RATE Lake Pavilion & Terrace (PEAK) Friday, Saturday & Sunday	\$250.00	\$300.00	
Lake Pavilion & Terrace (OFF-PEAK) Monday – Thursday	\$200.00	\$250.00	
Christmas Eve, Halloween, Labor Day, Memorial Day, New Year Eve, New Year's Day, Easter & Valentine's Day	\$400.00	\$500.00	
* * Minimum of 5 paid ho	ours * *		
DAILY RATE Lake Pavilion & Terrace	\$1,600.00	\$1,800.00	
DAILY RATE DOES NOT APPLY TO THE ABOVE LISTED HOLIDAYS * * Consisting of 3 or more consecutive days * * Staff fee will apply if before or after normal hours of operation			
OTHER FEES On-Call Supervisor Fee (per 24 hour time period)	\$25.00*	\$25.00*	
* The Lake Pavilion will require staffing of a Recreation Specialist or Event Specialist onsite and a Special Event Coordinator either on "standby" or onsite. A Coordinator on "stand by" and actually called out, shall receive overtime pay at the rate of one and one half times his/her base pay for actual time worked in addition to the stand by rate and shall be guaranteed a minimum of two and one half hours of pay at said rate. A Coordinator scheduled to work, shall be paid at a rate of one and one half times his/her base rate of pay for actual time worked, and shall be guaranteed a minimum of two and one half hours of pay at said rate. Staffing determinations will be made by the City and the renter will be notified a minimum of two weeks in advance.			
Date Change Fee (per occurrence)	\$100.00	\$100.00	
APPLICATION FEE	\$50.00	\$50.00	
SECURITY DEPOSIT	\$500.00	\$500.00	
EQUIPMENT FEES (Optional) Risers Specialty Tables LED Accent Lighting	\$100.00 \$100.00 \$250.00	\$100.00 \$100.00 \$250.00	



# WEST PALM BEACH

# THE LAKE PAVILION 101 SOUTH FLAGLER DRIVE WEST PALM BEACH, FL 33401 (561) 822-1523 WPB.ORG/LAKEPAVILION

# APPLICATION

This application is the initial step in reserving the Lake Pavilion located at 101 S. Flagler Drive on the City Commons in downtown West Palm Beach. Requests will be reviewed in order of which they are received by the City's Community Events Division and the Renter contact person named in the application will be notified of approval or denial. Completing and submitting this application does not confirm or reserve any dates. Please type or print legibly. Failure to complete any of this form will delay confirmation of your reservation. This application must be received at least 6 weeks in advance of your event and not longer than 18 months from the event date, along with the non-refundable \$50.00 application fee.

# **CONTACT INFORMATION**

1 10000 001000	
	Resident of West Palm Beach: Non-resident:
Renter:	Organization/Corporation
	Organization/Corporation
Renter/Applica	nt Name:
	Responsible Party
	State: Zip Code:
Phone:	Cell:
E	mail:
Co-Renter:	
Phone:	Cell:
E	mail:
	or who will be responsible for pre and post walk-through who will be present all up, breakdown and actual event and is responsible for the actions of all guests, ents:
Contact:	
	Onsite Coordinator or Representative
Phone:	Cell:
E	mail:
	8

Please select which applies:

EVENT INFO	RMATION
Please check which best describes your even	t:
Party: Banquet: Meetir	ng/Seminar: Other:
If other, please describe:	
Wedding: (name of couple to be married to be married by the m	ied)
/	
Event to be listed as:	
REQUESTED DATES:	
First Choice Event begins on:	Date
Event ends on: Event ends on:	
Day Second Choice Event begins on:	Date
Day Event ends on: Event ends on:	Date
Day What time will your event start?	Date
What time will your event end?	
What time will you need access to the Pavilion	n for setup? AM / PM
What time will your breakdown and clean-up e	end? <i>AM / PM</i>
What is your anticipated attendance?	
ADDITIONAL IN	FORMATION
	YES NO

Will	alcohol	be serv	ved at	your e	vent?
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If yes, State and local laws apply with regards to alcohol consumption.

Will alcohol be sold at your event?

If yes, State and local laws apply with regards to alcohol consumption. The sale of alcohol must be permitted and sold by licensed vendors and proper documentation must be provided to the City at least 30 days in advance of the event.

Will food be served at your event?

Will food be sold at your event?

Will you be charging admission or selling tickets to your event?

Will there be any rental equipment at your event?

Will there be A/V or other electronic equipment at your event?

Will there be live entertainment at your event?

Will there be decorations other than free standing or tabletop?

If alcohol is sold at your event, proper documentation and licenses must be provided to the City at least 60 days in advance of your event.

If any rental equipment is brought into your event, a floor plan must be provided to the City for approval at least 30 days in advance of your event.

Excluding table top décor, all other decoration must be detailed in a floor plan for approval by the City at least 30 days prior to your event.

The name and telephone number of all vendors and agents associated with your event (i.e. rental company, valet service, caterer, band etc.) must be provided to the City at least 30 days in advance of your event, along with any required licenses, permits, etc.

Valet service, delivery trucks, catering vans, etc. must utilize metered parking. The bagging of meters for your exclusive use may be arranged at an additional fee through the City's Community Events Division at least 30 days prior to your event.

I have received and read a copy of the Lake Pavilion Rules and Regulations and understand and agree to all the terms and conditions; I am aware that if any of these rules and regulations are violated, I will be charged accordingly, and may result in cancellation of the permit. I understand and agree that I shall be and will remain solely and fully responsible for compliance with all the terms and conditions of the Lake Pavilion Reservation Application and Rules and Regulations, and that I shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fee or charge required for the use of the Lake Pavilion as provided herein. If I am signing on behalf of an applicant organization or corporation, I also represent that I am authorized to sign the application on behalf of the organization or corporation and that my signature will bind the organization or corporation.

Renter:

Authorized Representative Printed Name

Authorized Representative Signature

Date

Please return the completed application along with the \$50.00 application fee to:

Division of Community Events **City of West Palm Beach** 401 Clematis Street West Palm Beach, FL 33401 Phone (561) 822-1515

		<b>ONLY</b>	

	Date:
Denied:	
	Denied: