



## City of Bunnell Facility Rental Policies and Procedures

### **General**

The City of Bunnell offers four (4) facilities for rental.

**Bunnell City Hall** - The 3,500 (approx.) square foot Bunnell City Hall, located at 200 S. Church St., can accommodate small to large groups. The room's versatility meets the needs of social events and business conferences as well as banquets. Bunnell City Hall has a 250 person maximum capacity.

City Hall, otherwise known as the "Civic Center" was built in 1936-37 with Work Progress Administration (WPA) grant funding. Superintendent Z.D. Holland and foreman John Swain enlisted men from the community during the Depression. The stone foundation is constructed entirely of coquina, which was quarried between Bunnell and Flagler Beach. The workers cut the coquina with hatchets to produce the flat-faced smooth walls. The lintel or stonework, over the doors and windows were cut into wedges to support the arches. A heart shape stone was perfected by careful hands and may still be seen today in the hall. Beautiful Lake Lucille, located in front of City Hall, was once a cypress mud hole. Workers shoveled mud out of the hole into wheelbarrows, then used it to level the four blocks behind City Hall. The "Civic Center" serves many functions now and in the past: Cabbage Balls, School Dances, Meeting Hall, Commission Chambers, Wedding Hall, and many, many more. ([www.bunnellcity.us](http://www.bunnellcity.us))

**Versie Lee Mitchell Community Center** - The 1,700 (approx.) square foot Versie Lee Mitchell Community Center, located at 405 E. Drain St., can accommodate intimate gatherings and small business functions. The VLMCC has a 70 person maximum capacity.

The VLMCC was built in 1995 and was recently renamed in honor of Versie Lee Mitchell, a fallen soldier from Bunnell, who had enlisted at Camp Blanding on March 27, 1943 and who died for his country in Burma on January 19, 1944.

**Edward Johnson City Park** - EJCP is a large park facility located at 401 E. Court St. that houses a baseball field, volleyball court, basketball court, tennis court, soccer/football field, children's play equipment and a covered pavilion equipped with picnic tables and BBQ pit. Park hours are sunrise to sunset. This park is equipped with stadium lighting and may be used by community recreational teams with prior approval by the Bunnell City Commission.

**Joanne B. King Park** – JBKP is a large park facility located at 300 Citrus St. that houses a basketball court, tennis court, 2 multi-purpose fields, 2 baseball fields, children's play equipment, adult exercise equipment and 2 covered pavilions with picnic tables. Park hours are sunrise to sunset.

## User Responsibilities

The applicant reserving the facility must remain on the premises throughout the period for which it is reserved or until the event ends. Facilities must be restored to their original clean condition. Users of the City facilities agree to pay for any damages to City property.

### The following are prohibited:

- Drugs and the use of tobacco products.
- Disruptive behavior.
- Weapons
- The use of any equipment that interferes with City operations or which creates any losses or liabilities for the City.
- Organizations or individuals gathering petition signatures may not block the public right-of-way, interfere with the conduct of business, or create litter problems.
- Sale of alcohol
- Admission fees (except for preauthorized fundraisers)

## Reservations

To reserve a facility, a fully completed and signed Facility Reservation Form must be submitted for approval at least two weeks (14 calendar days) in advance of the event. Facilities may be reserved during regular business hours (8:00 a.m. to 5:00 p.m.).

Facility reservations requested by not-for-profit organizations must include a copy of the 501(c) 3 certificate. The certificate copy will be kept on file in the Finance Department.

Facilities must be booked in person at 1769 E. Moody Blvd., Bldg. 2, Suite 104. Facilities may be reserved up to one (1) year in advance. A facility will not be booked until the deposit has been paid in full. Any additional fees must be paid in full before the event date, otherwise the event will be cancelled by the City. Use of facilities is limited to the type of meeting or activity stated on the application.

Facilities are made available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use. Allowing a group to meet in City facilities does not constitute the City's endorsement of the group's policies, beliefs or practices. Advertisements or announcements by any group implying such endorsement are not permitted. Some restrictions regarding time, place, and manner of presentation may apply.

A final guaranteed number of guests and security arrangements (if necessary) with the Bunnell Police Department must be completed by noon **three business days** (72 hours) prior to the event date. If no guarantee is received, the City will prepare and charge for the number of guests specified on the original reservation.

## Spaces and Fees

The following spaces are available for rental.

Bunnell City Hall – 250 person maximum capacity

Versie Lee Mitchell Community Center – 70 person maximum capacity

Edward Johnson City Park

Joanne B. King Park

***These numbers are based on fire codes and no exceptions will be made.***

Fee Schedule <i>Effective 3/15/11</i>	Rental Rates for Category 1	Rental Rates for Category 2	For Profit Rates**
Deposit – City Hall, VLMCC	\$150 – includes \$25.00 non- refundable fee	\$175 – includes \$25.00 non- refundable fee	\$200 – includes \$25.00 non- refundable fee
Deposit – EJ City Park or JB King City Park (Refundable based upon cleanliness and damage inspection)	\$75 – includes \$25.00 non- refundable fee	\$75 – includes \$25.00 non- refundable fee	\$75 – includes \$25.00 non- refundable fee
Bunnell City Hall	\$25/hr – 2 hr minimum \$350/day	\$35/hr – 2 hr minimum \$475/day	\$40/hr – 2 hr minimum \$550/day
V.L.M.C.C.	\$25/hr – 2 hr minimum \$350/day	\$35/hr – 2 hr minimum \$475/day	\$40/hr – 2 hr minimum \$550/day
E.J. City Park or J.B. King Park	\$25/hr – 2 hr minimum \$200/day	\$35/hr – 2 hr minimum \$250/day	\$40/hr – 2 hr minimum \$300/day

Category 1 – City of Bunnell residents, local civic groups, political parties, religious or charitable organizations, local teams or organizations not sponsored or governed by the City of Bunnell and any other groups or individual not covered under Category 2 or 3.

Category 2- All non-residents of the City of Bunnell – individuals and/or groups.

Category 3- Departmental recreation activities, community programs and government activities directly or indirectly sponsored by the City of Bunnell. (NO FEES ASSOCIATED WITH THIS CATEGORY)

*\*Long term rental contracts will be negotiated by the City Manager and approved by the City Commission.*

*\*\* For Profit rentals are limited to non-profit fund raising events only. Insurance documents and a 501(c) 3 certificate must be provided before rental is approved.*

Fees are based on a minimum of two hours and shall be subject to change. Should any unpaid portion of this account be placed for collection with an outside agency or attorney, the undersigned agrees to be responsible for all costs related to collection.

### **Insurance**

The Lessee shall procure and retain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage and shall name the City of Bunnell as certificate holder and shall provide a copy of the same to the Lessor prior to the utilization of the before-described premises. The requirement of insurance shall be within the sole discretion of the City.

### **Operating Hours**

Facilities are available for use Sunday through Saturday from 7 a.m. to midnight. When planning an event, please take these hours into consideration when arranging the set-up and clean up of the event. Lessees must return the room to its original condition and then vacate the facility by the time noted on the rental application.

### **Right to Cancel**

Either party may cancel this Agreement, within 3 days (72 hours) of the event and with written notice to the other, without liability as a result of acts of God, over which neither party has control, government regulation, terrorism, disaster, strikes, civil disorders, or any other factors over which neither party has control, making it impossible or illegal to conduct the program consistent with those conditions that existed at the time the contract was entered into. The parties may, however, agree to go forward on such terms and conditions that may be re-negotiated. With proper written notice, any advance deposit(s) made shall be refunded in full to the party who made the deposit.

### **Refund of Security Deposit/Cancellation Fees**

Deposits are refunded after City personnel inspect the facility. Deposit refunds take 2-4 weeks to be processed.

If this event is cancelled less than 48 hours prior to the date of the event, the undersigned lessee agrees to forfeit fifty percent (50%) of the deposit. If this event is cancelled without notification, the undersigned lessee agrees to forfeit one hundred percent (100%) of the deposit.

### **Room Configuration**

A limited amount of tables and chairs are available for your event needs. The lessee will be responsible for any additional seating requirements.

**\*Under no circumstance is furniture or equipment to leave the premises of facilities.**

## **Food and Beverage**

No alcoholic beverages are allowed in the EJ City Park or JB King City Park or outside of City Hall or VLM Community Center. If violation of the City's alcohol ordinance or Florida state law is found, the event will immediately be closed and participants will be asked to leave and will be subject to full cancellation fees.

Food and beverage may be served in the facilities, provided proper care is given to clean-up after the event.

All food and beverage should be consumed inside the facilities, and trash placed in the appropriate receptacles.

## **Kitchen Usage**

Kitchen facilities are available with the City Hall and VLM Community Center rental. The kitchens include a warming oven, a refrigerator, a microwave, a sink and spacious counters for the caterer of your choice. These are not full service kitchens.

## **Cleaning**

All rentals must be returned to the condition in which it was when you entered. The floors are to be swept before you leave following the event. **Do not wet mop the floors.** The bathrooms and kitchen are to be cleaned and wiped down. Please make sure that you turn all equipment completely off before you exit the premises. You are responsible for the disposal of all trash. No trash is to be left behind; dumpsters are located at each facility.

All lights must be turned off with the exception of the middle ceiling lights at City Hall. Secure all doors and windows upon leaving.

## **Parking**

The City assumes no responsibility for lost or stolen items or damage to vehicles in the City Hall, VLM Community Center, EJ City Park or JB King Park parking lot.

## **Security/Emergency Personnel**

The Lessee is responsible for providing off duty officers for any event when the attendance is above 150 persons or whenever deemed necessary by the City of Bunnell. Each event, regardless of size of attendance, is to be reviewed and approved by the Bunnell Police Department, Bunnell Fire Department, Bunnell Public Works Department and Bunnell Community Development in advance to determine if additional emergency personnel are required.

## **Publicity**

Each group is responsible for its own publicity. Any printed publicity must include the statement: "This event is not sponsored by the City of Bunnell." Publicity is not to include the City's telephone number, nor may the City's name and address be used as a mailing address.

## **Signage and Decorations**

Unauthorized signs will be removed without notice.

Materials may not be attached to walls, windows, doors or furnishings.

No open flames, masking or duct tape, glitter, confetti, silly string, etc. may be used in the facilities. Flameless votive candles will be allowed.

## **Indemnification**

Lessee shall indemnify and hold harmless the City of Bunnell and its elected officials, directors, agents and employees from and against all losses, damages, claims, costs and expenses arising from injury or death of any person(s), or damage to property resulting from any act or omission of Lessee or its employees, agents, representatives, guests, invitees, or the general public to the extent that such losses, damages, claims, costs and expenses arise in connection with or relate to this Contract and Lessee's use of the Premises.

Lessee shall indemnify and hold harmless the City of Bunnell if the facility is deemed unsafe and unusable due to an act of nature or war.

The City of Bunnell will not assume or accept any responsibility for damage to or loss of any merchandise or articles brought onto the premises prior to, during or following the Lessee's event.

## **Damages**

The Lessee is liable for all damages, expense, and loss, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with the Lessee's use of the facility and all tangible property. Repair or replacement costs due to damage of City of Bunnell facilities, furnishings and equipment will be charged to the event sponsor. The cost of damages assessed by the City of Bunnell will be based on the replacement value.

## **Revocation and Refusal of Authorization for Use**

Each renter understands that authorized City personnel may enter the facility at any time during the scheduled event for periodic checks of the facility. The privilege of using a City of Bunnell facility will be revoked and all persons being removed from the property and forfeiture of entire deposit will be made if the activities of the facility users negatively impact in the

following ways:

- The event is conducted in a noisy, disorderly or inflammatory manner.
- The size of the meeting presents personal safety or building security issues, or creates an undue parking demand on the surrounding neighborhood.
- The facility users neglect to pay all required fees, or neglect to pay for damage to the facility.
- The facility users neglect to leave the room in the condition in which it was found.
- There is any violation of City policy.
- A lessee fails to show for a scheduled rental without prior notification.

**The City of Bunnell reserves the right to decline lessees the use of City facilities based on prior rental history violations.**

### **Priorities**

Priority will be given to: City of Bunnell sponsored events; Flagler County sponsored events; groups that are City of Bunnell based. All other groups will be given consideration on a first-come/first-served basis. The City of Bunnell reserves the right to preempt any event for a City-sponsored event. In such rare instances, the City will make every reasonable effort to give ample notice and to assist the group in reserving another date or City Hall facility. If that is not possible, there will be a full refund of any advanced deposit.

The City of Bunnell reserves the right to assign alternate meeting space for the lessee's function should the original facility designated be unavailable or inappropriate, based on the lessee's final guaranteed number of guests.

The City reviews this policy annually and reserves the right to change it anytime.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Bunnell Representative

\_\_\_\_\_  
Date



**Facility Reservation Form**

Event Date: \_\_\_\_\_ Time Requested: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Type of Function/Event: \_\_\_\_\_

Tentative # of Guests: \_\_\_\_\_ Guaranteed # of Guests: Due \_\_\_\_\_ before noon

Name/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Fundraiser \_\_\_\_\_ Yes \_\_\_\_\_ No  
(Copy of the organization's 501 (c) 3 Certificate and Insurance Certificate Required)

Deposit Paid: \_\_\_\_\_  Floating  Cash  Check  Money Order  
(Includes \$25.00 non-refundable fee)

Amount due 3 days prior to rental date: \_\_\_\_\_  Cash  Check  Money Order

Amount of Returned Deposit: \_\_\_\_\_ Date returned: \_\_\_\_\_

**IN CASE OF EMERGENCY - PLEASE CALL 911.**

**IN THE EVENT THAT THERE IS NO ONE TO UNLOCK/LOCK THE FACILITY AT YOUR SCHEDULED TIME PLEASE CALL (386) 931-1216.**

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Bunnell Representative

\_\_\_\_\_  
Date

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