

**RENTAL OF CITY PARKS – TERMS AND CONDITIONS**

THE CITY OF HAMILTON IS EXTREMELY PROUD OF ITS PARKS. THEY ARE BEAUTIFULLY PLANTED AND MAINTAINED IN A HIGHLY PROFESSIONAL MANNER BY THE CITY’S OWN HORTICULTURISTS AND GARDENERS. THESE EMPLOYEES TAKE CONSIDERABLE PRIDE IN THE APPEARANCE OF “THEIR” PARKS. THE CITY URGES ALL USERS OF CITY PARKS TO RESPECT THE ENVIRONMENTAL INTEGRITY OF THESE CAREFULLY TENDED GREEN AREAS AND TO RESPECT PEOPLE USING THEM, SO THAT EACH PARK BECOMES A TRUE OASIS OF PEACE AND BEAUTY IN THE HEART OF A BUSY CITY.

**SIGNATURE ON THIS DOCUMENT INDICATES ACCEPTANCE OF TERMS & CONDITIONS.**

**1. RENTAL FEES**

Rental Fees:	Standard Rate	Charity Rate
Park Rental	\$210 per hour	\$105 per hour
Custodian	\$85 per hour	
Electrician	\$100 per hour (3 hours minimum)	
Barricades	\$5 each + \$200 (delivery & collection)	
Damage Deposit (refundable)	\$500 (less than 200 people)	
	\$1,000 (more than 200 people)	

- 1.1 Park Rental Fee: This fee is charged for the duration of the function only, unless setup and/or cleanup prevents public use of the park, in which case the rental fee rate will be charged.
- 1.2 Custodian Fee: A Custodian is required for the duration of the rental period, from setup to cleanup. The Custodian(s) will provide the renter with a time sheet to be signed. If the renter fails to sign a time sheet an hourly rate will be charged until the custodian leaves.
- 1.3 Electrician Fee: The Electrician is called on site when the renter requires power at the venue. He will have a time sheet to be signed by the renter. Power requirements are to be confirmed two weeks prior to the event, usually at a site visit.
- 1.4 Barricades: The City delivers and collects barricades to the venue. This does not include set-up.
- 1.5 Damage Deposit: A refundable damage deposit is required upon submitting the application. The deposit is refunded when the venue is deemed to be left in its original condition. Where cleaning is required or any damage is incurred, the full deposit is kept and the renter is invoiced for any outstanding repair costs.

**2. OPENING HOURS**

- 2.1 Fort Hamilton, Queen Elizabeth Park and Victoria Park are gated parks and open to the public between 8:00 a.m. and sunset (varies from 5:00 pm in winter to 8.00 pm in summer). Jubilee Park, Barr’s Bay Park, Cedars Garden and Point Pleasant Park at Albuoy’s Point are always open to the public 24 hours a day, year round

**3. PROCEDURES**

- 3.1 Complete the application form and submit with the deposit and full rental fee to the City of Hamilton by email ([events@cityhall.bm](mailto:events@cityhall.bm)) or in person at City Hall offices. Applications must be submitted 6 weeks prior to the function date.

- 3.2 The venue will be booked and confirmed once 2.1 is completed and the function is approved by the City. Renter will receive a confirmation email within 72 hours of the deposit being received. Applications from renters with funds in arrears or poor credit history with the City will not be considered.
- 3.3 Additional charges, if any, will be invoiced after the function, at the end of the month.
- 3.4 In addition, and if applicable, a copy of a Liquor License must be submitted to the City.

#### 4. CONDITIONS OF USE

- 4.1 Private Functions: Private ticketed functions are best held in one of the gated parks.
- 4.2 Weddings: Are strictly limited in any City Park on a first come, first serve basis.
- 4.3 Maximum Capacity in Parks: (a) Barr's Bay Park – 2000; (b) Fort Hamilton – 500; (c) Victoria Park – 3500; (d) Queen Elizabeth Park – 1500; (e) Point Pleasant Park at Albuoy's Point – 4000.
- 4.4 Concerts: The City is concerned at all times with issues of public safety and ensuring that residents and businesses in the vicinity are not inconvenienced or unreasonably disturbed. Therefore, **concerts or any events that are likely to attract 300 people or more, and/or that will be loud due to amplified music are restricted to Barr's Bay Park, Point Pleasant Park at Albuoy's Point and Victoria Park only.**
- Note:** Any function that extends beyond midnight, where any noise may be heard from outside the park, must be approved by the Police in advance, with a "noise" permit issued.
- 4.5 On the day of the Event or Function:
- 4.5.1 Tent(s) and other equipment such as staging, tables and chairs, sound and lighting equipment, bouncy castles and catering items, may be set up in the park at any time on the day of the event. Nothing may be put in the park before the day of the rental without prior permission of the City.
- 4.5.2 **All equipment must be removed by no later than noon of the following day or as agreed with the City.** The City of Hamilton reserves the right to remove any items left overtime, and to charge the renters accordingly or dispose of the items.
- 4.5.3 Amplification, if used, must be kept to the lowest possible level. Power sources are available in Fort Hamilton, Victoria Park, Queen Elizabeth Park, Point Pleasant Park and Barr's Bay Park, upon advance notice.
- 4.6 The following restrictions apply:
- 4.6.1 No vehicles are allowed on the grass in any of the City Parks for any reason. This includes trucks belonging to tent rental firms, caterers, sound, lighting and staging technicians, private cars, and motorized cycles. This ban is to protect the environmental integrity of the park. Persons bringing equipment and catering items into the park must be prepared to carry or use a trolley.
- 4.6.2 The City does not permit gaming or games of chance in any form at any City premises, including for charitable purposes, without a Bermuda Government permit.
- 4.6.3 The City does not permit team sports in the parks, e.g. football, softball, children's sports days, etc. Such games are intrusive on other park users and can be environmentally damaging. Ball-throwing, whether by individuals or teams, is also prohibited.
- 4.6.4 Only domestic pets are permitted in the City Parks and they must be leashed at all times. Animal droppings must be picked up and disposed of by the owner.
- 4.6.5 Candlelight vigils are not permitted in any City parks unless the City is satisfied that the candles are held in containers so the wax does not drip onto the grass or walkways.
- 4.6.6 Recurring Events: The City is unlikely to grant approval for recurring events of a commercial nature over a period of time, e.g. once or twice a week for a month or more. The City is concerned about the environmental impact that recurring events and large numbers of people will have on the parks.

## 5. RESPONSIBILITIES OF RENTERS

- 5.1 Renters must meet with the City early in the planning stages to discuss power and other requirements.
- 5.2 Third parties hired by Renter (caterers, rental companies, technical teams, etc) must be fully informed of these Terms and Conditions by the Renter.
- 5.3 Renter is responsible for any personal or property damage that may result from the function.
- 5.4 Renter is responsible for leaving the venue cleaned and in its original condition. All garbage must be bagged and placed at the nearest sidewalk or dumpster for collection.
- 5.5 Renter must provide details of security services for any function for 100 people or more, or where alcoholic beverages are available.

## 6. FOOD AND ALCOHOL POLICY

- 6.1 Renter is responsible for obtaining the requisite Health Permits for all food served in the City's parks and surrounding streets, as part of an event.
- 6.2 Cooking is not permitted; barbecues, stoves and ovens (coal, gas or electricity) are not allowed.
- 6.3 Alcohol (consumption/sale) is not permitted without a liquor license, to be submitted to the City prior to the event.

## 7. POSTPONEMENTS/ CANCELLATIONS

- 7.1 Cancellation of an event 4 weeks prior to the scheduled date, all fees are refundable. If an event is cancelled less than 4 weeks prior, fees are not refundable. If the Renter reschedules for a date within 4 weeks, fees paid will be applied toward that date. A refund is offered for last-minute weather cancellations.

## 8. INCLEMENT WEATHER OPTION

- 8.1 Pier 6 Passenger Terminal may be available to Renter as an alternate venue in case of rain. A non-refundable deposit and written request must be submitted to the City. If the rain venue is used, the deposit is applied to the full rental cost and the relevant application form policies and rates apply.

## 9. ADDITIONAL CONDITIONS PERTAINING TO FORT HAMILTON ONLY

- 9.1 Absolutely no parking by persons attending the function, or persons organizing the function (e.g. caterers, tent rentals, sound and lighting technicians, etc.) is permitted in the adjacent Elizabeth Hills Housing Estate, the parking lots for Marshall's Cleaning Services, Pitt & Company or the apartments across the road from the Fort Hamilton entrance or in Fort Hamilton Drive or in the park itself. It is recommended that those attending functions at Fort Hamilton park in the King Street car park next to the Fire Station, and walk up the hill to the park.  
**City of Hamilton will barricade Elizabeth Hills Housing Estate and renter is required to pay a security attendant to man the barricade so residents will have access.**
- 9.2 Renter must hire security guards and/or extra-duty police officers at the discretion of the City.
- 9.3 Noise levels must be kept especially low at Fort Hamilton, so as not to inconvenience the many residents in the surrounding neighborhood. Events after 11.00pm are not approved for this reason.
- 9.4 Fort Hamilton is not suitable for young children's parties or any functions (including school functions such as sports days) likely to involve children. The premises of Fort Hamilton are fenced, but serious injury may result if visitors do not maintain a proper distance from the ramparts or other unfenced walls or edges.

**RENTALS/USE OF CITY PARKS APPLICATION**

THE COMPLETION ON THIS APPLICATION IS MANDATORY IN ORDER TO CONFIRM BOOKINGS

**PLEASE PRINT CLEARLY IN BLOCK LETTERS OR CLEAR TYPED FONT****DESTINATION:**

<input type="checkbox"/>	Barr's Bay Park	<input type="checkbox"/>	Point Pleasant Park
<input type="checkbox"/>	Queen Elizabeth Park (formerly Par-la-Ville Park)	<input type="checkbox"/>	Victoria Park
<input type="checkbox"/>	Cedars Gardens	<input type="checkbox"/>	Fort Hamilton (disclosure below)
<input type="checkbox"/>	Jubilee Park	<input type="checkbox"/>	Other _____

**FORT HAMILTON DISCLOSURE** – FOR THOSE RENTING THIS PARK PLEASE READ CAREFULLY:

THE CITY OF HAMILTON HAS ADVISED THAT THE PREMISES OF FORT HAMILTON ARE NOT COMPLETELY FENCED AND THAT SERIOUS INJURY COULD RESULT IF VISITORS DO NOT MAINTAIN A PROPER DISTANCE FROM THE RAMPARTS OR OTHER UNFENCED WALLS OR EDGES, AND I/WE HEREBY DO ABSOLVE THE CITY OF HAMILTON OF ANY AND ALL LIABILITY FOR ANY INJURY ARISING OUT OF EITHER THE CONDITION OF THE PREMISES OR ANY ACTIVITIES TAKING PLACE THEREIN.

**TYPE OF EVENT:**

<input type="checkbox"/>	Corporate/ Commercial	<input type="checkbox"/>	Charity/Church/Fundraiser/Community Group
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**CONTACT INFORMATION:**

Organization (if applicable): \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Primary contact person should there be any issues or questions

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

Mailing Address (if different): \_\_\_\_\_

Contact Information: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Fax: \_\_\_\_\_

Cellular: \_\_\_\_\_ Email: \_\_\_\_\_

**FUNCTION INFORMATION:**

Date(s) of Function: \_\_\_\_\_

Time of Function:	_____	_____
	Start time	End time

Set-up Preparation:	_____	_____
	Start time:	End time

Dismantle/Clean Up:	_____	_____
	Start time	End time

Initial \_\_\_\_\_

Type of Function: \_\_\_\_\_  
(please write brief description of function)

**REQUIREMENTS:**

Rental fee includes use of electricity and bathroom facilities in the parks. All requirements including staffing and supplies are charged accordingly.

**Electrical Equipment:** Please describe type of electrical equipment, amperage required, number of outlets, and who is providing/ controlling the electrical equipment:

\_\_\_\_\_  
\_\_\_\_\_

The City can provide a power source, which will be handled by a City electrician and not a private contractor.

Sound system: \_\_\_\_\_  
(Please advise who will be responsible for the equipment set-up)

Staging: \_\_\_\_\_  
(Please advise who will be responsible for the equipment set-up)

Lighting: \_\_\_\_\_  
(Please advise who will be responsible for the equipment set-up)

Tent(s) or Marquee:    How many? \_\_\_\_\_    Sizes: \_\_\_\_\_

\_\_\_\_\_  
(Please advise who will be responsible for the equipment set-up)

Catering/ Bar:            Vendor: \_\_\_\_\_

\_\_\_\_\_  
(Please advise who will be responsible for the bar necessities)

Security Services:        Vendor: \_\_\_\_\_  
(Name Security Company)

Rental Companies:        How many? \_\_\_\_\_

\_\_\_\_\_  
(Please list the vendors if there is more than one (1))

\_\_\_\_\_

Please provide any further relevant information that we should know about your function:

\_\_\_\_\_

\_\_\_\_\_

**PARKS RENTAL AGREEMENT**

I, the undersigned, being the sponsor or organizer of the function or event, do hereby agree to the following terms and conditions of renting:

1. I have read, understood and agree to comply with the Terms and Conditions for the Rental of City Parks.
2. **I understand that the City will not confirm a park booking until (a) damage deposit and rental fee is paid in full, and (b) Parks Rental Information Form and Agreement are completed and submitted.**
3. I agree to be responsible for any and all liability that may arise as a direct result of our use of a City Park.
4. I agree to be responsible for any damage to a City Park, or to City equipment, occasioned by our use of the premises.
5. I undertake to be responsible for ensuring that the total amount due (if any) to the City as a result of our use of a City Park is paid in full within 30 days of receipt of an invoice at the completion of the rental period.
6. I undertake to provide the information in the "Terms and Conditions" document to any rental companies, caterers, technical assistants and/or anybody else involved and confirm will their intention to comply.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Please mail or deliver the completed application and deposit to:**

Event Project Manager	Event Project Manager	Tel: 292-1234 ext. 219
City of Hamilton	City Hall, Ground Floor	Fax: 292-6918
P. O. Box HM 1175	17 Church Street	Email: <a href="mailto:events@cityhall.bm">events@cityhall.bm</a>
Hamilton HMEX	Hamilton HM 11	

**Office Use Only**

Account No. \_\_\_\_\_ Check No \_\_\_\_\_

Deposit Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Initials \_\_\_\_\_

Initial \_\_\_\_\_