

CITY OF LAKE WALES  
FACILITY USE APPLICATION, CONTRACT, AND PERMIT FOR



CONDITIONS OF USE AND AGREEMENT  
**James P. Austin Community Center**

The conditions of use that appear in this section require compliance by the applicant. Upon approval of this application by the City of Lake Wales, the conditions of use will become binding. Failure to comply with provisions of this agreement will result in revocation of the event permit.

**1. Cancellation**

Any cancellation must be made in writing at least 30+ days prior to event/activity to receive a full refund less \$5 \_\_ 14-30 days half of the deposit\_\_ less than 14 days applicant shall forfeit their deposit. **No cancellation or activity/event date will be taken over the telephone. A signature is required to make these changes.**

**2. Reservations**

Reservations must be made in advance of an event. Reservations may be revoked at any time if the event interferes with a City of Lake Wales activity or the applicant does not adhere to the Conditions of Use and Agreement. Repeat reservations of any group will be contingent upon care of property and observance of the Conditions of Use and Agreement.

**3. Facility Use Permit**

A Facility Use Permit must be obtained from the City of Lake Wales before any person shall occupy any part of a facility on an exclusive-use or reserved basis.

**4. Criteria for Approval of Applications**

Applications are approved based on the following criteria:

- a. The facility has not been previously reserved.
- b. The necessary fees have been paid.
- c. The proposed activity will not entail unusual, extraordinary, or burdensome expense to the City of Lake Wales or involve excessive police operations.
- d. The proposed activity, or use, will not unreasonably interfere with general public's enjoyment of other facilities.
- e. The proposed use is not unlawful.
- f. The proposed use will not interfere with public health, welfare, or safety.

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**5. The Rules and Regulations**

- a. Applicant must comply with all City ordinances and regulations related to the use of City facilities as well as City, County, State and Federal law.
- b. Depending on the nature of the event, uniformed law enforcement officers may be required. The cost of such shall be borne by the group or organization sponsoring the event. If law enforcement officers from the Lake Wales Police Department are used, the rate of \$39.50 per hour per law enforcement officer will be included in the fees and charges due to the City of Lake Wales.
- c. If additional City of Lake Wales personnel are required over and above the one staff member that must be present at all events, due to the nature of the event, additional staff costs shall be paid by applicant in addition to the rental fee.
- d. If decorations are planned for any event, prior approval must be given by the City of Lake Wales. No staples or tape will be allowed on painted surfaces. All decorations must be fire retardant. Candles and hazardous materials are prohibited. No bird seed, rice, or confetti is permitted inside or outside of the facility.
- e. It is understood that any individual, group, or organization who has rented the facility shall be responsible for cleaning the facility and all equipment unless otherwise provided for in the Facility Use Permit.
- f. In accordance with the Florida Clean Air Act, no person may smoke in any City facility. Smoking is permitted outdoors in designated smoking areas.
- g. JPA Center is available from 8:00 a.m. to 12:00 a.m.
- h. Under no circumstances will equipment be removed from the facility, except with the written approval of the City Manager or designee.

**6. Alcoholic Beverages**

- a. Alcoholic beverages are prohibited at all City facilities except the James P. Austin, Jr. Community Center. If unauthorized alcoholic beverages are found at an event, the applicant will be notified. Failure of the applicant to take corrective action may result in the revocation of the event permit.
- b. It is unlawful to consume an alcoholic beverage in a parking lot or other public open space.

**7. Prohibited Acts**

No person shall practice, carry on, conduct or solicit for any occupation, business, or profession in any community building, or sell or offer for sale any food, beverage, merchandise, article, or anything whatsoever in any community building.

**8. Responsibility of Renter**

Any loss, damage, or injury sustained by the City of Lake Wales, or to any person as a result of activities related to the rental, shall be the responsibility of the person to whom the permit was issued.

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**9. Appeal**

An appeal regarding the facility use rules and regulations may be made in writing to the City of Lake Wales City Manager.

**10. Fees and Charges**

All fees and charges must be paid in full no later than two (2) weeks prior the event. After this period, all payments must be paid in **CASH**.

**11. Refunds**

Security deposits will be refunded 30 days after the event, if the facilities have been left in the condition they were prior to the rental. If, however, extra maintenance costs and damage are incurred by the City of Lake Wales, the amount of these costs will be deducted from the deposit.

**12. Rental Priority**

Priority use for City facilities is as follows:

- a) City sponsored or co-sponsored programs.
- b) Local youth programs, which are open to all applicants, serving the City of Lake Wales.
- c) Local youth and adult organizations and groups whose membership consists of at least 50% City Lake Wales residents.
- d) Residents of the City of Wales.
- e) Merchants whose businesses are located in the City of Lake Wales or non-profit organizations who serve the City of Lake Wales.
- f) Non-resident organizations.
- g) Non-resident individuals.
- h) Reservations are limited to one per month by any one group.

**13. Revocation**

The City of Lake Wales may revoke an event permit at any time an applicant does not adhere to the Conditions of Use and Agreement.

**14. Acceptance and Acknowledgement**

I, \_\_\_\_\_, as authorized representative of \_\_\_\_\_, hereby Acknowledge that I am at least 21 years old, I have read and understand this application and further agree I will abide by and be subject to these conditions in all respects.

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Date