



**4800 Palm Ave.  
Hialeah, Fl. 33012**

## **RENTAL GUIDELINES**

### **RESERVATION PROCEDURE**

1. Request for use of the Milander Center facilities may be made up to 12 months in advance of the first move-in day. The Mayor or his designee will review all written applications for exceptions. Consideration of exceptions will be based upon successful past rentals and the positive economic impact the event is anticipated to have on the City of Hialeah.
2. An authorized representative (Group Contact) of the group (Renter) requesting rental space must meet with Mayor or his designee to outline Renter requirements in order to draft a rental contract. Where a rental application is submitted on behalf of a business entity or organization, the Group Contact must be a person with authority to bind the company or organization to the contract.
3. For crowd control, events reaching certain attendance levels, with or without alcohol service, will require police presence. Events where alcohol is served may require no less than one police officer from the time the event starts until a half-hour after the event ends, paid for by the Renter directly to Hialeah Police Department for extra duty. The Hialeah Police Department will determine the number of officers that will be required, based on the type of activity. In the event that any additional police officers, fire rescue, paramedics or medical transport must be called on property during the event in emergency response for inappropriate behavior of the Renter or guest of the Renter, Renter will be required to pay for these services as well.
4. Should the Renter require food and beverage for their event, the Group Contact will then meet with the Mayor or his designee.
5. Once all quotes are accepted by the Renter, a rental contract to use facility rental space is offered to and signed by the Group Contact and 50% of total fees and all required documents, as applicable (Non profit: 501(c)(3), Tax Exempt: DR-14, etc.), are collected. Groups requesting the non-profit rate must provide official documentation of the contracting group's non-profit status in the form of a copy of their 501(c)(3) certificate. Groups requesting tax exempt status must provide official documentation of the contracting group's tax exempt certificate in the form of a copy of their DR-14. The name on the DR-14 (Tax Exempt Certificate) must match exactly the Renter's name as it appears on the rental contract. These must be provided every time the group applies for a rental permit.
6. Until a contract is signed and deposit is received, a "space hold" reservation is considered tentative and non-binding. Courtesy "space hold" reservations may be allowed up to 14 days to move to contract, unless challenged by another party. If challenged, the "space hold" Group Contact will be contacted immediately and allowed 24 hours to return an answer to release the reservation or to move to contract. Once a contract is signed and the required deposit has been paid, the reservation is considered "definite" and binding. Cancellations of "definite" reservations follow guidelines set forth in "Cancellation" section below.
7. The Mayor or his designee will review the rental contact and, if approved, will also sign

the contract and a copy will be provided to the Group Contact.

8. Approval for use of the Milander Center will be made on a first-come, first-serve basis and is based on appropriate space availability (consideration given to noise, attendance & facility occupancy) and space usage (size, security, audience, alcohol & content). Government and City resident requests for use will be given priority consideration for events.
9. A Certificate of General Liability Insurance may be required. If required, the certificate must be supplied to the Risk Manager no less than 30 days prior to the event and must name the City of Hialeah, their Officers, Directors, Agents and Employees as additionally insured. This coverage must be Primary and Non-Contributory to any insurance maintained by certificate holder. However, the City reserves the right to increase the limit based upon the nature of the event. Renter may request information on how to purchase insurance. The Mayor or his designee reserves the right to require Renter to increase the limits on event insurance.
10. The Group Contact will be required to meet with the Mayor or his designee no later than 14 days prior to any meeting or banquet and no later than 30 days prior to any consumer show, trade show, concert, graduation or prom to review floor plans, policies and finalize plans. A charge may be assessed for delayed approval or changes made to the Renter-approved floor plan once submitted.
11. All permitting and Fire Marshall's approval will occur through the Mayor or his designee through rental contract acceptance. All floor plans must be approved by the Mayor or his designee. No room set or occupancy may exceed facility and/or local rules and regulations. Fire exits and aisles must be kept clear at all times
12. The Milander Center may provide a 45-day "Protection Period" as it pertains to booking events of a similar business nature. For example, should the City have a consumer event contract and another entity of the same consumer event relevance also wishes to enter into a contract, the second entity event date will be calculated to have a minimum break of 45 calendar days between events. The 45 calendar days will follow (45 days from last date of initial booking) or precede (time permitting, 45 days before the first date of the initial booking) so as to not turn away either of the consumer events and to ensure a fair attendance to both. The Mayor or his designee will determine which events are of a similar nature and when the protection period needs to be applied.
13. The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs, community programs, already existing reservations, or emergency requirements.
14. In the event of an emergency, as determined in the sole judgment of the City, the City shall have the right to cancel scheduled activities or events.
15. Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.
16. The Mayor or his designee(s) shall consider the safety, health and welfare of persons, and the security, preservation and orderly use of City facilities as criteria for the granting of a rental contract. All applicable City ordinances, rules and regulations will be in effect.
17. The Mayor, or his designee(s), may require an applicant to provide an additional security deposit and/or obtain liability insurance with increased limits naming the City of Hialeah an additional insured covering the period of time that applicant plans to rent a City facility for certain events.
18. The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, gender, color, creed or national origin.
19. A Renter with no rental history at the Milander Center may be required to supply Venue references, as deemed necessary, prior to approval. Similarly, a group may be requested

to submit in writing details of their organization, an explanation and nature of event, agenda, the number of guests expected, and any special needs or requirements. The Mayor or his designee reserves the right for approval of all activities to take place at the Milander Center, and may reject any activity for reasons such as content deemed inappropriate.

20. The Renter understands and agrees that the space blocked by contracted reservation is available to them only for the time frame specified within the contract. "Early arrivals" and "late check-outs" are not permissible. Rental times must include the set-up and breakdown times.
21. The operational plans and procedures for an event shall not interfere with the normal operations of the facility.
22. A promoter must have all required local, state, and federal licensing, if retail sales will occur.
23. Event advertising and/or use of the City of Hialeah must be approved in writing by the Mayor or his designee.
24. Promoter further agrees to inform the City of City of Hialeah regarding any and all advertising connected with contracted event. Promoter may not use the Milander Center logo or image without the consent of the Mayor or his designee.

### **CONTRACTS**

1. The event rental contract includes:
  - a. Use of the contracted space(s) and non-exclusive use of all public areas including parking lot and parking garage.
  - b. Use of existing electrical and water utilities. (Additional utilities above normal usage will be billed to the Renter at the current rates.)
  - c. One-time table and chair set-up specified by Renter-approved floor plan.
  - d. Maintenance staff (rubbish removal)
  - e. One American and one State of Florida flag
2. No other goods or services are to be implied or inferred as included other than those listed in paragraph one above.
3. Rental contract can include at applicable rates:
  - a. Table linens
  - b. Room décor
  - c. Dance floor
  - d. Box Office services
  - e. Security staff
  - f. A/V equipment
  - g. Telephone/data lines
  - h. Pipe and drape
  - i. Many upgrades: (floral arrangements, DJs, photographers)
4. All fees are based on a fee schedule. Full day, half day, and hourly and rentals may be available. The Mayor or his designee will make determination of all applicable rates after review of a group's application.
5. All food and beverage to be consumed on-site must be contracted separately through the on-site, City-approved catering company.
6. Fifty percent (50%) of all rental fees are due at the time of execution of the rental contract, thereby guaranteeing the space. The remaining balance will be due per contract, no later than 30 days prior to the rental date. If fees are not paid 30 days prior to the rental date, the Parks & Recreation Department reserves the right to cancel the reservation without refund. All payments made to the facility less than 10 days prior to rental, must be paid by certified funds only: cashier's check, money order or credit card. If paid by credit card, a photocopy of the card must be on file with the facility, signed by the card holder, authorizing the City of City of Hialeah to charge the card for

Milander Center fees and/or usage. The Mayor or his designee will review all written applications for exceptions to such requirements. Fees will only be accepted during office hours, or by mail.

7. If an event continues after scheduled ending time without approval by the City, the group shall be subject to appropriate overtime rates and charges. Facility hours are 8:00 a.m.-10 p.m., Monday through Thursday, and up to 1 a.m., on weekends (Friday, Saturday, and Sunday). These are normal operating hours and will only be extended with the approval of the Mayor or his designee.

### **CANCELLATION**

1. If the event is a meeting or banquet and is cancelled by the Renter within 90 days of the first move-in date, there will be NO REFUND of any fees, unless cancelled by the City of Hialeah.
2. If the event is a consumer show, trade show, conference or concert and is cancelled by the Renter within 120 days of the first move-in date, there will be NO REFUND of any fees, unless cancelled by the City of Hialeah.
3. A cancellation fee, up to the amount of the room's damage deposit, may be retained from deposited amounts at the discretion of the Mayor or his designee, regardless of the timing of the notice from the Renter for the cancellation.

### **DAMAGE AND DEPOSITS**

1. After the rental period expires and no damage fees or violation charges have been assessed, the damage deposit will be refunded. A check will be issued by the City of Hialeah. The check will be mailed or, upon request, can be picked up. If all fees are not paid 30 days prior to the rental, the refund of damage deposit may be delayed.
2. Damage fees are assessed in the following situations or as deemed necessary by the Mayor or his designee:
  - a. Removal of carpet stains requiring more than standard extraction techniques.
  - b. Stains on walls.
  - c. Broken furniture and/or equipment.
  - d. Defacement of any part of the interior or exterior of the facility.
  - e. Damage created by improper use of equipment or non-compliance of facility rules.
  - f. Equipment found to be missing as a result of a group using the facility.
  - g. Police, Fire Rescue or Medical Transport called for emergency / disturbance, due to negligence of Renter or guests.
3. Damage fees are based on replacement or repair costs incurred by the City, and may exceed deposit amount. The City may take legal action to recover these costs.
4. A post-function walkthrough will be required. The Milander Center staff will visually inspect the facility immediately following the function with a member of the group, if one is available. Within 3 business days, the Mayor or his designee will contact the group to discuss any damage noted during the walkthrough or additional damage found and what course of action will be taken.
5. Charges imposed, created by violations of the contract, are billed or deducted from the damage deposit at the determination of the Mayor or his designee, such as, but not limited to, failure to remove all additional equipment from the facility, booth materials, signage, excessive dirt/spillage and additional dumpster(s), when applicable, and failure to depart from the rental space in a timely fashion.

## **FACILITY RULES**

1. Decorations must meet the approval of the Mayor or his designee in advance. Decorations must be freestanding or tabletop. Nothing may be hung from the walls or ceilings, unless approved by the Mayor or his designee.
2. Storage space is not available for groups using the facility. Please leave the facility and its contents in the same condition in which you found them.
3. The Group Contact is required to attend all pre-event meetings and remain on premises until the end of the event when all members have left and will walk through the rental area with staff prior to leaving the facility.
4. No admission may be charged unless specified in writing at the time the contract is signed.
5. The Milander Center is a non-smoking and drug-free facility. Use of tobacco products are NOT permitted in the facility. Patrons who wish to use tobacco products may do so outside of the facility.
6. Children must be supervised by an adult throughout the time that they are in the facility, unless children are in a supervised program.
7. Parking is allowed in designated parking spots only.
8. The Milander Center is under the exclusive control of the City of Hialeah. City employees have the authority and will enforce all rules and regulations governing the use of the Milander Center.
9. Persons using the facility shall obey all posted signs.
10. No persons shall willfully mark, deface, disfigure, tamper with, displace or remove any part of the Milander Center.
11. The City of Hialeah will not be responsible for any property that is left on the premises by an individual or group using the Milander Center.
12. All activity on the Milander Center property will be conducted according to applicable laws, rules, regulations, and City ordinances.
13. Courtesy and safety are mandatory. Equipment abuse, profanity, and fighting are unacceptable behavior. The City of Hialeah reserves the right to remove any person behaving in an objectionable manner, causing disruption to guests and/or staff, or a vendor with inappropriate or questionable displays, at the expense of the Renter.
14. We will allow no rentals on the following holidays, unless approved by Mayor or his designee:
  - a. New Year's Day
  - b. Thanksgiving Day
  - c. Christmas Eve after 5:00 p.m.
  - d. Christmas Day

For all City holidays, an overtime rate or an additional 25% of the rental fees will be assessed as determined by the Mayor or his designee.
15. No pets are allowed within the facility with the exception of service animals, unless prior approval is obtained from the Mayor or his designee.
16. The Renter may wish to obtain a DJ for various events or parties. Please note that fog machines are not permitted in the facilities.
17. No retail sales will be permitted in areas other than the specific areas of the rental.
18. Absolutely no weapons are to be brought into the Milander Center.
19. Use of any type of lighted candles in the Milander Center is strictly prohibited. There are no exceptions.
20. This entire facility is under video surveillance 24 hours a day.
21. All required fire exits must be kept clean, clear and unobstructed at all times.
22. Outdoor marquee sign will be used only for City-sponsored programs, events or information, for Milander Center Special Events and for non-profit organization events with high draw.
23. At the discretion of the Parks and Recreation Department staff or the Police Officers present at a rental, a rental may be cancelled without refund or pro-rating of fees if the rental participants do not adhere to the Milander Center rules.

# MILANDER CENTER GUIDELINES SIGNATURE PAGE

By my signature below, I agree to the terms as stated in pages one through six of the Facility Rental Guidelines.

---

Renter Signature

---

Date

---

Renter Name (please print)

---

Title